CITY COUNCIL/CEMETERY DISTRICT BOARD - JOINT REGULAR MEETING

WEDNESDAY, SEPTEMBER 10, 2025

Closed Session: 4:00 PM | Regular Session 6:00 PM

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

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

Chris Mann, Interim City Manager/General Manager
Thomas D. Jex, City Attorney/District Board Counsel

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

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

CALL TO ORDER – CLOSED SESSION

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION
Presented By: Thomas D Jex, City Attorney

RECOMMENDATION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (e)(3) to confer with legal counsel with regard to two matters of potential exposure to litigation. The Government Code claims are available for public inspection with this closed session agenda item and with agenda item#1.7.

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:
Property: 33767 Raciti Road, Wildomar CA (APN 366-320-050)
Agency negotiators: Interim City Manager Chris Mann
Negotiating parties: Mark Lamont Smith
Under negotiation: Instruction regarding price and terms of payment

3. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.
Title: Interim City Manager.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

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

FLAG SALUTE

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS

1. Proclamation - Constitution Week
2. Introductions: Police Captain Boydd
3. Other Recognitions/Presentations

DEPARTMENT REPORTS

Flock (ALPR) Camera Update

Presented By: Lt. Jeff Reese, Police Department

RECOMMENDATION:

Receive the update.

PUBLIC COMMENTS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

1. CONSENT CALENDAR

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

1.1 City Council/ Cemetery District Board Minutes - August 13, 2025 - Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

1.2 **August 2025 City Warrant Register**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 8-7-2025 in the amount of $711,221.40
2. Warrant Register dated 8-14-2025 in the amount of $163,259.88
3. Warrant Register dated 8-21-2025 in the amount of $1,281,493.29
4. Warrant Register dated 8-28-2025 in the amount of $217,327.34
5. Wire Transfer Register dated 7-31-2025 in the amount of $524,814.16
6. Payroll Register dated 8-1-2025 in the amount of $498,240.70

1.3 **August 2025 Cemetery Warrant Register**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 8-7-2025 in the amount of $3,987.22
2. Warrant Register dated 8-14-2025 in the amount of $793.74
3. Warrant Register dated 8-21-2025 in the amount of $200.00
4. Warrant Register dated 8-28-2025 in the amount of $452.18

1.4 **July 2025 City Treasury Report**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the City Treasury Report for July 2025.

1.5 **July 2025 Cemetery Treasury Report**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the Cemetery Treasury Report for July 2025.

1.6 Development Code Amendment No. 2025-04 (Gas Stations, Car Washes, and Storage Uses) - Second Reading and Adoption of Ordinance No. 253 revising Title 17 (Development Code) of the Wildomar Municipal Code
Location: Citywide
Presented By: Robert Flores , Planning Department

RECOMMENDATION:
1. Determine that Development Code Amendment No. 2025-04, and its adopting Ordinance No. 253, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Conduct a second reading by title only and adopt Ordinance No. 253 amending Title 17 (Development Code) of the Wildomar Municipal Code, as entitled:

ORDINANCE NO. 253
AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

1.7 Rejection of Blackseries RV, Inc. Government Act Claim
Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2025 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO TAKE ALL NECESSARY ACTIONS TO REJECT THE AUGUST 19, 2025, GOVERNMENT CLAIMS ACT CLAIM FILED BY BLACKSERIES RV, INC.; and

2. Authorize the Interim City Manager, or designee, to take all necessary actions to reject the attached Government Claims Act (Gov. Code, § 810 et seq.) (the “Act”) claim (the “Claim”) filed by Blackseries RV, Inc. (the “Claimant”) on August 19, 2025.

1.8 Consultation Services for Preparation of a Strategic Plan
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
1. Review the attached Request for Proposal for Strategic Plan Consulting Services and provide any comments to staff; and

2. Authorize staff to post the Request for Proposal on PlanetBids after making any requested amendments, for response by, and evaluation of, qualified consultants.

1.9 Resolutions Authorizing the Citys Participation in Two National Opioid Litigation Settlements: (1) In re: Purdue Pharma L.P., et al., Debtors (Chapter 11), U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649; and (2) In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)
Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SYN PHARMA, AND ZYDUS, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY

1.10 Funding Agreement with the Western Riverside County Conservation Authority (RCA) for Replacement Property for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)
Location: Bundy Canyon Rd. between Oak Canyon Dr. and The Farm Rd.
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Interim City Manager to execute the Funding Agreement between the City and RCA.

1.11 Acceptance of a Drainage Easement for the Westpark Promenade Development Project (Project 21-0075)
Location: East of the I-15, North of Catt Rd. and South of Depasqualle Rd.
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Public Works Director/City Engineer to accept a Drainage Easement Deed for the Westpark Promenade Development Project (Project 21-0075).

1.12 Establishment of Community Facilities District No. 2025-2 (Westpark Promenade)

Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $17,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

1.13 Sole Source for Master License Agreement with Symbium for software to comply with Senate Bill (SB) 379

Presented By: Scott Burns , Building and Safety Department

RECOMMENDATION:

Approve the sole source and authorize the Interim City Manager to execute a Master License Agreement with Symbium.

1.14 Chiquito Battery Energy Storage Facility (BESS) Community Benefit Agreement

Location: North side of Clinton Keith Road approximately 540 feet east of Grand Avenue (adjacent to the SCE Tenaja substation). APNs: 380-150-019 & 380-150-020

Presented By: Robert Flores , Planning Department

RECOMMENDATION:

Authorize the Interim City Manager to execute and enter into a Community Benefit Agreement with Chiquito Grid, LLC.

1.15 Community Development Block Grant (CDBG) 2025/2026 Supplemental Agreement for Mission Trail/Sedco Sidewalk Phase III Project (CIP 044-3)
Location: East side of Mission Trail, from Elberta Avenue to Malaga Road
Presented By: Cameron Luna , Public Works/ Engineering Department

RECOMMENDATION:
1. Adopt a Resolution entitled:

RESOLUTION 2025 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2025/2026 IN THE AMOUNT OF $129,415 FOR THE SEDCO SIDEWALK PROJECT PHASE III (3.WD.23-25, CIP 044-3)

2. Approve a supplemental appropriation adding $129,415 in expenditures and increasing budgeted revenues by $129,415 for funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate the necessary additional funds to the Project.

2. PUBLIC HEARINGS
No items scheduled.

3. GENERAL BUSINESS

3.1 Ordinance amending Chapter 12.12 of the Wildomar Municipal Code related to City Parks and Open-Space prohibitions.
Presented By: Daniel Torres , Community Services Department

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 12.12 (CITY PARKS AND OPEN-SPACE AREAS) OF THE WILDOMAR MUNICIPAL CODE

3.2 **Health Benefit Allotment Contribution Structure**
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
1. Approve a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE CITY'S HEALTH BENEFIT ALLOTMENT CONTRIBUTION STRUCTURE AND UPDATING THE PERSONNEL RULES TO REFLECT THE OPTION FOR CASH-IN-LIEU

2. Approve a supplemental appropriation totaling $9,593 to cover the cost of additional health coverage for the remainder of the year which will be allocated to the funds as follows: $804.54 in General Fund 100, $4,412.52 in Gas Tax 200, $735.25 in Measure AA 120, $2,781.84 in Measure Z 690, and $858.53 in Cemetery Fund 300.

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

CITY MANAGER/GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:
Title- Councilmember-Anticipated Date
1. Expand Pavement Management/Road Rehab Program for private/public roads - Marquez - Nov. 2025
2. Street Lighting Options for certain neighborhoods - Marquez - In process
3. Discuss potential Public Safety Subcommittee - DePhillippo - TBD
4. Shed Setback from property line - DePhillippo - Oct. 2025
5. Policy for private maintenance on walls due to graffiti - Morabito - TBD

ADJOURNMENT

Adjourn the meeting to an adjourned regular meeting on Monday, October 13, 2025 at 6:00 P.M.

PARTICIPATION

MEETINGS

Regular City Council/Cemetery District Meetings are held on the 2nd Wednesday of every month at 6:00 P.M., except for January, where it is held on the 3rd Wednesday of the month, in the City Council Chambers, 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595.

VIEW THE MEETING

1. In Person | City Council Chambers 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595

2. Watch Live
Stream on Website: wildomar.gov/129/Agendas-Videos-Watch-Live or stream on YouTube: YouTube.com/@CityofWildomar

3. Cable TV | Frontier Channel 36 or AT&T Channel 99

PARTICIPATE IN THE MEETING

1. Fill out the speaker card located on the table near the entrance of the chambers.
2. Submit the speaker card to the City Clerk/District Board Secretary in the basket located at the front of the chambers.
3. When the City Clerk calls your name, please come up to the front podium.

During Public Comment not on the agenda and after each Agenda Item, the Mayor/Chair will announce Public Comment. Public Comments are limited to (3) minutes or such other time as the Council may provide. Per the Brown Act, City Council/Cemetery District Board members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.

ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, if requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk/ Cemetery District Board Secretary either in person or by phone at 951-677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

REPORTS

All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: Wildomar.gov. Any writings or documents provided to a majority of the City Council or Cemetery District Board regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available by appointment for public inspection at City Hall during regular business hours.

AFFIDAVIT OF POSTING

I, Janet Morales, Wildomar City Clerk/District Board Secretary, 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 Wildomar.gov.

Janet Morales, CMC
City Clerk/ District Board Secretary
Dated: September 4, 2025

CITY OF WILDOMAR
JOINT REGULAR MEETING
CLOSED SESSION

Meeting Date: September 10, 2025

SUBJECT: CLOSED SESSION

SUBMITTED BY: Thomas D Jex, City Attorney

ACTION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (e)(3) to confer with legal counsel with regard to two matters of potential exposure to litigation. The Government Code claims are available for public inspection with this closed session agenda item and with agenda item#1.7.

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:
Property: 33767 Raciti Road, Wildomar CA (APN 366-320-050)
Agency negotiators: Interim City Manager Chris Mann
Negotiating parties: Mark Lamont Smith
Under negotiation: Instruction regarding price and terms of payment

3. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.
Title: Interim City Manager.

ATTACHMENTS:
1. Claim Angie Garcia 08-17-2025

August 20, 2025

RECEIVED
AUG 26 2025
CITY OF WILDOMAR
CITY CLERK'S OFFICE

SENT VIA U.S. CERTIFIED MAIL

18285678
City of Wildomar
23873 Clinton Keith Road ste 201
Wildomar, CA 92595

RE:	Our Client:	Angie Garcia
	Date of Loss:	August 17, 2025
	Location of Incident:	Corner of Canyon Dr & Cherry St Wildomar, CA
	Specific Location:	Sidewalk
	Time of Incident:	Approximately 8:00 PM and 8:30 PM

Dear Sir/Madam:

This firm has been retained to represent the above client in a claim for damages against you resulting from an incident that occurred on the above-captioned date.. Please direct all correspondence regarding this incident to this office. Neither you nor anyone on your behalf has permission to speak to our client.

As a result of the above mentioned incident, our client suffered severe injuries. As such, there is crucial evidence for a potential civil lawsuit in your possession. These items include, but are not limited to, the following:

- Any and all logs, reports, or records reflecting cleaning and maintenance of the incident location leading up to and including August 17, 2025.
- Any and all data recorded of the accident and accident location leading up to and including August 17, 2025, including but not limited to any video or audio recordings;
- Any and all photographs taken relating to the incident which occurred on August 17, 2025;
- Any and all incident reports from August 17, 2025, including but not limited to police reports;
- Statements of any and all witnesses taken after the incident which occurred on August 17, 2025; and

- Any and all documents received for the incident which occurred on August 17, 2025.

We hereby formally request that you preserve the above-mentioned items of evidence. Do not modify, alter or destroy any of the above-mentioned items, nor permit anyone to modify, alter or destroy the items. "Destroying evidence can destroy fairness and justice, for it increases the risk of an erroneous decision on the merits of the underlying cause of action. Destroying evidence can also increase the costs of litigation as parties attempt to reconstruct the destroyed evidence or to develop other evidence, which may be less accessible, less persuasive, or both." *Cedars-Sinai Medical Center v. Sup. Ct. (Bowyer)* (1998) 18 Cal.4th 1, 8.

Please be advised that your failure to preserve the items identified above will result in extremely unfavorable consequences to you. Indeed, be advised that we intend to seek remedies against you if you allow crucial evidence in this case to be modified, altered or destroyed. For instance, chief among these is the evidentiary inference that evidence which one party has destroyed or rendered unavailable was unfavorable to that party. *Id.* at 11; Cal. *Evid. Code* § 413. As presently set forth in Section 413, this inference is as follows: "In determining what inferences to draw from the evidence or facts in the case against a party, the trier of fact may consider, among other things, the party's ... willful suppression of evidence relating thereto...." The standard California jury instructions include an instruction on this inference as well: "If you find that a party willfully suppressed evidence in order to prevent its being presented in this trial, you may consider that fact in determining what inferences to draw from the evidence." BAJI No. 2.03 (8th ed.1994; *Cedars-Sinai Medical Center, supra,* 18 Cal.4th at 12.

In addition to the evidentiary inference, our discovery laws provide a broad range of sanctions for conduct that amounts to a "[misuse] of the discovery process." Cal. *Civ. Proc. Code* § 2023. Destroying evidence in response to a discovery request after litigation has commenced would surely be a misuse of discovery within the meaning of section 2023, **as would such destruction in anticipation of a discovery request**. *Cedars-Sinai Medical Center, supra,* 18 Cal.4th at 12 (emphasis added). The sanctions under section 2023 are potent. They include monetary sanctions, contempt sanctions, issue sanctions ordering that designated facts be taken as established or precluding the offending party from supporting or opposing designated claims or defenses, evidence sanctions prohibiting the offending party from introducing designated matters into evidence, and terminating sanctions that include striking part or all of the pleadings, dismissing part or all of the action, or granting a default judgment against the offending party. *Id.* at 12.

Additionally, lawyers are subject to discipline, including suspension and disbarment, for participating in the suppression or destruction of evidence. Cal. *Bus. & Prof. Code* § 6106 ["The commission of any act involving moral turpitude, dishonesty or corruption ... constitutes a cause for disbarment or suspension."]; *Rules Professional Conduct*, Rule 5-220 ["A member shall not suppress any evidence that the member or the member's client has a legal obligation to reveal or to produce."]. The purposeful destruction of evidence by a client while represented by a lawyer may raise suspicions that the lawyer participated as well. Even if these suspicions are incorrect, a

prudent lawyer will wish to avoid them and the burden of disciplinary proceedings to which they may give rise and will take affirmative steps to preserve and safeguard relevant evidence. *Cedars-Sinai Medical Center, supra,* 18 Cal.4th at 13.

Finally, Cal. *Penal Code* § 135 creates criminal penalties for spoliation. "Every person who, knowing that any book, paper, record, instrument in writing, or other matter or thing, is about to be produced in evidence upon any trial, inquiry, or investigation whatever, authorized by law, willfully destroys or conceals the same, with intent thereby to prevent it from being produced, is guilty of a misdemeanor." *Cedars-Sinai Medical Center, supra,* 18 Cal.4th at 13.

Accordingly, please advise us immediately of the status of this evidence and your intentions with respect to its preservation.

Other Documents and ESI Evidence

You are hereby given further notice to immediately take all steps necessary to prevent the destruction, loss, concealment, or alternation of any paper, document, or electronically stored information ("ESI") and other data or information generated by and/or stored on your computers and storage media (e.g. hard disks, floppy disks, backup tapes, etc.), and emails related to this incident.

You should anticipate that much of the information subject to disclosure and responsive to discovery in this action is stored on your current or former computer systems and other media and devices (including personal digital or data assistants, voice-messaging or voice-mail systems, online repositories, and cell phones).

ESI should be afforded the broadest possible definition and includes, but is not limited to, all digital communications (e.g., e-mail, voice mail, instant messaging), word processed documents (e.g. Word and WordPerfect documents and drafts), spreadsheets and tables (e.g. Excel and Lotus 123 worksheets), accounting application data (such as QuickBooks, Money, or Peachtree), image and facsimile files (including PDF, TIFF, JPG, and GIF images), sound recordings (including WAV and MP3 files), video recordings, all databases, all contact and relationship management data, calendar and diary application data, online access data (including temporary, internet files, History, and Cookies), all presentations (including PowerPoint and Corel), all network access and server activity logs, all data created with the use of any Personal Data Assistant (PDA) such as Palm Pilot, HP Jornada, Cassiopeia, or other Windows-based or Pocket PC devices, all CAD files, and all back-up and archival files.

Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must also intervene to prevent loss due to routine operations and employ proper techniques to safeguard all such evidence.

Because hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for ESI. If information exists in both electronic and paper form, you should preserve them both.

Litigation Hold

You are requested to immediately initiate a litigation hold for potentially relevant ESI, documents, and tangible things, and to act diligently and in good faith to secure and audit compliance with that litigation hold. You are also requested to preserve and not destroy all passwords, decryption procedures (including, if necessary, the software to decrypt the files), network access codes, ID names, manuals, tutorials, written instructions, decompression or reconstruction software, and any and all other information and things necessary to access, view, and (if necessary) reconstruct any ESI. You should not pack, compress, purge, or dispose of any file or any part thereof.

You are further requested to immediately identify and modify or suspend features of your operations, information systems, and devices that, in routine operations, operate to cause the loss of documents, tangible items, or ESI. Examples of such features and operations include, but are not limited to, purging the contents of e-mail repositories by age, capacity, or other criteria; using data or media wiping, disposal, erasure, or encryption utilities or devices; overwriting, erasing, destroying, or discarding back-up media; re-assigning, re-imaging or disposing of systems, servers, devices, or media; running antivirus or other programs that alter metadata; using metadata stripper utilities; and destroying documents or any ESI by age or other criteria.

Servers

With respect to servers like those used to manage electronic mail and network storage, the entire contents of each user's network share and e-mail account should be preserved and not modified.

Storage

With respect to on-line storage and/or direct access storage devices attached to your mainframe computers and/or minicomputers, in addition to the above, you are not to modify or delete any ESI, "deleted" files, and/or file fragments existing on the date of this letter's delivery that contain potentially relevant information.

With regard to all electronic media used for off-line storage, including magnetic tapes and cartridges, optical media, electronic media, and other media or combinations of media containing potentially relevant information, you are requested to stop any activity which may result in the loss of any ESI, including rotation, destruction, overwriting and erasure in whole or in part. This request is intended to cover all media used for data or information storage in connection with your computer systems, including magnetic tapes and cartridges, magneto-optical disks, floppy

diskettes, and all other media, whether used with personal computers, minicomputers, mainframes or other computers, and whether containing backup and/or archival ESI.

Personal Computers

You should take immediate steps to preserve all ESI on all personal computers used by your officers, directors and employees, including all secretaries and assistants, that in any way relate to the [subject matter of action], and the events and causes of action described in the Complaint. As to fixed devices, (1) a true and correct copy is to be made of all such ESI, including all active files and completely restored versions of all deleted electronic files and file fragments; (2) full directory listings (including hidden files) for all directories and subdirectories (including hidden directories) on such fixed devices should be written; and (3) all such copies and listings are to be preserved until this litigation is ended. As to floppy diskettes, CDs, tapes, and other non-fixed media relating to this matter, they are to be collected and stored pending resolution of this litigation.

Portable Systems

In addition to your immediate preservation of ESI, documents and tangible items in your business, on servers and workstations, you should also determine if any home or portable systems may contain potentially relevant data or information. To the extent that officers, board members, or employees have sent or received potentially relevant e-mails or created or reviewed potentially relevant documents away from the office, you must preserve the contents of systems, devices, and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, CD-R discs, PDAs, smart phones, voice mailboxes, or other forms of ESI storage). Additionally, if any employees, officers, or directors used online or browser-based e-mail accounts or services to send or receive potentially relevant messages and attachments, the contents of these account mailboxes should be preserved.

Evidence Created or Acquired in the Future

With regard to documents, tangible things, and ESI that are created or come into your custody, possession, or control subsequent to the date of delivery of this letter, potentially relevant evidence is to be preserved. You should take all appropriate action to avoid destruction of potentially relevant evidence.

Please forward a copy of this letter to all persons and entities possessing or controlling potentially relevant evidence. Your obligation to preserve potentially relevant evidence is required by law.

Very truly yours,

MORGAN & MORGAN LA LLC

/s/ Tyler Kobylinski
Tyler Kobylinski, Esq.

August 20, 2025

SENT VIA REGULAR & CERTIFIED U.S. MAIL:

18285678
City of Wildomar
23873 Clinton Keith Road ste 201
Wildomar, CA 92595

RE: Our Client: Angie Garcia
Date of Accident: 08/17/2025

Dear Sir or Madam:

This firm has been retained to represent the above client in a claim for damages against you resulting from an accident that occurred on the above-captioned date.

If you carry liability insurance, your insurance company should be contacted concerning this accident. LACK OF NOTIFICATION TO YOUR INSURANCE COMPANY MAY RESULT IN PREJUDICE. We would appreciate your completing and returning the attached Information Sheet immediately so that we may communicate directly with your insurance company thereby avoiding any prejudice or inconvenience to you.

If you do not have insurance, please contact this office as soon as possible.

Thank you for the information.

Sincerely,

/s/ Tyler Kobylinski
Tyler Kobylinski, Esq.

TK/tj/ca

INFORMATION SHEET

Our Client: Angie Garcia
Date of Loss: August 17, 2025

1. Name and address of insurance company:

_____

2. Bodily Injury Liability Limits: _____

_____

3. Name of Insured: _____

_____

4. Your Policy Number: _____

_____

5. Effective Dates of Policy: _____

_____

6. Your Complete Name: _____

_____

TK/ca

CITY OF WILDOMAR
JOINT REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: September 10, 2025

SUBJECT: Flock (ALPR) Camera Update

ACTION:
Receive the update.

FISCAL IMPACT:
As this is only an update on activities, there is no fiscal impact.

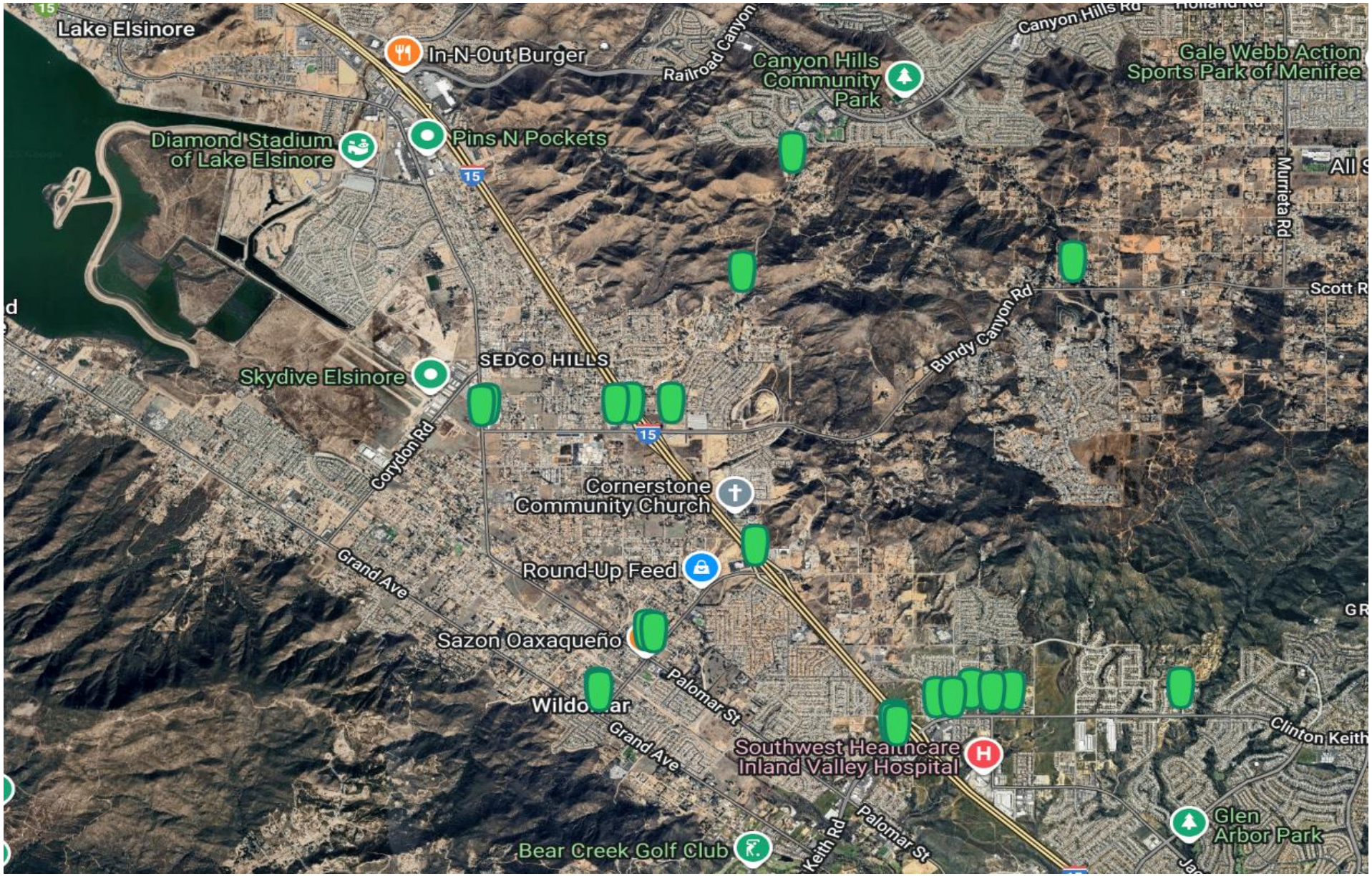
ATTACHMENTS:
1. Presentation

City of Wildomar

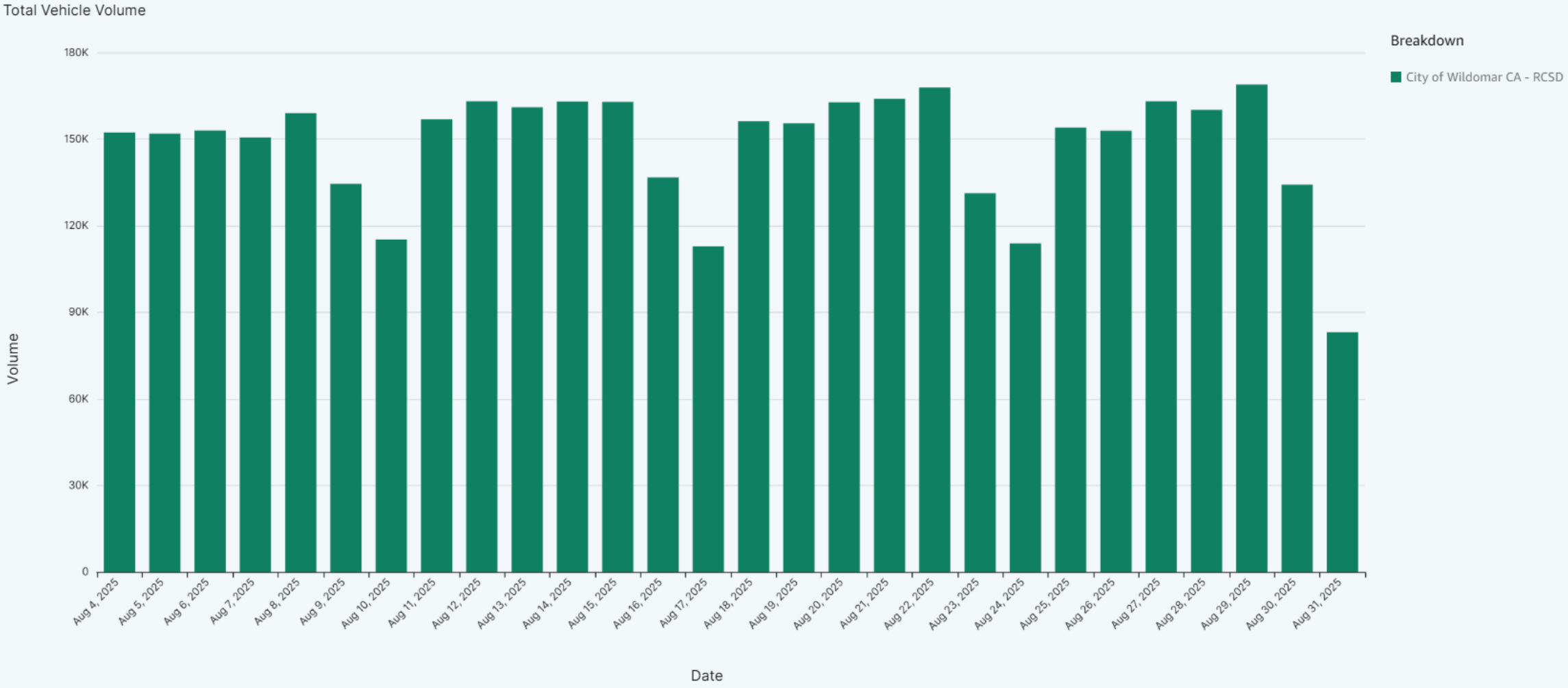
FLOCK (ALPR) stats

August 2025

- 22 cameras placed at high traffic locations
- Several cameras located in close proximity to each other to capture all directions of traffic
- Flock maintains 30 days of camera footage
- Vehicles can be identified by license plate (full or partial) make/model or color



Total Vehicle Volume	Total Unique Vehicle Volume
4,141,089	1,833,449

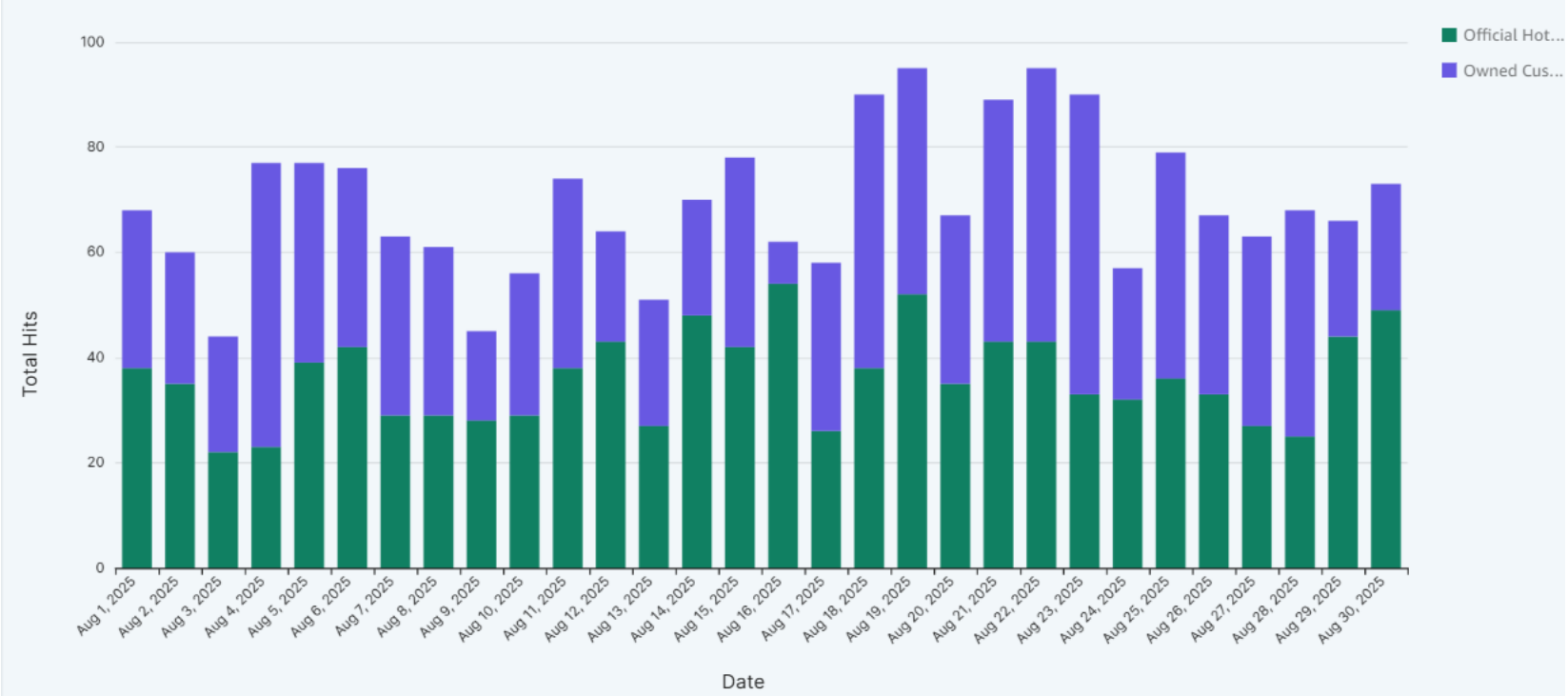


Official Hot List (green)

- Stolen vehicles
- Stolen license plates

Owned Custom Hot List (purple)

- Felony wanted vehicles
- Missing children
- Missing adults/elderly
- Investigative/Field identification stops

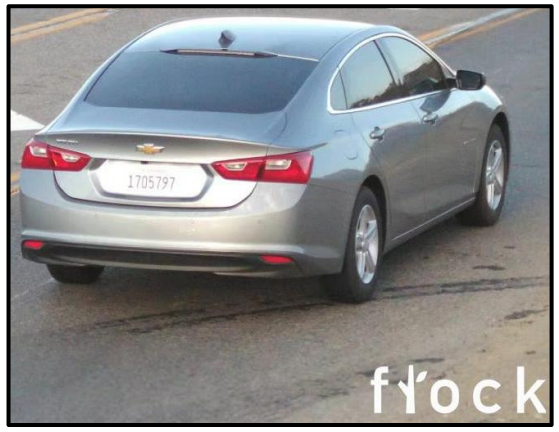


Total Alerts by Topic

Topic	Alerts
Stolen Plate	1,070
Custom Hotlist Alert	1,001
Stolen Vehicle	12

FLOCK FACTS

- For the month of August 2025, 33 vehicle license plates were searched reference to 23 individual cases by 17 deputies. The 23 cases included theft, hit-and-run traffic collisions, stolen vehicle, burglary, robbery and missing persons.
- 2 cases led to four arrests (1-stolen vehicle/1-grand theft/1-burglary)
- 7 vehicle license plates were entered into flock as wanted vehicles or Investigative stops
- Historically seen a significant drop in stolen vehicle thefts and stolen license plate thefts.
- 2022-134 2023-64 2024-58 2025-33
- Hard to track accurate statistics
- For state level Law enforcement only
- Does NOT have facial recognition capabilities



QUESTIONS

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: September 10, 2025

SUBJECT: City Council/ Cemetery District Board Minutes - August 13, 2025 - Regular Meeting

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 08-13-2025 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, AUGUST 13, 2025
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 4:00 PM | Regular Session 6:00 PM

CALL TO ORDER – CLOSED SESSION - 4:00 P.M.

The Regular Closed Session was called to order by Mayor DePhillippo at 4:01 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:
In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)

2. 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:In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)In re: Purdue Pharma L.P., et al., Debtors (Chapter 11),

U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649

3. The City Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.
Title: Interim City Manager.

RECONVENE INTO OPEN SESSION

The City Council reconvened into open session at 6:00 p.m. with all members present except for Councilmember Nigg.

ANNOUNCEMENTS

City Attorney Jex stated that the City Council met in Closed Session with respect to all of the items on the agenda. With respect to items #1 and 2, the City Council gave direction to opt in to the Opioid Litigation Settlements. With respect to item #3, there is no reportable action.

ADJOURN CLOSED SESSION

There being no further business, Mayor DePhillippo adjourned the Closed Session at 6:00 p.m.

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

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

ROLL CALL

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

Members absent: Dustin Nigg

Councilmember Nigg's absence was excused.

Staff in attendance: Interim City Manager Mann, City Attorney Jex, City Clerk Morales, Administrative Services Director Schrader, Interim Community Development Director Flores, Community Services Director Torres, Public Works Director/City Engineer Farag, Finance Manager Jantz, Senior Planner Lachgar, Code Enforcement Manager Berroteran, Human Resources Manager Wolf, Assistant to the City Manager Gorham and Senior Management Analyst Magdaleno.

FLAG SALUTE

The flag salute was led by Jony Santos.

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS

1. Recognizing Wildomar Heroes: Jony Santos and Alexis Perez

DEPARTMENT REPORTS

Police Department Quarterly Update

Fire Department Quarterly Update

Wildomar Library Quarterly Update

Public Works/Engineering Department Quarterly Report

PUBLIC COMMENTS

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

Nolan King, resident.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the agenda as presented.

Motion Approved: 4 - 0

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

1) CONSENT CALENDAR

Mayor Pro Tem Marquez requested to pull item #1.7 for a presentation.

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the Consent Calendar with the amendment to agenda item# 1.6 attachment B.

Motion Approved: 4 - 0

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

1.1) Minutes - July 9, 2025 - Regular Meeting

Approved the minutes as presented.

1.2) July 2025 City Warrant Register

Approved the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 7-1-2025 in the amount of $73,904.00
2. Warrant Register dated 7-3-2025 in the amount of $1,050,067.94
3. Warrant Register dated 7-10-2025 in the amount of $210,192.84
4. Warrant Register dated 7-17-2025 in the amount of $149,511.54
5. Warrant Register dated 7-24-2025 in the amount of $760,969.84
6. Warrant Register dated 7-29-2025 in the amount of $4,147.08
7. Warrant Register dated 7-31-2025 in the amount of $268,171.82
8. Wire Transfer Register dated 7-31-2025 in the amount of $91,282.93
9. Payroll Register dated 8-1-2025 in the amount of $728,932.76

1.3) June 2025 City Treasurers Report

Approved the Treasurer's Report for June 2025.

1.4) Development Code Amendment No. 2025-01 (Cannabis) - Second Reading and Adoption of an Ordinance No. 252 revising Title 17 (Development Code) of the Wildomar Municipal Code

1. Determined that Development Code Amendment No. 2025-01, and its adopting Ordinance No. 252, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Conducted a second reading by title only and adopt Ordinance No. 252 amending Title 17 (Development Code) of the Wildomar Municipal Code, as entitled:

ORDINANCE NO. 252
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-01 AMENDING VARIOUS CHAPTERS OF THE WILDOMAR MUNICIPAL CODE RELATED TO CANNABIS BUSINESSES

1.5) Adoption of the City of Wildomar Employer-Employee Relations Resolution

Adopted a Resolution entitled:

RESOLUTION NO 2025 - 39
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, ADOPTING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

1.6) TUMF Improvement and Credit/Reimbursement Agreement for Tract No. 37156 (Camelia Townhomes)

Authorized the Interim City Manager to execute the Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit/Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) and KB Cal Management Services, LLC, for the Camelia Townhomes Project.

1.7) Funding Agreements with the Riverside County Transportation Commission for the Mission Trail/Sedco and Palomar Street Sidewalk, Bike Lanes, and Multi-Purpose Trail Projects

1. Accepted $726,000 from the Riverside County Transportation Commission (RCTC) in SB 821 Bicycle and Pedestrian Facilities Program funding for the Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3) from Elberta Ave to Malaga Road (CIP 044-3).

2. Approved a supplemental appropriation in the amount of $726,000 and increase projected revenues in the amount of $726,000 in TDA Fund 202 for CIP 044-3 in FY 2025/26.

3. Accepted $525,235 from the Riverside County Transportation Commission (RCTC) in SB 821 Bicycle and Pedestrian Facilities Program funding for the Palomar Street Sidewalk, Trail, and Bike Lanes Project (Phase 3) from Clinton Keith Road to Harwood Lane (CIP 028-3).

4. Authorized the Interim City Manager to execute Funding Agreements No. 21-62-117-00 and 21-62-118-00 with RCTC.

1.8) Construction Contract Award - Catch Basin Filter Retrofit Project (CIP 091)

1. Authorized the Interim City Manager to execute a construction contract with Storm Drain Innovate Solutions Inc. (SWIS) in the amount of $299,000.46 for the Catch Basin Filter Retrofit Project (CIP 091) (Project) and waive any informality or irregularity in the bid.

2. Authorized the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $29,900 (contingency).

3. Approved a supplemental appropriation for Fund 601 (LLMD) to add $75,000 in expenditures for the Project.

4. Made a finding that the Catch Basin Filter Retrofit Project, CIP 091, is exempt from the provisions of the California Environmental Quality

Act (CEQA) and Multiple Species Habitat Conservation Plan (MSHCP) fees.

1.9) First Amendment to Cooperative Agreement with WRCOG and RCTC for the Bundy Canyon Rd./Wildomar Trail Interchange Improvement Projects (CIP 070/074)

Authorized the Interim City Manager to execute Amendment No. 1 to Cooperative Agreement between RCTC, City of Wildomar, and WRCOG for the Bundy Canyon Rd./Wildomar Trail Interchange Improvement Projects

1.10) Sole Source Agreement for Professional Services with Hinderliter Dellamas & Associates (HdL) for Business Registration Management and Administration

Authorized the Interim City Manager to execute a sole source Agreement for Professional Services with HdL Software LLC.

1.11) Modifying the Schedule and Requirements for Wildomar Cemetery District Board Meetings

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 40
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA MODIFYING THE SCHEDULE AND REQUIREMENTS FOR WILDOMAR CEMETERY DISTRICT BOARD MEETINGS

1.12) Fifth Amendment to Agreement with RRM Design Group, Inc., for the 27-Acre Park Project (CIP 062-1)

Authorized the Interim City Manager to execute the Fifth Amendment to the Agreement with RRM Design Group for the 27-Acre Park Project for an amount not to exceed $108,296.

2) PUBLIC HEARINGS

2.1) Development Code Amendment No. 2025-04 (Gas Stations, Car Washes, and Storage Uses) - Introduce Ordinance No. revising Title 17 (Development Code) of the Wildomar Municipal Code

Interim Community Development Director Flores presented the staff report.

James Prestininzi, Herwood Building Supplies, provided public comment.

Michael Ramirez, Beyond Food Mart, provided public comment.

Moved by Carlos Marquez; seconded by Bridgette Moore to
1. Determine that Development Code Amendment (DCA) No. 2025-04, and associated Ordinance No. [next in order], is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines.

2. Introduce Ordinance No. 253 and conduct the first reading by title only for ordinance, based on the necessary finding within, entitled:

ORDINANCE NO. 253
AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

3. Direct the City Clerk to schedule the second reading of Ordinance No. 253 at the next regular City Council meeting or as soon thereafter as feasible.

Motion Approved: 4 - 0

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

2.2) General Plan Amendment No. 2025-01 (Safety Element) - Adoption of Resolution to incorporate the of 2022 LHMP into the Wildomar General Plan, Safety Element (Chapter 9)

Interim Community Development Director Flores presented the staff report.

There were no public comments.

Moved by Bridgette Moore; seconded by Joseph Morabito to 1. Determine that General Plan Amendment No. 2025-01, and associated resolution, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Adopt a Resolution approving General Plan Amendment No. 2025-01 to adopt and incorporate by reference the 2022 Wildomar Local Hazard Mitigation Plan into the Safety Element, based on necessary findings within, and entitled:

RESOLUTION NO. 2025 - 41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 2025-01 AND INCORPORATING BY REFERENCE THE 2022 WILDOMAR LOCAL HAZARD MITIGATION PLAN INTO THE WILDOMAR GENERAL PLAN, SAFETY ELEMENT

Motion Approved: 4 - 0

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

2.3) Adoption of Revised Fire Safety and Prevention Fee Schedule

Fire Mashall Leach presented the staff report.

There were no public comments.

Moved by Bridgette Moore; seconded by Joseph Morabito to Adopt a Resolution entitled:

RESOLUTION NO. 2025 - 42
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULE OF USER FEES FOR FIRE SAFETY AND PREVENTION

Motion Approved: 4 - 0

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

3) GENERAL BUSINESS

3.1) Amendment to the City of Wildomar Personnel Rules and Regulations, Update to the Citys Harassment, Discrimination, and Retaliation Prevention Policy, and Adoption of a Drug- and Alcohol-Free Workplace Policy

Human Resources and Risk Manager Wolf presented the staff report.

There were no public comments.

Moved by Bridgette Moore; seconded by Joseph Morabito to Adopt a Resolution entitled:

RESOLUTION NO 2025 - 43
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, APPROVING THE REVISION OF THE CITY'S PERSONNEL RULES AND REGULATIONS, APPROVING THE UPDATE TO THE HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION POLICY, AND ADOPTING A DRUG- AND ALCOHOL-FREE WORKPLACE POLICY

Motion Approved: 5 - 0

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

3.2) Addition of Fire Safety Specialist Position

Supervising Fire Marshal Leach presented the staff report.

There were no public comments.

Moved by Bridgette Moore; seconded by Joseph Morabito to Approve the addition of one Fire Safety Specialist to be provided through the Riverside County contract on behalf of the Fire Department.

Motion Approved: 4 - 0

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

3.3) Proposed Amendments to Municipal Code 12.12.010 - City Parks and Open Space Areas

Community Services Director Torres presented the staff report.

There were no public comments.

The City Council discussed and provided direction to bring back an ordinance incorporating changes to the commercial solicitation section, allowing staff to approve and update the overnight parking policy to prohibit overnight parking without approval, except on days when events are held.

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

City Clerk Morales presented the staff report.

There were no public comments.

Moved by Ashlee DePhillippo; seconded by Bridgette Moore to
1. Ratify Council Member Morabito as the Voting Delegate and Council Member Moore as the Alternate; and

2. Authorize staff to complete and submit the official Voting Delegate/Alternate form to the League of California Cities.

Motion Approved: 4 - 0

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

COUNCIL COMMUNICATIONS

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

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

CITY MANAGER REPORT

Interim City Manager Mann presented the report.

FUTURE AGENDA ITEMS

Added:

Policy for private maintenance on walls due to graffiti - Morabito

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair DePhillippo at 8:47 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

Councilmember Nigg's absence was excused.

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the agenda as presented.

Motion Approved: 4 - 0

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

4) CEMETERY CONSENT CALENDAR

Moved by Bridgette Moore; seconded by Joseph Morabito to approve the Cemetery Consent Calendar.

Motion Approved: 4 - 0

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

4.1) Minutes - July 9, 2025 - Regular Meeting

Approved the minutes as presented.

4.2) July 2025 Cemetery Warrant Register

Approved the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 7-3-2025 in the amount of $352.83
2. Warrant Register dated 7-10-2025 in the amount of $2,014.76
3. Warrant Register dated 7-17-2025 in the amount of $150.08
4. Warrant Register dated 7-24-2025 in the amount of $3,468.09
5. Warrant Register dated 7-31-2025 in the amount of $7,026.16.

4.3) June 2025 Cemetery Treasurers Report

Approved the Treasurer's Report for June 2025.

5) CEMETERY PUBLIC HEARINGS

There were no items scheduled.

6) CEMETERY GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report given.

FUTURE AGENDA ITEMS

No future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair DePhillippo adjourned the Wildomar Cemetery District Meeting at 8:48 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: September 10, 2025

SUBJECT: August 2025 City Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 8-7-2025 in the amount of $711,221.40
2. Warrant Register dated 8-14-2025 in the amount of $163,259.88
3. Warrant Register dated 8-21-2025 in the amount of $1,281,493.29
4. Warrant Register dated 8-28-2025 in the amount of $217,327.34
5. Wire Transfer Register dated 7-31-2025 in the amount of $524,814.16
6. Payroll Register dated 8-1-2025 in the amount of $498,240.70

SUMMARY:
August 2025 City Warrant Register

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

FISCAL IMPACT:
These Warrant, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Years 2024/2025 and 2025/26 Budgets.

ATTACHMENTS:
August 2025 City Warrant Register.pdf

Transaction Name	Paying Transaction	Bill Date	Payment Dat	Amount (Credit)	Vendor	Memo
Bill #90004836	Bill Payment #220511	6/30/2025	8/28/2025	13,349.60	YUNEX, LLC	Tag 148 new streetlight poles various locations
Bill #2025-971	Bill Payment #220426	6/30/2025	8/7/2025	22,129.00	TKE ENGINEERING INC	CIP 026-2, DESIGN PS&E 06/01/25-06/30/25
Bill #16405	Bill Payment #220427	6/24/2025	8/7/2025	11,147.50	VAN ENGINEERING	Emergency work on Grand Ave. @ Tranquil
Bill #725050427	Bill Payment #220406	5/31/2025	8/7/2025	10,620.00	GEOCON WEST, INC.	CIP 028-2 Palomar Widening - May 2025
Bill #72925	Bill Payment #220425	7/29/2025	8/7/2025	263.90	BAGGIO, TINA	Mileage Reimbursement: 07/21/25-07/25/25
Bill #INV00504426	Bill Payment #220436	6/30/2025	8/14/2025	249.52	BOOT BARN HOLDINGS	PW Safety Boots - Cameron Luna, June 2025
Bill #1994	Bill Payment #220421	7/31/2025	8/7/2025	5,585.29	SPICER CONSULTING GROUP	Special Tax Consultant District Administration - July 2025
Bill #143978	Bill Payment #220423	5/11/2025	8/7/2025	640.00	STEVE'S TOWING INC	Case WI251300033
Bill #2025-814	Bill Payment #220455	5/31/2025	8/14/2025	19,435.00	TKE ENGINEERING INC	CIP 057-3 Road Rehab, Design PS&E 11/01/24-05/31/25
Bill #17552	Bill Payment #220415	7/9/2025	8/7/2025	155.42	PRINT POSTAL	City Official Business Cards
Bill #73125	Bill Payment #220410	7/31/2025	8/7/2025	375.00	LACHGAR, ABDURAHMAN	2025 IES APA PC Academy
Bill #101921561	Bill Payment #220412	8/2/2025	8/7/2025	15,165.00	ORACLE AMERICA, INC.	Oracle NetSuite Services 05/03/25-08/02/25
Bill #102021251	Bill Payment #220412	8/2/2025	8/7/2025	60.00	ORACLE AMERICA, INC.	Oracle NetSuite Services 07/03/25-08/02/25
Bill #101921562	Bill Payment #220412	8/2/2025	8/7/2025	1,282.50	ORACLE AMERICA, INC.	Oracle NetSuite Services 05/03/25-08/02/25
Bill #46237	Bill Payment #220409	6/30/2025	8/7/2025	4,426.89	INLAND EMPIRE LANDSCAPE INC	City Irrigation Repairs - June 2025
Bill #46375	Bill Payment #220409	6/30/2025	8/7/2025	2,805.42	INLAND EMPIRE LANDSCAPE INC	20-Acre Irrigation Repairs - June 2025
Bill #46238	Bill Payment #220409	6/30/2025	8/7/2025	13,127.99	INLAND EMPIRE LANDSCAPE INC	Landscape Maintenance - June 2025
Bill #13979	Bill Payment #220459	5/28/2025	8/21/2025	89.18	AMERICAN EAGLE TROPHIES	1 Glass Award 6 1/2 Round Facet Glass on Black Base (Employee Recognition)
Bill #6119173949	Bill Payment #220428	7/22/2025	8/7/2025	1,465.40	VERIZON WIRELESS	Verizon 06/23/25-07/22/25
Bill #6119173950	Bill Payment #220428	7/22/2025	8/7/2025	40.01	VERIZON WIRELESS	Verizon 06/23/25-07/22/25
Bill #072925-6801	Bill Payment #220420	7/28/2025	8/7/2025	113.54	EDISON	06/26/25-07/28/25 Elec 21347 Como St (Little League)
Bill #072925-9129	Bill Payment #220420	7/22/2025	8/7/2025	1,239.43	EDISON	06/26/25-07/28/25 Elec - 32637 Gruwell (FS61)
Bill #072925-5471	Bill Payment #220420	7/27/2025	8/7/2025	10.40	EDISON	06/25/25-07/27/25 Electric - 36551 Elizabeth Pedestal (For Irrigation Meter)
Bill #072925-6801-2	Bill Payment #220420	7/28/2025	8/7/2025	11.40	EDISON	06/26/25-07/28/25 CFD 2013-1 Zone 10
Bill #63025	Bill Payment #220397	6/30/2025	8/7/2025	465.30	CALIFORNIA BUILDING STANDARDS,	City Building Standard Fees 04/01/25-06/30/25
Bill #80425	Bill Payment #220402	6/30/2025	8/7/2025	1,175.86	DEPARTMENT OF CONSERVATION, DIVISION OF ADMIN SERVICE	SMIP Fees April 2025 - June 2025
Bill #SH0000048731	Bill Payment #220419	6/30/2025	8/7/2025	608,417.36	RIVERSIDE COUNTY, SHERIFF'S DEPARTMENT	Contract Law Enforcement Through 06/30/2025
Bill #25506-1	Bill Payment #220393	7/26/2025	8/7/2025	1,080.91	A BETTER PARTY, INC.	Chair Rental for City Birthday Celebration
Bill #3107328019	Bill Payment #220413	7/28/2025	8/7/2025	201.85	PITNEY BOWES	Postage Meter Rental 06/16/25-09/15/25
Bill #13749536	Bill Payment #220403	7/28/2025	8/7/2025	1,913.85	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/14/25-07/15/25 Water Zone 42 Loc 01 M1
Bill #13749787	Bill Payment #220403	7/28/2025	8/7/2025	286.49	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/14/25-07/15/25 Water Zone 42 Loc 03 M3
Bill #13749788	Bill Payment #220403	7/28/2025	8/7/2025	206.02	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/14/25-07/15/25 Water Zone 42 Loc 02 M2
Bill #13756480	Bill Payment #220403	7/30/2025	8/7/2025	547.83	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/18/25-07/19/25 Water Zone 3 Loc 35 M1
Bill #13756685	Bill Payment #220403	7/31/2025	8/7/2025	343.91	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/18/25-07/19/25 Water City Hall
Bill #13759506	Bill Payment #220403	7/30/2025	8/7/2025	746.58	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/18/25-07/19/25 Water CFD 2013-1 Zone 5
Bill #181100	Bill Payment #220401	6/30/2025	8/7/2025	310.00	DATA TICKET, INC.	June 2025 Online Access
Bill #181750	Bill Payment #220401	6/30/2025	8/7/2025	452.73	DATA TICKET, INC.	June 2025 Daily Cite Processing
Bill #52825v2	Bill Payment #220416	5/28/2025	8/7/2025	75.00	RENE CAMBERO	Reissue of Check for 5/7/2025 Planning Commission Meeting
Bill #8011503259	Bill Payment #220422	7/25/2025	8/7/2025	178.43	STERICYCLE, INC	Contractual Shredding Svc
Bill #39759260	Bill Payment #220407	7/28/2025	8/7/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #019-1780554
Bill #309059/3	Bill Payment #220394	7/9/2025	8/7/2025	11.79	ACE HARDWARE	Road Maintenance Program Equipment-Fasteners
Bill #34095-34100	Bill Payment #220433	7/31/2025	8/14/2025	4,139.05	ARCHITERRA DESIGN GROUP	July 2025 Plan Check Services
Bill #05G8710025004	Bill Payment #220414	7/29/2025	8/7/2025	214.56	PRIMO BRANDS	City Hall Drinking Water Services 06/27/25-07/26/25
Bill #2025-8	Bill Payment #220400	8/5/2025	8/7/2025	86.68	Coalition for Controlling Ins. Costs in California Schools Health and Welfare Trust	EAP Invoice for August
Bill #6226	Bill Payment #220404	7/30/2025	8/7/2025	187.00	EMERGENCY-1 RESPONSE, INC.	EMT Service - City Birthday
Bill #9331826611	Bill Payment #220399	7/31/2025	8/7/2025	150.07	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #309068/3	Bill Payment #220394	7/11/2025	8/7/2025	100.25	ACE HARDWARE	Road Maintenance Program Equipment-Wipes, Motomix
Bill #172058196-0001	Bill Payment #220454	7/28/2025	8/14/2025	1,013.70	SUNBELT RENTALS, INC.	Light tower for the City Birthday Event
Bill #309070/3	Bill Payment #220394	7/11/2025	8/7/2025	82.61	ACE HARDWARE	Road Maintenance Program Equipment-Absorbent Oil

Bill #172277251-0001	Bill Payment #220424	7/31/2025	8/7/2025	282.88	SUNBELT RENTALS, INC.	Prop & Equipment Rental
Bill #309073/3	Bill Payment #220394	7/11/2025	8/7/2025	88.75	ACE HARDWARE	Road Maintenance Program Equipment - Concrete Mix
Bill #1427	Bill Payment #220408	7/30/2025	8/7/2025	1,400.00	HEYDAY RECORDS AND EVENTS	DJ and Emcee Services for National Night Out 8/05/25
Bill #309074/3	Bill Payment #220394	7/11/2025	8/7/2025	4.03	ACE HARDWARE	Road Maintenance Program Equipment-Fasteners
Bill #309075/3	Bill Payment #220394	7/11/2025	8/7/2025	82.93	ACE HARDWARE	Road Maintenance Program Equipment-Concrete Mix
Bill #47797	Bill Payment #220396	6/30/2025	8/7/2025	443.05	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #309091/3	Bill Payment #220394	7/16/2025	8/7/2025	7.22	ACE HARDWARE	Road Maintenance Program Equipment-Poly Tarp
Bill #309093/3	Bill Payment #220394	7/16/2025	8/7/2025	226.16	ACE HARDWARE	Road Maintenance Program Equipment-Duct Tape, Fasteners
Bill #80525	Bill Payment #220405	7/30/2025	8/7/2025	75.00	FILAR, ERIC	Planning Commission Meeting 07/30/25
Bill #80525	Bill Payment #220395	7/30/2025	8/7/2025	75.00	BERNARD, BRIANNA	Planning Commission Meeting 07/30/25
Bill #80525	Bill Payment #220398	7/30/2025	8/7/2025	75.00	CHARLES GOLDEN	Planning Commission Meeting 07/30/25
Bill #80525	Bill Payment #220411	7/30/2025	8/7/2025	75.00	NOLAN KING	Planning Commission Meeting 07/30/25
Bill #80525	Bill Payment #220416	7/30/2025	8/7/2025	75.00	RENE CAMBERO	Planning Commission Meeting 07/30/25
Bill #309094/3	Bill Payment #220394	7/16/2025	8/7/2025	14.45	ACE HARDWARE	Road Maintenance Program Equipment-Auger Bit
Bill #309095/3	Bill Payment #220394	7/17/2025	8/7/2025	97.79	ACE HARDWARE	Road Maintenance Program Equipment-Water, Drill, Bar Clamp
Bill #309096/3	Bill Payment #220394	7/18/2025	8/7/2025	80.26	ACE HARDWARE	Road Maintenance Program Equipment- Concrete Mix
Bill #309098/3	Bill Payment #220394	7/18/2025	8/7/2025	5.47	ACE HARDWARE	Road Maintenance Program Equipment-Fasteners
Bill #309102/3	Bill Payment #220457	7/19/2025	8/14/2025	3.16	ACE HARDWARE	Road Maintenance Program Equipment-Fasteners
Bill #309111/3	Bill Payment #220457	7/22/2025	8/14/2025	383.31	ACE HARDWARE	Road Maintenance Program Equipment-Pruners
Bill #309120/3	Bill Payment #220457	7/25/2025	8/14/2025	103.27	ACE HARDWARE	Road Maintenance Program Equipment-Folding Chair
Bill #309158/3	Bill Payment #220457	8/4/2025	8/14/2025	26.95	ACE HARDWARE	Road Maintenance Program Equipment-Drawstring Bags
Bill #RS7105340	Bill Payment #220438	7/31/2025	8/14/2025	58.95	CORODATA RECORDS, INC.	Standard Record Storage Carton 7/01/25-7/31/25
Bill #136855	Bill Payment #220449	8/7/2025	8/14/2025	2,139.98	PVP COMMUNICATIONS	Motor Deputy Helmet
Bill #7411	Bill Payment #220437	5/31/2025	8/14/2025	5,200.00	CALIFORNIA CONSULTING, INC.	Monthly Retainer - May, 2025
Bill #25-1386	Bill Payment #220442	8/8/2025	8/14/2025	4,024.40	GATES SOUND	Matrix Switch Replacement for Chambers
Bill #WILD-01-0 - 10	Bill Payment #220447	7/31/2025	8/14/2025	3,208.75	PLACEWORKS	July 2025 Contractual Svc - Project Related
Bill #WILD-02.0 - 10	Bill Payment #220447	7/31/2025	8/14/2025	675.00	PLACEWORKS	July 2025 Contractual Svc - GP Update/EIR
Bill #01.12 - 10	Bill Payment #220447	7/31/2025	8/14/2025	40,558.85	PLACEWORKS	July 2025 Contractual Svc - The Bluffs at Hidden Springs Specific Plan and EIR
Bill #080125-8975	Bill Payment #220452	8/1/2025	8/14/2025	136.68	EDISON	07/01/25-07/31/25 CFD Zone 3
Bill #080125-7694	Bill Payment #220452	8/1/2025	8/14/2025	232.44	EDISON	07/01/25-07/31/25 CFD Zone 3
Bill #080125-0962	Bill Payment #220452	8/1/2025	8/14/2025	261.75	EDISON	07/01/25-07/31/25 Electric CFD 2013-01 Zone 2
Bill #080125-1757	Bill Payment #220452	8/1/2025	8/14/2025	211.26	EDISON	07/01/25-07/31/25 Electric CFD 2013-1 Zone 3
Bill #080125-7504	Bill Payment #220452	8/1/2025	8/14/2025	35.74	EDISON	07/01/25-07/31/25 Electric CFD 2013-01 Orange/Corazza
Bill #080125-4487	Bill Payment #220452	8/1/2025	8/14/2025	56.56	EDISON	07/01/25-07/31/25 20505 Palomar St (Marna)
Bill #080125-4845	Bill Payment #220452	8/1/2025	8/14/2025	68.34	EDISON	07/01/25-07/31/25 Stable Lanes RD/Crystal Way
Bill #080125-9127	Bill Payment #220452	8/1/2025	8/14/2025	258.63	EDISON	07/01/25-07/31/25 Electric CFD 2013-001 Zone 5
Bill #080125-4610	Bill Payment #220452	8/1/2025	8/14/2025	136.69	EDISON	07/01/25-07/31/25 Electric CFD 2013-001 Zone 3
Bill #080125-7481	Bill Payment #220452	8/1/2025	8/14/2025	537.76	EDISON	06/12/25-07/31/25 CSA 103
Bill #073025-2458	Bill Payment #220452	7/30/2025	8/14/2025	448.03	EDISON	Electricity Charges from 06/17/25-07/17/25
Bill #081425	Bill Payment #220441	8/14/2025	8/14/2025	100.00	FRANCHISE TAX BOARD	Withholding Order
Bill #080125-4293	Bill Payment #220452	7/31/2025	8/14/2025	6,300.40	EDISON	07/01/25-07/31/25 CSA 103 Sales Acquisition
Bill #080625-0828-2	Bill Payment #220452	7/31/2025	8/14/2025	177.61	EDISON	07/01/25-07/31/25 Crystal Way/Onyx Light
Bill #080625-1202-2	Bill Payment #220452	7/31/2025	8/14/2025	25.29	EDISON	07/01/25-07/31/25 Hidden Springs/Clinton Keith
Bill #005-294	Bill Payment #220448	6/30/2025	8/14/2025	48,675.88	PV MAINTENANCE, INC.	Maintenance - June 2025
Bill #070725-1202-1	Bill Payment #220452	6/30/2025	8/14/2025	25.14	EDISON	06/01/25-06/30/25 Hidden Springs/Clinton Keith
Bill #070725-0828-1	Bill Payment #220452	6/30/2025	8/14/2025	177.61	EDISON	06/01-30/25 Crystal Way/Onyx Lights
Bill #272493	Bill Payment #220443	8/6/2025	8/14/2025	1,401.15	INNOVATIVE DOCUMENT SOLUTIONS	07/01/25-7/31/25 Contract Copier Services Maintenance/Repairs,Ink/Toner(7 copiers)
Bill #AUG 2025	Bill Payment #220432	8/6/2025	8/14/2025	7,687.50	ANIMAL FRIENDS OF THE VALLEY,, INC.	Animal Control Service August 2025
Bill #041125-8408	Bill Payment #220452	7/14/2025	8/14/2025	10.60	EDISON	03/13/25-04/10/25 35711 Capistrano St CFD Zone 2
Bill #2025-0170833	Bill Payment #220478	6/30/2025	8/21/2025	20.00	RIVERSIDE ASSESSOR-COUNTY CLERK-	June 2025 Recorder Billing Statement
Bill #INV000024792	Bill Payment #220434	8/15/2025	8/14/2025	4,233.00	ARMADA ADMINISTRATORS	Council Member Armada Care Insurance

Bill #309124/3	Bill Payment #220430	7/25/2025	8/14/2025	49.56	ACE HARDWARE	Facilities Supplies
Bill #309149/3	Bill Payment #220430	8/1/2025	8/14/2025	3.68	ACE HARDWARE	Facilities Supplies
Bill #309139/3	Bill Payment #220430	7/30/2025	8/14/2025	2.11	ACE HARDWARE	Facilities Supplies
Bill #INV-40796	Bill Payment #220451	6/30/2025	8/14/2025	245.54	SIGNS BY TOMORROW	(4) Coroplast Signs
Bill #INV-40907	Bill Payment #220451	6/30/2025	8/14/2025	365.54	SIGNS BY TOMORROW	(1) Coro Signs
Bill #INV-40910	Bill Payment #220451	6/30/2025	8/14/2025	842.81	SIGNS BY TOMORROW	(1) Coro Billboards & Letters
Bill #885511	Bill Payment #220445	8/6/2025	8/14/2025	3,000.00	LAKE ELSINORE STORM, LP	Storm Night
Bill #96811	Bill Payment #220431	7/28/2025	8/14/2025	228.60	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Wildomar's Birthday
Bill #80625	Bill Payment #220439	8/6/2025	8/14/2025	500.00	DUSTIN THOMPSON PHOTOGRAPHY	Photos for National Night Out
Bill #100401808183	Bill Payment #220446	3/31/2025	8/14/2025	607.26	OTIS ELEVATOR COMPANY	Maintenance Service from 7/1/24-3/31/25
Bill #100401989731	Bill Payment #220446	8/1/2025	8/14/2025	1,004.31	OTIS ELEVATOR COMPANY	Maintenance Service from 7/1/25-9/30/25
Bill #SD17405001	Bill Payment #220446	8/1/2025	8/14/2025	2,481.74	OTIS ELEVATOR COMPANY	New Elevator Car Fan Repair
Bill #1674	Bill Payment #220468	7/19/2025	8/21/2025	150.00	HONOR PLUMBING CO	Service - Maintenance/Repair
Bill #408287	Bill Payment #220453	8/4/2025	8/14/2025	197.78	STAUFFERS LAWN EQUIPMENT	Community Services Lawn Equipment
Bill #1243	Bill Payment #220440	8/11/2025	8/14/2025	500.00	THE ENDEAVOR PRODUCTION, GROUP	National Night Out Video
Bill #81425	Bill Payment #220444	8/14/2025	8/14/2025	813.00	LACHGAR, ABDURAHMAN	2025 APA Membership Abdu
Bill #82263633	Bill Payment #220462	7/31/2025	8/21/2025	224.25	CORELOGIC SOLUTIONS, LLC	July 2025 Code Enforcement Software
Bill #33043-Jul	Bill Payment #220466	7/31/2025	8/21/2025	10,825.00	GOD'S FAN CLUB DBA: PROJECT TOUCH	To Record Wildomar City Shelter - July 2025
Bill #2025-967	Bill Payment #220484	6/30/2025	8/21/2025	16,429.50	TKE ENGINEERING INC	CIP 025-1 Clinton Keith Road Widening PH 1, Design PS&E, June 2025
Bill #2025-806	Bill Payment #220508	5/31/2025	8/28/2025	4,743.50	TKE ENGINEERING INC	CIP 025-1 Clinton Keith Road Widening PH 1, Design PS&E, May 2025
Bill #2025-968	Bill Payment #220508	6/30/2025	8/28/2025	2,410.00	TKE ENGINEERING INC	General Consulting Services - June 2025
Bill #2025-808A	Bill Payment #220508	5/31/2025	8/28/2025	189.00	TKE ENGINEERING INC	General Consulting Services - May 2025
Bill #2025-807	Bill Payment #220484	5/31/2025	8/21/2025	10,347.00	TKE ENGINEERING INC	PW Fixed Fee Reviews & Inspections General Right of Way Inspections, May 2025
Bill #32175-Apr	Bill Payment #220466	4/30/2025	8/21/2025	8,570.00	GOD'S FAN CLUB DBA: PROJECT TOUCH	To record Wildomar City Shelter - April 2025
Bill #80525	Bill Payment #220475	8/6/2025	8/21/2025	281.66	PALM CONSTRUCTION LOS ANGELES	Partial Fixed Fee Permit Refund for BPL-25-0363
Bill #39863062	Bill Payment #220467	8/8/2025	8/21/2025	759.09	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #020-1472515
Bill #188866201080725	Bill Payment #220461	8/7/2025	8/21/2025	5.30	CHARTER COMMUNICATIONS	Cable through 09/07/25 - FS61
Bill #81225	Bill Payment #220480	8/12/2025	8/21/2025	141.36	SOCALGAS	07/09/25-08/08/25 Gas - Fire Dept 32637 Gruwell
Bill #80625	Bill Payment #220486	8/6/2025	8/21/2025	502.25	PITNEY BOWES	Postage Meter Refill 07/31/25
Bill #13752446	Bill Payment #220465	7/29/2025	8/21/2025	180.11	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 3 Loc 23 M1
Bill #13752653	Bill Payment #220465	7/29/2025	8/21/2025	88.49	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 30 Loc 2
Bill #13752693	Bill Payment #220465	8/29/2025	8/21/2025	152.24	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 30 Loc 49 M1
Bill #13752949	Bill Payment #220465	7/29/2025	8/21/2025	236.62	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 51 Loc 01
Bill #13753114	Bill Payment #220465	7/29/2025	8/21/2025	569.13	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water 21400 Palomar St Little League Field
Bill #13753156	Bill Payment #220465	7/29/2025	8/21/2025	1,331.37	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Windsong Park
Bill #13753667	Bill Payment #220465	7/29/2025	8/21/2025	822.10	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 3 Loc 29 M1
Bill #13753745	Bill Payment #220465	7/29/2025	8/21/2025	252.77	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 3 Loc 29 M2
Bill #13753748	Bill Payment #220465	7/29/2025	8/21/2025	343.49	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 30 Loc 1
Bill #13753847	Bill Payment #220465	7/29/2025	8/21/2025	417.66	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 3 Loc 42 & 47 M1
Bill #13754240	Bill Payment #220465	7/29/2025	8/21/2025	188.22	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water 22450 1/2 Cervera
Bill #13754483	Bill Payment #220465	7/29/2025	8/21/2025	146.83	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water 22450 Cervera
Bill #13755573	Bill Payment #220465	7/29/2025	8/21/2025	453.99	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 62 - 22933 Delca
Bill #13755659	Bill Payment #220465	7/29/2025	8/21/2025	124.39	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Water Zone 67 - Arnett & Catt
Bill #13756067	Bill Payment #220465	7/29/2025	8/21/2025	219.22	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 CFD 2022-1 NE Wildomar Trail/Margaret Ln
Bill #082317220X250813	Bill Payment #220464	8/13/2025	8/21/2025	173.99	DIRECT TV	08/12/25-09/11/25 Cable Services - City Hall
Bill #39871716	Bill Payment #220467	8/11/2025	8/21/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. 022-1585799
Bill #11744922	Bill Payment #220482	7/7/2025	8/21/2025	392.65	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - NOPH DCA 2025-04
Bill #11743803	Bill Payment #220482	7/8/2025	8/21/2025	1,216.63	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - CIP 091- Catch Basin Filter Retrofit Project
Bill #11746449	Bill Payment #220482	7/19/2025	8/21/2025	398.88	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - GPA2025-01 NOPH
Bill #11747122	Bill Payment #220482	7/30/2025	8/21/2025	130.88	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - User Fee Schedule Update

Bill #2629298	Bill Payment #220476	8/13/2025	8/21/2025	455.21	PAPER DIRECT	City Council Department Supplies
Bill #838062	Bill Payment #220463	8/7/2025	8/21/2025	49.00	DEPARTMENT OF JUSTICE	Pre Employment Background - Maint. Work - CSD
Bill #87695602	Bill Payment #220474	8/4/2025	8/21/2025	226.00	OCCUPATIONAL HEALTH CENTERS OF, CALIFORNIA,A MEDICAL CORP	Physical Exam w/Rapid eCup Orozco, Christian A
Bill #977479	Bill Payment #220458	8/12/2025	8/21/2025	64.21	AFLAC, REMITTANCE PROCESSING, CENTER	August 2025 City Clerks Med Ins Benefits
Bill #81925	Bill Payment #220483	8/19/2025	8/21/2025	3,500.00	THE CABINET GUY	Replacement of cabinets at Fire Station
Bill #73025	Bill Payment #220472	7/30/2025	8/21/2025	327.97	MCGUIRE PROPERTIES, INC.	Developer Deposit Refund for BXX-23-1767
Bill #81525	Bill Payment #220485	8/15/2025	8/21/2025	1,041,328.35	VAN ENGINEERING	Progress Payment #6 for CIP028-2 & CIP067-1
Bill #78416	Bill Payment #220479	7/31/2025	8/21/2025	9,200.00	ROGERS, ANDERSON, MALODY &, SCOTT LLP	July 2025 FY25/26 Audit - City of Wildomar
Bill #2027426	Bill Payment #220469	6/30/2025	8/21/2025	5,070.85	INTERWEST CONSULTING GROUP	Building & Safety Services - June 2025
Bill #2028425	Bill Payment #220469	6/30/2025	8/21/2025	34,902.26	INTERWEST CONSULTING GROUP	CIP Professional Services - June 2025
Bill #2022556	Bill Payment #220469	6/30/2025	8/21/2025	7,647.50	INTERWEST CONSULTING GROUP	Non-CIP Services for June 2025
Bill #90877	Bill Payment #220473	7/31/2025	8/21/2025	43,585.00	MNS ENGINEERS, INC	Professional Services for the period: 07/01/25-07/31/25
Bill #081525-3047	Bill Payment #220481	8/15/2025	8/21/2025	79.88	EDISON	07/16/25-08/13/25 34311 Mission Trail TC1
Bill #081525-3243	Bill Payment #220481	8/15/2025	8/21/2025	32.52	EDISON	07/16/25-08/13/25 31818 Central St LS3
Bill #081525-3950	Bill Payment #220481	8/15/2025	8/21/2025	29.88	EDISON	07/16/25-08/13/25 34311 Mission Trail LS3
Bill #081525-5361	Bill Payment #220481	8/15/2025	8/21/2025	76.83	EDISON	07/16/25-08/13/25 31818 Central TC1
Bill #081525-8688	Bill Payment #220481	8/15/2025	8/21/2025	74.05	EDISON	07/16/25-08/13/25 21458 Grand Ave TC1
Bill #081525-7372	Bill Payment #220481	8/15/2025	8/21/2025	62.66	EDISON	07/16/25-08/13/25 24211 Clinton Keith Rd TC1
Bill #081325-5636	Bill Payment #220481	8/13/2025	8/21/2025	155.90	EDISON	07/15/25-08/12/25 Clinton Keith Rd Suite 101
Bill #081325-2838	Bill Payment #220481	8/13/2025	8/21/2025	1,671.46	EDISON	07/15/25-08/12/25 Electric City Hall
Bill #081325-3123	Bill Payment #220481	8/13/2025	8/21/2025	213.54	EDISON	07/15/25-08/12/25 Clinton Keith Rd Suite 109
Bill #081325-7255	Bill Payment #220481	8/13/2025	8/21/2025	356.00	EDISON	07/15/25-08/12/25 23873 Clinton Keith Rd Suite 110
Bill #081325-3487	Bill Payment #220481	8/13/2025	8/21/2025	498.58	EDISON	07/15/25-08/12/25 23873 Clinton Keith Rd Suite 103
Bill #081525-4237	Bill Payment #220481	8/15/2025	8/21/2025	341.17	EDISON	07/16/25-08/13/25 Clinton Keith Rd Suite 111
Bill #081225-2529	Bill Payment #220481	8/12/2025	8/21/2025	206.60	EDISON	07/03/25-08/11/25 22378 Bundy Canyon Rd
Bill #081325-8408	Bill Payment #220481	8/13/2025	8/21/2025	15.72	EDISON	07/15/25-08/12/25 35711 Capistrano St CFD Zone 2
Bill #BI-6249	Bill Payment #220465	8/20/2025	8/21/2025	274.00	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	Councilmember Moore's Ticket to the EVMWD 75th birthday event
Bill #162684	Bill Payment #220470	4/30/2025	8/21/2025	3,000.00	JOE A. GONSALVES & SON	April 2025 Prof. Contractual Legislative Advocacy Svcs.
Bill #162248	Bill Payment #220470	1/31/2025	8/21/2025	3,000.00	JOE A. GONSALVES & SON	January 2025 Prof. Contractual Legislative Advocacy Svcs
Bill #25-203654	Bill Payment #220478	7/3/2025	8/21/2025	50.00	RIVERSIDE ASSESSOR-COUNTY CLERK-	July 2025 Recorder- Cherry Outpost Filing
Bill #346234	Bill Payment #220460	6/30/2025	8/21/2025	67,491.66	BURKE, WILLIAMS AND SORENSON,, LLP	Legal Services - June 2025
Bill #82025	Bill Payment #220471	8/20/2025	8/21/2025	1,108.00	LA CRESTA PROPERTY OWNER ASSOCIATION	Refunding Deposit & Unused Room Rentals
Bill #WILD-02.0 - 7	Bill Payment #220500	4/30/2025	8/28/2025	3,628.75	PLACEWORKS	April 2025 Contractual Svc - GP Update/EIR
Bill #WILD-01.0 - 7	Bill Payment #220500	4/30/2025	8/28/2025	13,648.75	PLACEWORKS	April 2025 Contractual Services - Project Related
Bill #WILD-01.12 - 7	Bill Payment #220500	4/30/2025	8/28/2025	58,506.79	PLACEWORKS	April 2025 Contractual Svc - The Bluffs at Hidden Springs Specific Plan and EIR
Bill #33951	Bill Payment #220487	6/30/2025	8/28/2025	5,937.25	ARCHITERRA DESIGN GROUP	CIP 099, Design PS&E, June 2025
Bill #620711	Bill Payment #220489	6/30/2025	8/28/2025	427.18	CRISP IMAGING	CIP 099, Project Dev/Environ, June, 2025
Bill #56355	Bill Payment #220496	6/30/2025	8/28/2025	4,675.77	MARK THOMAS & COMPANY INC.	CIP 028-2 Palomar Widening - June 2025
Bill #1304023005	Bill Payment #220497	7/31/2025	8/28/2025	6,850.11	NICHOLS CONSULTING ENGINEERS	CIP 050-1, Design PS&E, July 2025
Bill #1304023004	Bill Payment #220497	6/30/2025	8/28/2025	10,725.00	NICHOLS CONSULTING ENGINEERS	CIP 050-1, Design PS&E, June 2025
Bill #2506C209	Bill Payment #220499	6/30/2025	8/28/2025	6,630.00	PARSONS TRANSPORTATION GRP INC	CIP 026-2 Design PS&E
Bill #WILD-01.6 - 10	Bill Payment #220500	6/30/2025	8/28/2025	97.50	PLACEWORKS	CIP 026-1, Project Dev/Environ. June 2025
Bill #WILD-01.9 - 10	Bill Payment #220500	6/30/2025	8/28/2025	536.25	PLACEWORKS	CIP 099, Project Dev/ Environ, June 2025
Bill #2025-206	Bill Payment #220508	2/28/2025	8/28/2025	3,507.00	TKE ENGINEERING INC	Traffic Engineering - February 2025
Bill #2025-443A	Bill Payment #220508	3/31/2025	8/28/2025	2,205.00	TKE ENGINEERING INC	General Consulting Services - March 2025
Bill #2025-573	Bill Payment #220508	4/30/2025	8/28/2025	7,531.00	TKE ENGINEERING INC	PW Fixed Fee Reviews & Inspections General Right of Way Inspections, April 2025
Bill #2025-574REV	Bill Payment #220508	4/30/2025	8/28/2025	772.00	TKE ENGINEERING INC	General Consulting Services - April 2025
Bill #2025-974	Bill Payment #220508	6/30/2025	8/28/2025	6,746.00	TKE ENGINEERING INC	CIP 057-3 Road Rehab, Design PS&E, June 2025
Bill #2025-966	Bill Payment #220508	6/30/2025	8/28/2025	4,163.00	TKE ENGINEERING INC	Traffic Engineering - June 2025
Bill #2025-975	Bill Payment #220508	6/30/2025	8/28/2025	3,594.00	TKE ENGINEERING INC	CIP 097-1, Design PS&E - March-June 2025
Bill #INV	Bill Payment #220506	8/25/2025	8/28/2025	8,600.00	SHIELDCO, LLC	City of Wildomar Sign

Bill #39912759	Bill Payment #220492	8/18/2025	8/28/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #018-1765784
Bill #SIN053514	Bill Payment #220493	7/31/2025	8/28/2025	3,217.80	HDL SOFTWARE LLC.	July 2025 Hdl Fees
Bill #13799312	Bill Payment #220490	8/20/2025	8/28/2025	545.82	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/11/25-08/11/25 Water CFD 2013-1, Zone 2
Bill #13793084	Bill Payment #220490	8/19/2025	8/28/2025	514.50	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/10/25-08/10/25 Water Heritage Pk (Autumn Oak)
Bill #13793071	Bill Payment #220490	8/19/2025	8/28/2025	136.66	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/10/25-08/10/25 Water Water Zone 3 Loc 7 M1
Bill #13787718	Bill Payment #220490	8/18/2025	8/28/2025	158.92	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/07/25-08/07/25 Water Zone 52 Loc 01
Bill #13787774	Bill Payment #220490	8/18/2025	8/28/2025	58.12	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/07/25-08/07/25 Water Zone 29 Loc 02
Bill #13788056	Bill Payment #220490	8/18/2025	8/28/2025	230.58	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/07/25-08/07/25 Water Zone 71 Loc 01
Bill #13788255	Bill Payment #220490	8/18/2025	8/28/2025	128.07	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/07/25-08/07/25 Water 32637 Gruwell-FS 61
Bill #13788337	Bill Payment #220490	8/18/2025	8/28/2025	5,565.28	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/07/25-08/07/25 Water 20505 Palomar St, Mana O'Brien
Bill #13791568	Bill Payment #220490	8/18/2025	8/28/2025	463.70	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/07/25-08/07/25 Water 21120 Saratoga Zone 10 CFD 013-1
Bill #13796370	Bill Payment #220490	8/20/2025	8/28/2025	1,078.79	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/07/25-08/07/25 Water Zone 3 Loc 25 M1
Bill #13796371	Bill Payment #220490	8/20/2025	8/28/2025	1,652.72	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/11/25-08/11/25 Water Zone 3 Loc 25 M2
Bill #13798140	Bill Payment #220490	8/20/2025	8/28/2025	267.33	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/11/25-08/11/25 Water Zone 3 Loc 24 M1
Bill #13799471	Bill Payment #220490	8/20/2025	8/28/2025	116.80	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/11/25-08/11/25 Water Malaga Gateway Park
Bill #081925-7151	Bill Payment #220507	8/19/2025	8/28/2025	12,896.55	EDISON	07/16/25-08/13/25 Electric- Traffic Control
Bill #081825-0022	Bill Payment #220507	8/18/2025	8/28/2025	121.04	EDISON	07/18/25-08/17/25 22628 Wildomar Trail TC1
Bill #081825-7633	Bill Payment #220507	8/18/2025	8/28/2025	120.40	EDISON	07/18/25-08/17/25 32975 Willow Bay Rd TC1
Bill #081825-5249	Bill Payment #220507	8/18/2025	8/28/2025	33.99	EDISON	07/18/25-08/17/25 32975 Willow Bay Rd
Bill #081825-3767	Bill Payment #220507	8/18/2025	8/28/2025	13.96	EDISON	07/8/25-08/17/25 31160 Clinton Keith Rd LS3
Bill #620710	Bill Payment #220489	6/30/2025	8/28/2025	61.98	CRISP IMAGING	CIP 091, Constr. Admin /Inspect. June 2025
Bill #89597	Bill Payment #220504	8/20/2025	8/28/2025	142.50	RIVERSIDE TRANSIT AGENCY	RTA Bus Passes
Bill #17572	Bill Payment #220501	8/12/2025	8/28/2025	58.73	PRINT POSTAL	Reproductions Event Flyers Mariachi Night
Bill #6274	Bill Payment #220491	8/14/2025	8/28/2025	187.00	EMERGENCY-1 RESPONSE, INC.	EMT Service - HOA Pop-up Briarwood Community Day
Bill #427498	Bill Payment #220503	6/30/2025	8/28/2025	803.50	RIGHTWAY SITE SERVICES, INC.	06/19/25-07/16/25 - Porta/Washstation- Windsong 2 Scheduled Services
Bill #JJ080825	Bill Payment #220495	8/13/2025	8/28/2025	395.00	JOLLY JUMPS	Brairwood Community Event: Inflatables
Bill #008311	Bill Payment #220502	7/25/2025	8/28/2025	687.00	PURE IMAGINATION PARTY COMPANY	Breakfast with Santa Event: Real Bearded Santa Deposit
Bill #82825	Bill Payment #220505	8/28/2025	8/28/2025	400.00	SAVE OUR PLANET	Live Band Performance Pushin Daisies
Bill #001	Bill Payment #220488	7/31/2025	8/28/2025	200.00	CITRUS PARK	Live Music - Discovery Nights
Bill #255564	Bill Payment #220509	7/16/2025	8/28/2025	483.20	UNITED STAFFING ASSOCIATES LLC	Temporary Staff Augmentation for Facilities - Alejandro Serafin
Bill #255909	Bill Payment #220509	7/30/2025	8/28/2025	773.88	UNITED STAFFING ASSOCIATES LLC	Special Event Staffing Assistance
Bill #26285198	Bill Payment #220512	7/10/2025	8/28/2025	6,175.00	ENVIRONMENTAL SYSTEMS RESEARCH, INSTITUTE (ESRI)	ARCGIS ONLINE GIS/CREATOR/FIELD/VIEWER RENEWAL 08/24/25-08/23/26
Bill #102100160	Bill Payment #220498	8/26/2025	8/28/2025	6,913.91	ORACLE AMERICA, INC.	Oracle Services 07/21/25-08/22/25
Bill #162750	Bill Payment #220494	8/25/2025	8/28/2025	3,000.00	JOE A. GONSALVES & SON	August 2025 Prof. Contractual Legislative Advocacy Svcs
Bill #31125	Bill Payment #220510	6/30/2025	8/28/2025	36.92	UNITED STATES TREASURY	Form 945 Audit Interest Payment
			TOTAL:	**2,373,301.91**		

City of Wildomar
Wire Transfer Register
8/31/2025

ACH Date	Payee	Description	Amount
8/6/2025	Frontier Communications	Monthly Phone and Internet Services	$ 449.20
8/13/2025	Southern California Edison	Palomar St. Widening Traffic Signal Line Extension	$ 3,221.83
8/13/2025	Viasat, Inc.	Cemetery Phone and Internet	$ 177.53
8/13/2025	Viasat, Inc.	Cemetery Phone and Internet	$ 417.53
8/13/2025	Frontier Communications	Monthly Phone and Internet Services	$ 73.83
8/18/2025	Frontier Communications	Monthly Phone and Internet Services	$ 169.99
8/19/2025	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$ 35,344.91
8/20/2025	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$ 6,497.72
8/21/2025	Wilmington Trust	Transfer of Special Taxes CFD 2022-3 Verano	$ 143,520.77
8/21/2025	Wilmington Trust	Transfer of Special Taxes CFD 2022-2 Horizon Place	$ 334,115.23
8/26/2025	Frontier Communications	Monthly Phone and Internet Services	$ 72.03
8/26/2025	Frontier Communications	Monthly Phone and Internet Services	$ 753.59
		TOTAL	$ 524,814.16

City of Wildomar
Payroll Warrant Register
9/1/2025

ACH Date	Payee	Description		Amount
8/14/2025	Staff Payroll	7/26/2025-8/8/2025	$	242,429.74
8/28/2025	Staff Payroll	8/9/2025-8/22/2025	$	242,710.59
9/1/2025	Council Payroll	8/1/2025-8/31/2025	$	13,100.37
		TOTAL	**$**	**498,240.70**

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: September 10, 2025

SUBJECT: August 2025 Cemetery Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 8-7-2025 in the amount of $3,987.22
2. Warrant Register dated 8-14-2025 in the amount of $793.74
3. Warrant Register dated 8-21-2025 in the amount of $200.00
4. Warrant Register dated 8-28-2025 in the amount of $452.18

SUMMARY:
August 2025 Cemetery Warrant Register

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Years 2024/25 and 2025/26 Budgets.

ATTACHMENTS:
August 2025 Cemetery Warrant Register.pdf

Transaction Name	Bill Date	Payment Date	Fund Line	Amount	Vendor	Memo
Bill #100224	10/2/2024	8/14/2025	300 - Cemetery	21.00	HINES, REBECCA	Refund of Overcharges Fees
			301 - Cemetery			
Bill #100224	10/2/2024	8/14/2025	Endowment	21.00	HINES, REBECCA	Refund of Overcharges Fees
Bill #6119173949	7/22/2025	8/7/2025	300 - Cemetery	14.97	VERIZON WIRELESS	06/23/25-07/22/25 Cemetery/Comm Svs
Bill #6119173949	7/22/2025	8/7/2025	300 - Cemetery	38.83	VERIZON WIRELESS	06/23/25-07/22/25 Cemetery - Joshua Cortez
Bill #6119173949	7/22/2025	8/7/2025	300 - Cemetery	38.83	VERIZON WIRELESS	06/23/25-07/22/25 Cemetery - Annelle Rosales
Bill #072925-7258	7/28/2025	8/7/2025	300 - Cemetery	264.18	EDISON	06/26/25-07/28/25 Elec 21400 Palomar (Cemetery)
Bill #8011503259	7/25/2025	8/7/2025	300 - Cemetery	130.78	STERICYCLE, INC	Contractual Shredding Svc
Bill #9331826611	7/31/2025	8/7/2025	300 - Cemetery	150.08	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #431265	7/30/2025	8/7/2025	300 - Cemetery	452.18	RIGHTWAY SITE SERVICES, INC.	(2) Cemetery Restroom Maintenance/Service 07/28/25-08/24/25
Bill #12372	7/24/2025	8/7/2025	300 - Cemetery	310.00	RIGHTWAY	(1) Septic Pump 21400 Palomar Street
Bill #13753016	7/29/2025	8/7/2025	300 - Cemetery	2,587.37	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	06/16/25-07/17/25 Cemetery Water Services
Bill #3131	7/8/2025	8/14/2025	300 - Cemetery	395.00	BEE GUY TRAVIS	Live removal of beehive from valve box
Bill #256372	8/6/2025	8/14/2025	300 - Cemetery	356.74	UNITED STAFFING ASSOCIATES LLC	Temp to hire for facilities - Parmenter Patric
Bill #78416	7/31/2025	8/21/2025	300 - Cemetery	200.00	ROGERS, ANDERSON, MALODY &, SCOTT LLP	July 2025 FY25/26 Audit - Cemetery
Bill #425542	6/30/2025	8/28/2025	300 - Cemetery	452.18	RIGHTWAY SITE SERVICES, INC.	(2)Cemetery Restroom Maintenance/ Service 06/02/25-06/29/25
			TOTAL:	**5,433.14**		

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: September 10, 2025

SUBJECT: July 2025 City Treasury Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the City Treasury Report for July 2025.

SUMMARY:
July 2025 City Treasury Report

DISCUSSION:
Attached is the Treasury Report for Cash and Investments for the month of July 2025. The City utilizes both the California State Treasurer's Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP) for its city investments.

On October 12th, 2022, the City entered into an agreement with PFM Asset Management as an investment advisor for the City's CAMP investment pool and established an additional managed CAMP account for long-term investments. Over time, this is expected to increase the returns on the City investments above the normal CAMP pool rate.

Over this month, the City earned $172,960.76 in interest from its investment accounts.

ACCOUNT CODE:
100-1012
100-1011
110-1011
115-1011
120-1011
201-1011
212-1011
300-1011
301-1011
420-1011
421-1011
440-1011
461-1011

FISCAL IMPACT:
This is only a report on balances for the City and therefore it has no fiscal impact.

ATTACHMENTS:

July 2025 City Treasury Report.pdf

CITY OF WILDOMAR
TREASURY REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2025

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 12,460,119.06	$ 1,733,380.66	(3,958,608.10)	$ 10,234,891.62	4.16958%
		TOTAL	$ 12,460,119.06	$ 1,733,380.66	$ (3,958,608.10)	$ 10,234,891.62	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 5,288,557.93	$ 5,288,557.93	$ 5,288,557.93	12.52%	N/A	4.258%
Various	CAMP POOL	$ 12,849,333.16	$ 12,849,333.16	$ 12,849,333.16	30.41%	N/A	4.410%
Various	CAMP MANAGED ACCOUNT	$ 23,694,229.25	$ 23,694,229.25	$ 24,111,499.42	57.07%	927	4.190%
	TOTAL	$ 41,832,120.34	$ 41,832,120.34	$ 42,249,390.51	100.00%		
CITY	TOTAL CASH AND INVESTMENTS	$ 52,067,011.96					

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 5,231,244.20	$ 0.00	$ 57,313.73	$ 0.00	$ 5,288,557.93	4.258%
100	General	CAMP POOL	$ 5,527,433.01	$ 0.00	$ 20,710.43	$ 0.00	$ 5,548,143.44	4.410%
115	ARPA	CAMP POOL	$ 841,583.19	$ -500,000.00	$ 1,279.86	$ 0.00	$ 342,863.05	4.410%
120	AA	CAMP POOL	$ 3,237,492.36	$ 500,000.00	$ 14,003.80	$ 0.00	$ 3,751,496.16	4.410%
461	DIF Park Imp.	CAMP POOL	$ 2,748,190.68	$ 0.00	$ 10,297.04	$ 0.00	$ 2,758,487.72	4.410%
301	Endowment	CAMP POOL	$ 446,669.19	$ 0.00	$ 1,673.60	$ 0.00	$ 448,342.79	4.410%
100	General	CAMP MANAGED ACCOUNT	$ 6,440,828.27	$ 0.00	$ 18,485.31	$ 0.00	$ 6,459,313.58	4.190%
110	Dev. Agrmnt.	CAMP MANAGED ACCOUNT	$ 2,427,056.87	$ 0.00	$ 6,936.11	$ 0.00	$ 2,433,992.98	4.190%
120	AA	CAMP MANAGED ACCOUNT	$ 6,548,641.23	$ 0.00	$ 18,767.55	$ 0.00	$ 6,567,408.78	4.190%
201	Measure A	CAMP MANAGED ACCOUNT	$ 1,218,294.77	$ 0.00	$ 3,479.18	$ 0.00	$ 1,221,773.95	4.190%
212	Waste Svcs.	CAMP MANAGED ACCOUNT	$ 1,085,518.44	$ 0.00	$ 3,110.36	$ 0.00	$ 1,088,628.80	4.190%
300	Cemetery	CAMP MANAGED ACCOUNT	$ 1,085,518.44	$ 0.00	$ 3,110.36	$ 0.00	$ 1,088,628.80	4.190%
420	Public Fac.	CAMP MANAGED ACCOUNT	$ 520,238.61	$ 0.00	$ 1,485.69	$ 0.00	$ 521,724.30	4.190%
421	Police Fac.	CAMP MANAGED ACCOUNT	$ 520,238.61	$ 0.00	$ 1,485.69	$ 0.00	$ 521,724.30	4.190%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,725,564.06	$ 0.00	$ 7,850.67	$ 0.00	$ 2,733,414.73	4.190%
461	DIF Park Imp.	CAMP MANAGED ACCOUNT	$ 1,054,647.64	$ 0.00	$ 2,971.38	$ 0.00	$ 1,057,619.02	4.190%
		TOTAL	$ 41,659,159.58	$ 0.00	$ 172,960.76	$ 0.00	$ 41,832,120.34	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

8/25/2025
Date

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: September 10, 2025

SUBJECT: July 2025 Cemetery Treasury Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Cemetery Treasury Report for July 2025.

SUMMARY:
July 2025 Cemetery Treasury Report

DISCUSSION:
Attached is the Treasury Report for Cash and Investments for the month of July 2025.

ACCOUNT CODE:
300-1011
301-1011

FISCAL IMPACT:
This is only a report of balances for the Cemetery and therefore has no fiscal impact.

ATTACHMENTS:
July 2025 Cemetery Treasury Report.pdf

WILDOMAR CEMETERY DISTRICT
TREASURY REPORT FOR
CASH AND INVESTMENT PORTFOLIO

July 2025

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 448,342.79	$ 448,342.79	$ 448,342.79	28.81%	N/A	4.410%
300	CAMP MANAGED ACCOUNT	$ 1,088,628.80	$ 1,088,628.80	$ 1,108,050.07	71.19%	927	4.190%
	TOTAL	$ 1,536,971.59	$ 1,536,971.59	$ 1,556,392.86	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 446,669.19	$ -	$ 1,673.60	$ -	$ 448,342.79	4.410%
300	CAMP MANAGED ACCOUNT	$ 1,085,518.44	$ -	$ 3,110.36	$ -	$ 1,088,628.80	4.190%
	TOTAL	$ 1,532,187.63	$ -	$ 4,783.96	$ -	$ 1,536,971.59	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

8/25/2025
Date

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: September 10, 2025

SUBJECT: Development Code Amendment No. 2025-04 (Gas Stations, Car Washes, and Storage Uses) - Second Reading and Adoption of Ordinance No. 253 revising Title 17 (Development Code) of the Wildomar Municipal Code

SUBMITTED BY: Robert Flores, Interim Community Development Director

PREPARED BY: Robert Flores, Interim Community Development Director

ACTION:
1. Determine that Development Code Amendment No. 2025-04, and its adopting Ordinance No. 253, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Conduct a second reading by title only and adopt Ordinance No. 253 amending Title 17 (Development Code) of the Wildomar Municipal Code, as entitled:

ORDINANCE NO. 253
AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

SUMMARY:
2nd Reading and Adoption of Ordinance No. 253 revising Title 17 (Development Code) of the Wildomar Municipal Code relating to gas stations, car washes, and storage uses.

BACKGROUND:
Planning Commission Recommendation:
At its June 30, 2025, special meeting, the Planning Commission conducted a duly noticed public hearing, considered all oral and written evidence in the administrative record, and voted 5-0 to adopt Planning Commission Resolution No. 2025-12, recommending that the City Council find the proposed amendment exempt from further environmental review, approve Development Code Amendment No. 2025-04, and adopt the associated Ordinance No. 253, attached hereto and incorporated herein by reference. The Planning Commission directed that the code amendment text be updated to clarify that existing businesses operating under the newly restricted uses would not be subject to referenced buffers that would apply to specified new operations. The attached updated version of DCA No. 2025-04 contains the revised clarifying language.

City Council Public Hearing (August 13, 2025):
At its August 13, 2025, the City Council introduced Ordinance No. 253, approving Development Code Amendment 2025-04, as recommended by the Planning Commission. The ordinance is now being presented to the City Council for a second reading by title only and adoption. Additionally, on July 9, 2025, the City Council also determined that DCA 2025-01 and its adopting ordinance is exempt from the California Environmental Quality Act (CEQA) as a commonsense exemption under Section 15061(b)(3) of the CEQA Guidelines.

FISCAL IMPACT:
The fiscal impacts associated with the drafting, legal review, and implementation of this ordinance are covered by the Department's Operating Budget of General Fund.

ATTACHMENTS:
Attachment A - Ordinance No. 253 (DCA2025-04)
Attachment B - Ord. 253 Exhibit A - DCA 2025-04 Amendments
Attachment C - Ord. 253 Exhibit B - HDD Overlay Zone Map

ORDINANCE NO. 253

AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

The Wildomar City Council does ordain as follows:

SECTION 1. *Findings.* The City Council finds, determines and declares as follows:

A. California Constitution art XI, §7, confers the police power to cities, providing that "[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws."

B. Government Code § 65850 et seq. grants cities broad powers to control land use by ordinance.

C. In accordance with the provisions of Section 17.145.040 of the Wildomar Municipal Code, regarding support of approval of Development Code Amendment No. 2025-04, the City Council finds as follows:

Finding: The proposed amendment is consistent with the Wildomar General Plan goals, policies, and implementation programs.

Evidence: The Economic Development Element states: "To be competitive in the regional market and in the changing retail environment, the City will need to facilitate the transformation of existing commercial areas and the development of new ones, with a focus on experience-oriented shopping (shopping where socializing, entertainment, activities, and the overall experience are as important, if not more so, as the purchase of goods)." The proposed code amendment facilitates these goals in the commercial, mixed-use, and industrial land use designations, in addition to the following Economic Development Goals: Goal ED 1, Goal ED 3, Additionally, the proposed amended regulations will still be consistent with Wildomar General Plan Land Use Element Goals, including Goal LU 2, Goal LU 3, Goal LU 5, Goal LU 9, Goal LU 10, Goal LU 11. Further, the proposed amendments relating to car washes, service/gas stations, and storage facilities are necessary to promote the public convenience and general prosperity with a diversity of uses. It is necessary to limit the number of the above facilities to promote economic development and

orderly development pursuant to the City's police power. Development of vacant land within the city limits must be in the best interests of the residents and community.

SECTION 2: *Approval; Survival of Applications.*

A. The City Council approves: (1) the amendments to Wildomar Municipal Code ("WMC") Title 17 (Zoning); and (2) the Historic and Downtown District Overlay Map referenced in amended WMC § 17.25.021 attached hereto respectively as Exhibit "A" and "B," which are incorporated by reference.

B. The City will process applications duly filed with the City on or before July 30, 2025 for uses prohibited under the WMC amendments referenced above in Section 2(A) in accordance with the Title 17 (Zoning) provisions in effect as of July 30, 2025. "Applications duly filed," as referenced in the preceding sentence will not include "pre-applications," as described in WMC Chapter 17.120. Any project approved for such an application will not be considered a nonconforming use subject to Chapter 17.20.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (14 Cal. Code Regs. §§ 15000, *et seq*.) based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the proposed amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and Ordinance adoption may have a significant effect on the environment because it reduces development potential in the City by eliminating certain uses as permitted or conditionally permitted uses in the Development Code. In addition, Development Code Amendment No. 2025-04 adds a new overlay that establishes provisions to further reduce impacts within the specific geographical area perceived as the historic downtown. Any potential new development that falls under some of the provisions of this update will require individual entitlement, which require separate CEQA compliance and documentation prior to approval. Therefore, the additions and revisions proposed can be seen with certainty will not cause any significant environmental impact on the environment.

SECTION 4: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: *Summaries of Information*. All summaries of information in the findings herein are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, this Ordinance's provisions are severable.

SECTION 7: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; case it to be entered into the City's book of original ordinances; make a note of the passage and adoption of this Ordinance and cause it to be published or posted in accordance with California law.

SECTION 8: *Effective Date***.** This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this 10th day of September, 2025.

_____
Ashlee DePhillippo, Mayor

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM:

_____
Thomas Jex, City Attorney

EXHIBITS
Exhibit A: DCA2025-04 Amendments
Exhibit B: Historic and Downtown District, or HDD, Overlay Zone Map

EXHIBIT "A"
DCA2025-04 AMENDMENTS
(under separate cover)

EXHIBIT "B"
HISTORIC AND DOWNTOWN DISTRICT,
OR HDD, OVERLAY ZONE MAP
(under separate cover)

EXHIBIT "A"
DEVELOPMENT CODE AMENDMENT (DCA) 2025-04

[**NOTE TO CODIFIER**: The amendments below will be incorporated into the Wildomar Development Code as specified below along with conforming updates to the Wildomar Municipal Code's Table of Contents. Key: Added language is in red. ~~Deleted~~ language is struck.]

SECTION 1. Section 17.25.010 (Purpose) of Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the Wildomar Municipal Code ("WMC") is amended as follows:

Section 17.25.010 Purpose

This chapter establishes the zones and overlay zones applied to property within the City, the relationship of the Zoning Map to the General Plan Land Use Map and establishes the Zoning Map.

SECTION 2. Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended to add a new Section 17.25.021 (List of Overlay Zones) which will read as follows:

Section 17.25.021 List of Overlay Zones

For the purpose of providing a uniform basis for zoning, the following overlay zones, referred to alternatively herein as overlays, may be applied to the lands in the City of Wildomar.

Table 17.25.020-2 Overlay Zones	
Overlay Names	
HDD	Historic and Downtown District Overlay

SECTION 3. Section 17.25.030 (Zoning Map Established) of Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.25.030 Zoning Map Established

The City Council hereby adopts the City of Wildomar Zoning Map (hereafter referred to as the "Zoning Map"), which is on file with the Planning Department. The Zoning Map, that includes overlays established by Section 17.25.021, is hereby incorporated into this Title by reference as though it were fully included here. The Zoning Map shall be

interpreted in compliance with Chapter 17.15.020 (Interpretation) and amended in compliance with Chapter 17.145 (Development Code and Map Amendments).

SECTION 4. Section 17.25.040 (Zoning Map Established) of Chapter 17.25 (Establishment of Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.25.040 Zone Classification and Overlay Zone Boundaries

Where uncertainty exists as to the boundaries of any zone classification, or overlay zones, the following rules shall apply:

A. Where boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be boundaries.
B. Where boundaries divide lots, the location of such boundaries shall be determined by use of the scale appearing on the underlying map, unless the boundaries are indicated by specific dimensions.
C. If any public street, alley or other right-of-way is vacated or abandoned, the land formerly in such street, alley or right-of-way shall be included within the boundaries of the zone classification or overlay zones applicable to the adjoining property on each side. In the event such street, alley or right-of-way was a zone classification or overlay zone boundary, the new zone classification or overlay zone boundary shall be the former center line of such street, alley or right-of-way.

SECTION 5. Subsection A (Allowable Uses) of Section 17.35.020 (Allowed Uses and Approval Requirements) of Chapter 17.35 (Residential Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.35.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.35.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ residential zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 6. Subsection A (Allowable Uses Table) of Section 17.40.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of

Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.40.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.40.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ commercial and mixed-use zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 7. Table 17.40.020-1 (Commercial and Mixed-Uses Zones – Allowed Uses and Approval Requirements) of Section 17.40.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended to modify only the uses listed below as follows:

Table 17.40.020-1: Commercial and Mixed-Use Zones – Allowed Uses and Approval Requirements					
Allowed Use	**C-G**	**C-H**	**MUL**	**MUH**	**Additional Requirements**
Automobile service stations, with or without concurrent sale of beer and wine.[1]	~~C~~--	~~C~~--	--	--	Note applies.
Car washes, of any kind[1]	~~C~~--	~~C~~--	~~C~~--	~~C~~--	Note applies.
Fuel station[1]	~~C~~--	~~C~~--	~~C~~--	~~C~~--	Note applies.
Recreational vehicle and boat storage[1]	~~C~~ --	~~C~~ --	--	--	Note applies. Chapter 17.220 and Section 17.155.070
Convenience stores, including the sale of motor vehicle fuel[1]	~~C~~ --	~~C~~ --	~~C~~ --	~~C~~ --	Note applies.
Convenience stores, not including the sale of motor vehicle fuel	~~P~~C	~~P~~C	~~P~~C	~~P~~C	Chapter 17.221
Note: 1. Notwithstanding anything in this code to the contrary, (a) uses lawfully existing prior to the "Effective Date" of Ordinance ____, may continue as originally entitled, (b) uses for which entitlements were granted prior to the Effective Date but have not yet started or completed needed improvements and/or started operations, may be improved and operate as entitled, and (c) the uses described by (a) and (b) shall be subject to compliance with applicable permits, conditions of approval and this Code, but shall not be considered nonconforming uses subject to Chapter 17.20, where the entitled use shall be considered allowable as permitted by approvals granted under (a) and (b) above.					

SECTION 8. Subsection A (Allowable Uses Table) of Section 17.45.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.45.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.45.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ manufacturing/industrial and Medical Center zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 9. Specific uses shown below within Table 17.45.020-1 (Manufacturing/Industrial and Medical Center Zones – Allowed Uses and Approval Requirements) of Section 17.45.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended to modify only the uses listed below as follows:

Table 17.45.020-1: Manufacturing/Industrial and Medical Center Zones – Allowed Uses and Approval Requirements			
Allowed Use	**M-I**	**M-C**	**Additional Requirements**
Cold storage facilities	~~P~~C		
Mini-warehouse/storage facility.	C	--	Chapter 17.255
Automobile service stations, with or without concurrent sale of beer and wine for off-premises consumption[1]	~~C~~--	--	Note applies.
Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off premises consumption[1]	~~C~~--	--	Note applies.
Recreational vehicle~~s~~ and~~,~~ travel trailer~~s and~~ manufacturing (with ~~or without~~ on-site sales)	P		
Recreational vehicle and travel trailer manufacturing (without on-site sales)	C		
Recreational vehicle, travel trailers, and boat storage within an enclosed building	C		Chapter 17.220 and Section 17.155.070
Note: 1. Notwithstanding anything in this code to the contrary, (a) uses lawfully existing prior to the "Effective Date" of Ordinance ____, may continue as originally entitled, (b)			

uses for which entitlements were granted prior to the Effective Date but have not yet started or completed needed improvements and/or started operations, may be improved and operate as entitled, and (c) the uses described by (a) and (b) shall be subject to compliance with applicable permits, conditions of approval and this Code, but shall not be considered nonconforming uses subject to Chapter 17.20, where the entitled use shall be considered allowable as permitted by approvals granted under (a) and (b) above.

SECTION 10. Subsection A (Allowed Uses Table) of Section 17.50.020 (Allowed Uses and Approval Requirements) of Chapter 17.50 (Public Facilities Zone) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.50.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.50.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ public facilities zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, (Definitions) of this Title.

SECTION 11. Subsection A (Allowable Uses Table) of Section 17.55.020 (Allowed Uses and Approval Requirements) of Chapter 17.55 (Open Space Zone) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.55.020 Allowed Uses and Approval Requirements

A. **Allowed Uses Table**. Table 17.55.020-1 identifies allowed uses and corresponding approval requirements for the ~~agricultural and rural~~ open space zones subject to compliance with all other provisions of this Title. Descriptions/definitions of many of the land uses can be found in Article 6, Definitions of this Title.

SECTION 12. Section 17.30.020 (Allowed Uses and Approval Requirements) of Chapter 17.30 (Agriculture and Rural Residential Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 13. Section 17.35.020 (Allowed Uses and Approval Requirements) of Chapter 17.35 (Residential Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 14. Section 17.40.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Commercial and Mixed-Use Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 15. Section 17.45.020 (Allowed Uses and Approval Requirements) of Chapter 17.40 (Manufacturing/Industrial and Medical Center Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 16. Section 17.50.020 (Allowed Uses and Approval Requirements) of Chapter 17.50 (Public Facilities Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 17. Section 17.55.020 (Allowed Uses and Approval Requirements) of Chapter 17.55 (Open Space Zones) of Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Subsection E, which will read as follows:

E. **Overlay Zones**. Allowable uses are subject to any provisions applicable to overlay zones established by Chapter 17.25.

SECTION 18. Article 2 (Zoning Districts and Allowable Land Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Chapter 17.59 (Overlay Zones), which will read as follows:

Chapter 17.59 Overlay Zones

Section 17.59.010 Purpose

The purpose of this chapter is to provide appropriate standards and requirements for overlay zones established by Section 17.25.021.

Section 17.59.020 RESERVED

Reserved.

Section 17.59.030 Zone Applicability

Base zones established by Chapter 17.25. apply as described within Article 2 of this Code, in addition to the applicability of the provisions of this Chapter.

Section 17.59.040 Historic and Downtown District

The following standards and requirements apply within the Historic and Downtown District (HDD) overlay zone.

A. The main purpose of the HDD overlay zone is to establish a specific plan that will encourage the orderly development of an area envisioned as Wildomar's Historic Downtown with appropriate uses, walkable neighborhoods, and preservation of the city's history.
    1. Proposed nonresidential developments within the HDD overly zone greater than two (2) acres must initiate a specific plan or planned development, if not already in process as initiated by the city, to ensure coordinated growth and development of the overlay zone.
    2. Proposed nonresidential development within the HDD overlay zone must add to or create a walkable environment that promotes walking, biking, and active transportation.

B. Prohibited uses within the HDD overly zone, regardless of underlying base zone, include carwashes, service/gas stations, and mini-storage facilities including outdoor storage of any kind.

SECTION 19. Chapter 17.220 of Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended in its entirety to read as follows:

Chapter 17.220 Recreational Vehicles (RV) Storage in Industrial and Agriculture and Rural Residential Zones

17.220.010 Purpose

The purpose of this chapter is to establish standards for the development of RV storage facilities within the industrial and agriculture and rural residential zones.

17.220.020 Permit Required

RV storage facility shall be subject to approval of entitlement as designated in Article 2, Tables of Allowed Land Uses and Approval Requirements.

17.220.030 Development Standards

A. Setbacks. A minimum 25-foot street/front landscape setback buffer area shall be provided along the entire street frontage to enhance the streetscape aesthetics. Only landscaping (i.e., trees, turf, drought tolerant shrubs, etc.) is permitted within this setback buffer area. The 25- foot setback is measured from the ultimate street R-O-W line.

B. Lot Coverage. All RV and boat storage proposals must designate at least 20% of the front portion of the site to RV and boat sales, or other commercial retail uses. This area may be used for display of vehicles provided the vehicles are placed behind the 25-foot street/front landscape setback buffer area note above. The 20% standard shall not apply to RV and boat storage proposals located in residential Zoning districts.
    1. The area designated for RV and boat storage shall occupy no more than 80% of the project site and be located behind the sales/commercial retail area.

C. Building Materials.
    1. All RV storage spaces shall include covered carports/canopies designed to blend in with the proposed buildings on the project site.
    2. All commercial structures/office buildings proposed shall be consistent with the city's commercial design standards and guidelines booklet.

D. Walls and Fences.
    1. The boundary line between the RV/boat storage area and RV sales/commercial retail area shall include a 6' – 8' foot "green wall" to visually screen the storage area from public view.
    2. A decorative block wall (i.e., split-face, slumpstone, or similar) shall be required along the side and rear property lines of the area designated for RV and boat storage to visually screen the storage uses from adjacent residential or commercial zoned properties.

3. In addition, a five-foot (5') wide landscape planter strip shall be required along the interior side and rear property line of the area designated for RV and boat storage to visually screen the storage uses from adjacent residential or commercial zoned properties.

E. Surface Materials.

1. The RV/boat storage area shall be made of pervious concrete or standard concrete paving for all drive aisles throughout the project site.
2. The RV/boat storage parking stalls shall be made of 5" - 6" pervious asphalt base over 6" sub-base layer to aid in percolation.
3. RV sales area paving system must be pervious concrete or standard concrete paving (higher quality product).
4. If security fencing is permitted provided it is located at the rear of the 10-foot landscape buffer noted above. In addition, security fencing shall comply with Section 17.150.050 of the Wildomar Municipal Code.

F. Major and Commercial Corridors and Freeway Off-Ramps.

1. No RV Storage facility is allowed on property within 1,000 feet of any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

SECTION 20. Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended by the addition of a new Chapter 17.221 (Covenience Stores), which will read as follows:

Chapter 17.221 Convenience Stores

Section 17.221.010 Purpose

The purpose of this section is to provide for the orderly development within the City of Wildomar of convenience stores, not including the sale of motor vehicle fuel.

Section 17.221.010 Major and Commercial Corridors and Freeway Off-Ramps.

No convenience store facility is allowed on properties within 1,000 feet from any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

SECTION 21. Chapter 17.255 (Performance Standards for Mini Warehouses/Self-Storage Facilities) of Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended as follows:

Section 17.25.040 ~~Performance Standards for~~ Mini-Warehouses/Storage Facilities

SECTION 22. Section 17.255.030 (Development/Performance standards) of Chapter 17.255 (Performance Standards for Mini Warehouses/Self-Storage Facilities) of Article 5 (Standards Related to Specific Uses) of Title 17 (Development Code) of the WMC is amended to add new Paragraph 2 to Subsection P, which will read as follows:

Section 17.255.030 Development/Performance standards

2. No mini-warehouse facility with or without outdoor storage is allowed on properties within 1,000 feet from any major or commercial corridors or freeway off-ramps as shown in Figure 2-3 and described in Table 2-2, specifically Focus Areas 3 -8, of the Wildomar General Plan, Land Use Element (Chapter 2).

SECTION 23. Section 17.265.040 ("C" Definitions) of Chapter 17.265 (Universal Definitions) of Article 6 (Definitions) of Title 17 (Development Code) of the WMC is amended to include the following definitions in alphabetical order therein:

Section 17.265.040 "C" Definitions

Carwash. A commercial facility for washing automobiles, light duty trucks, and vans where facility employees wash or dry the vehicles; the customer washes the vehicle using on-site equipment or drives through an automated car washing and drying facility; or the customer washes the vehicle using on-site equipment.

Convenience Store. Retail establishments with less than 10,000 square feet of area that sell prepackaged food items, beverages and small convenience items (e.g., periodicals, tobacco, miscellaneous household and pharmaceutical goods, etc.) primarily for off-site consumption; that typically have long or late hours of operation; that are in relatively small structures located along heavily traveled streets.

SECTION 24. Section 17.265.190 ("R" Definitions) of Chapter 17.265 (Universal Definitions) of Article 6 (Definitions) of Title 17 (Development Code) of the WMC is amended to include the following definitions in alphabetical order therein:

Section 17.265.190 "R" Definitions

Recreational vehicle (RV) and Boat Storage. A facility for the storage of operative recreational vehicles or boats. A commercial facility provides storage of RV and Boats for a fee.

SECTION 25. Section 17.265.200 (“S” Definitions) of Chapter 17.265 (Universal Definitions) of Article 6 (Definitions) of Title 17 (Development Code) of the WMC is amended to include the following definitions in alphabetical order therein:

Section 17.265.200 “S” Definitions

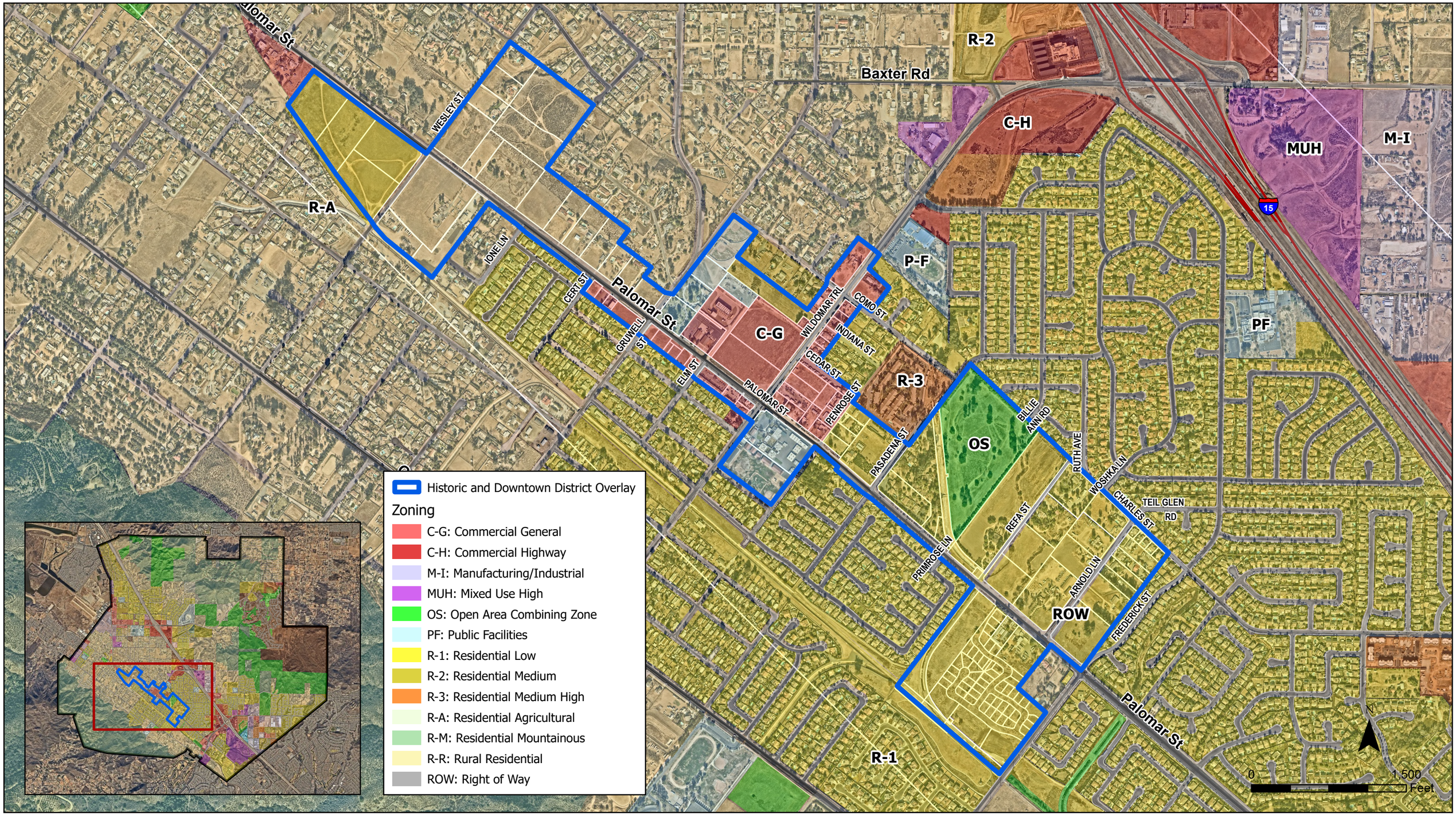
Service Station. A commercial facility that sells gasoline, diesel, or alternative fuel for the on-site fueling of individual vehicles. May include incidental "minor" maintenance and repair of automobiles and light duty trucks, vans, or similar size vehicles. May also be know as Fuel Station or Gas Stations. May also include a convenience store operated by the service station owner (see “Convenience Store”).

City of WILDOMAR CALIFORNIA

ATTACHMENT D

Historic and Downtown District Overlay Zone

July 30, 2025



CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: September 10, 2025

SUBJECT: Rejection of Blackseries RV, Inc. Government Act Claim

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2025 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO TAKE ALL NECESSARY ACTIONS TO REJECT THE AUGUST 19, 2025, GOVERNMENT CLAIMS ACT CLAIM FILED BY BLACKSERIES RV, INC.; and

2. Authorize the Interim City Manager, or designee, to take all necessary actions to reject the attached Government Claims Act (Gov. Code, § 810 et seq.) (the "Act") claim (the "Claim") filed by Blackseries RV, Inc. (the "Claimant") on August 19, 2025.

DISCUSSION:
Under the Act, most actions seeking money or damages against a public entity, or a public employee acting within the scope of employment in California, must be preceded by a proper administrative claim (Gov. Code, § 905 et seq.) Here, the Claimant filed the Claim with the City alleging that the City improperly converted Claimant's property (i.e., trailers and forklifts) estimated in the Claim to be valued at approximately $3.78 million.

The Act allows an entity to reject the claim, allow the claim, reject or allow the claim in part, or compromise the claim. Here, given staff and the City Attorney's review of the Claim, it is recommended that the Claim be rejected in accordance with Government Code § 912.6. Accordingly, it is recommended that the City Council adopt the proposed Resolution authorizing the Interim City Manager, or designee, to take all necessary actions to reject the Claim.

ATTACHMENTS:
1. Resolution
2. Blackseries RV, Inc 08-19-2025

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO TAKE ALL NECESSARY ACTIONS TO REJECT THE AUGUST 19, 2025, GOVERNMENT CLAIMS ACT CLAIM FILED BY BLACKSERIES RV, INC.

WHEREAS, under the Government Claims Act (Gov. Code, § 810 et seq.) (the "Act"), most actions seeking money or damages against a public entity, or a public employee acting within the scope of employment in California, must be preceded by a proper administrative claim (Gov. Code, § 905 et seq.); and

WHEREAS, here, Blackseries RV, Inc. (the "Claimant") on August 19, 2025 filed a claim under the Act (the "Claim") with the City alleging that the City improperly converted Claimant's property (i.e., trailers and forklifts) estimated in the Claim to be valued at approximately $3.78 million; and

WHEREAS, the Claim is attached to the staff report presented to the City Council with this Resolution and available for inspection with the City Clerk's office; and

WHEREAS, the Act allows an entity to reject the claim, allow the claim, reject or allow the claim in part, or compromise the claim; and

WHEREAS, here, given staff and the City Attorney's review of the Claim, it is recommended that the Claim be rejected in accordance with Government Code § 912.6.

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

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

Section 2: Authorization. The City Council authorizes and directs the Interim City Manager, or designee, in consultation with the City Attorney to take all necessary actions to reject the Claim.

Section 3: **Ratification**. All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 4: Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other

actions related to this resolution shall continue in full force and effect unless amended or modified by the City.

Section 5: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 10th day of September 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Claim No._____

RECEIVED

AUG 19 2025

CITY OF WILDOMAR
CITY CLERK'S OFFICE

Must be filed with:
City Clerk's Office
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

CLAIM FOR MONEY OR DAMAGES AGAINST THE CITY OF WILDOMAR

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraph(s) being answered.

1. Name and Post Office address of the claimant:

Name of claimant: Blackseries RV, Inc. Telephone: (833)822-6737

Address: 2072 W. 11'th Street
Upland, CA 91786

2. Mailing address if different than listed above:

Name of addresses: Blackseries RV, Inc. Telephone: (833)822-6737

Address: 14726 Ramona Ave. No. 424
Chino, CA 91710

3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.

Date of occurrence: From April 21, 2025 until on or about May 1, 2025 Time of occurrence: 6:30 AM to 9:00 PM

Location: 20724 Palomar St., Wildomar, CA 92595

Circumstances giving rise to this claim: An erroneous claim of public/private nuisance was made in a declaration by Raul Berroteran, Enforcement Agent for the City of Wildomar, that a nuisance was occurring or was about to occur. In truth and in fact no nuisance was occurring nor was any nuisance about to occur. Based upon the false and erroneous claims presented by Agent Berroteran to the Riverside County Court, Judge Hopp, an abatement warrant was falsely and erroneously issued and the City of Wildomar and Rivera Towing, converted, wrongfully took and stole approximately 80 luxury trailers, which were towed away and lost by the rightful owner of the trailers; which was Blackseries RV., Inc.

4. General description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of the presentation of the claim.

Approximately 80 luxury trailers and a forklift were taken, stolen and converted by Raul Berroteran, the City of Wildomar and Rivera Towing, having a fair market value of approximately $3,775,000 (see Exhibit A, Photo).

5. The name of names of the public employee or employees causing the injury, damage, or loss, if known.

Raul Berroteran, Code Enforcement Agent, City of Wildomar, Rivera Towing and the Drivers and Agents of Rivera Towing, (who were not licensed by the CHP to tow the trailers).

6. **If amount claimed totals less than $10,000:** The amount claimed if it totals less than ten thousand dollars ($10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

The fair market value of the trailers and forklift, which were converted and wrongfully taken exceeds the dollar amount jurisdiction of the limited Civil Courts in the state of California.

If amount claimed exceeds $10,000: If the amount claimed exceeds ten thousand dollars ($10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed $25,000. An unlimited civil case is one in which the recovery sought is more than $25,000. (See CCP § 86.)

☐ Limited Civil Case ☐ Unlimited Civil Case

You are required to provide the information requested above in order to comply with Government Code §910. Additionally, in order to conduct a timely investigation and possible resolution of your claim, the [CITY/AGENCY] requests that you answer the following questions.

7. Claimant(s) Social Security Number(s): N/A the Claimant is a California corporation No. 6330979

8. Claimant(s) Date(s) of Birth: N/A Claimant is a California corporation, articles filed on August 1, 2024.

9. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:

Jack HongWei Qiu, CEO and Jim Lai, Agent, C/O Law OIffices of Alexander J. Petale, 835 Wilshire Blvd., Suite 500-275, Los Angeles, CA 90017-2603 (323)240-3894

10. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctors or hospitals providing treatment:

Not Applicable

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

11. If the claim relates to an automobile accident: Not Applicable

Claimant(s) Auto Ins. Co.: Telephone:

Address: Insurance Policy No.:

Insurance Broker/Agent: Telephone:

Address:

Claimant's Veh. Lic. No.: Vehicle Make/Year:

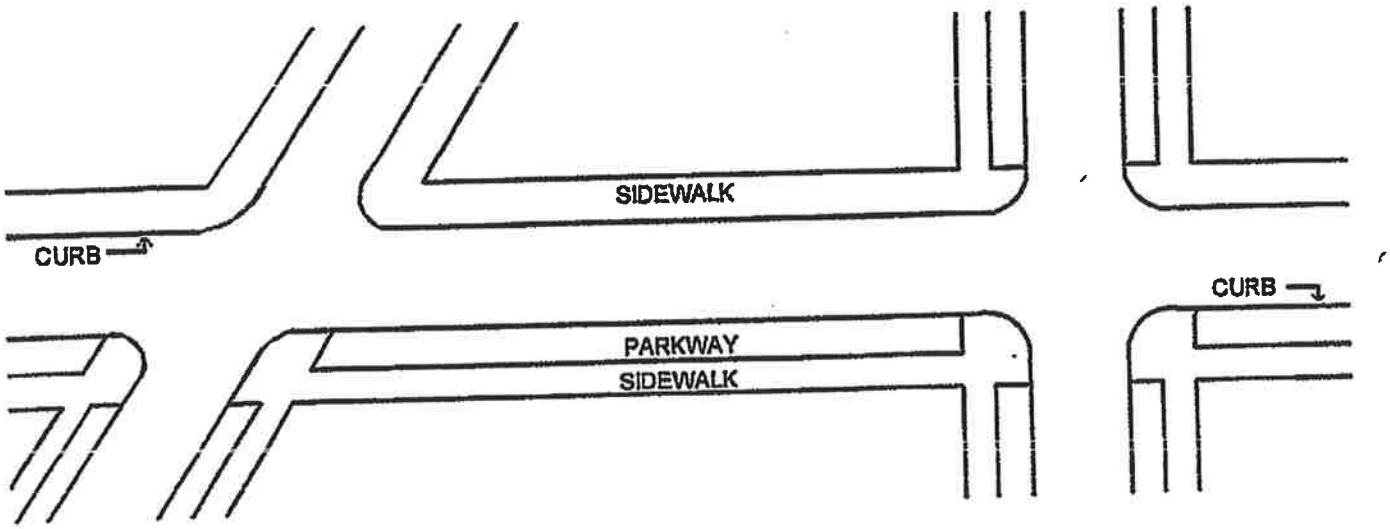
Claimant's Drivers Lic. No.: Expiration:

If applicable, please attach any repair bills, estimates or similar documents supporting your claim.

READ CAREFULLY

For all accident claims, place on following diagram name of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If City/Agency Vehicle was involved, designate by letter "A" location of City/Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Agency Vehicle; location of City/Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Approx 80 trailers and a forklift towed from
20724 Palomar St., Wildomar, CA 92595, converted and stolen
on April 21, 2025 to on or about May 1, 2025
SEE RIVERSIDE COUNTY CASE NO. CVRI2501866

Warning: Presentation of a false claim is a felony (Penal Code §72). Pursuant to CCP §1038, the City/Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature: _____ Date: August 15, 2025

Please include any applicable pictures or documents (i.e. police reports, receipts or estimates).

Law Offices of Alexander J. Petale
835 Wilshire Blvd., Suite 500-275
Los Angeles, CA 90018
Tele. (323)240-3894 petaleesq@gmail.com

August 15, 2025

City of Wildomar, City Clerk
23873 Clinton Creek Road. Suite 201
Wildomar, CA 92595

Re: My Client : Blackseries RV, Inc.
Date of Loss : April 21, 2025 to May 1, 2025

Dear city of Wildomar:

This office represents Blackseries RV, Inc., a California corporation. My investigation indicates that the City of Wildomar wrongfully seized approximately 80 luxury trailers, on the dates referenced above. Therefore attached please find a Municipal Claim form pursuant to California Govt. Code Section 911.2, et seq.

If you have any questions, please do not hesitate to call me at the number listed above.

Truly yours,

Alexander J. Petale, Esq.

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: September 10, 2025

SUBJECT: Consultation Services for Preparation of a Strategic Plan

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
1. Review the attached Request for Proposal for Strategic Plan Consulting Services and provide any comments to staff; and

2. Authorize staff to post the Request for Proposal on PlanetBids after making any requested amendments, for response by, and evaluation of, qualified consultants.

SUMMARY:
Review and comment on a proposed RFP for a strategic plan consultant. Upon approval, staff will post the RFP to the City's PlanetBids application in order to request proposals from qualified firms with public agency experience.

BACKGROUND:
A strategic plan serves as a city's long term vision for the future. It is a roadmap of the City's goals, planned projects to achieve those goals, and performance metrics to determine the success of the City toward achieving these goals. The strategic planning process takes input from the community, City Council, City staff, and stakeholders to determine the direction the City should be moving, with high level strategic goals outlined within a three to five period, as well as an overview of how the City might look in terms of service levels 10 and 20 years out. The strategic plan will serve as a working document, being adjusted as strategic goals are met and new goals are undertaken.

DISCUSSION:
The point of a strategic plan is to ensure that everyone is rowing in the same direction, with a shared vision and common goals. This will be accomplished through a structured process, implemented by a consultant experienced in preparing strategic plans for municipalities. The consultant will develop the strategic plan with open communication and buy-in.

Staff have developed a Request for Proposal (RFP) for a strategic plan consultant that achieves the following objectives:

- Help the City decide what it wants to be in the future, and how the City can position itself to be prepared for that future.
- Serve as a way to organize and prioritize City initiatives and resources to achieve identified goals.
- Provide a process that allows general alignment and focus of the City Council, City

administration, and staff, in addition to citizens, business interests, community groups, etc., to foster a sense of cohesion as to the City's strategic direction.
- Transform the conceptual goals of the visioning process into realistic, achievable targets.
- Generate new ideas and discussion about the built environment, economic development, fiscal sustainability, sense of place, and the City's overall identity.
- Chart an effective, considered, and innovative course of action for the City's future, setting priorities and maximizing innovative opportunities.

These objectives will be achieved by the consultant through the use of community engagement, City Council engagement, employee engagement and involvement, and performance monitoring.

Staff requests that the City Council review the RFP and provide feedback. The goal is to ensure that the RFP identifies a consultant that will create a Strategic Plan that will meet the needs of the City using a methodology that is responsive to our community. On approval of the RFP, staff will post it to the City's online purchasing bid application, PlanetBids. Firms will be given at least a month to respond, with all questions directed through the system. Once the proposals are received, the consultants will be evaluated based on how well the proposal responds to the needs of the City and the RFP. Based on the responses, a top candidate will be selected and staff will draft an agreement for approval.

FISCAL IMPACT:
There is no fiscal impact associated with approving and posting an RFP. The cost for a Strategic Plan will be determined once proposals have been received from qualified firms.

ATTACHMENTS:
RFP Strategic PlanNew.docx

REQUEST FOR PROPOSALS

FOR

STRATEGIC PLAN CONSULTING SERVICES

RFP RESPONSE DUE BY
TBD

BY 5:00 PM

Contents

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SUBMISSION INSTRUCTIONS 5
SUBMITTAL EVALUATION 6
POINT OF CONTACT 6
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PROPOSAL REVIEW AND AWARD SCHEDULE 8
ATTACHMENT 8

INTRODUCTION

The City of Wildomar is seeking proposals from qualified persons or firms to contract for consulting services to guide a Strategic Planning process for the City. Consultants are invited to submit a proposal which includes an outline of their experience and qualifications in performing work directly related to the services required. The RFP can be obtained through the City of Wildomar PlanetBids online portal: https://vendors.planetbids.com/portal/66534/portal-home Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

BACKGROUND

Wildomar is located in southwestern Riverside County, incorporated as a City on July 1, 2008. The City is approximately 70 miles north of San Diego and 60 miles southeast of Los Angeles. The City boundaries encompass 24 square miles, providing a "Community Ranch" lifestyle for its approximate 37,000 residents. The City has an approved operating budget of $20,424,000 for fiscal year 2026-2027.

The City of Wildomar is a general law city, providing a full range of municipal services, including police and fire, public works, planning, building, recreation, economic development, and animal control. Water and sewer services are provided by separate districts. The City contracts its fire, police, and animal control services and has authorized 53 full-time employees and 2 part-time employees for Fiscal Year 2026-2027.

The City invites proposals for the facilitation and development of a City of Wildomar Strategic Plan. A strategic plan is a vital tool for local jurisdictions to ensure that the vision and priorities set by the City Council are clearly conveyed to employees and the community, and that City strategies and projects are developed to meet Council priorities, and that the overall City government is accountable in meeting community needs.

Together, the City Council and staff are committed to continual improvement through strategic leadership and visioning for the future and intend to actualize this desire by developing the City's Strategic Plan, which will then guide the City as it makes decisions and sets future priorities. The Strategic Plan will guide the City in its pursuit of its best self in the future.

SCOPE OF REQUIRED SERVICES

Strategic planning determines where an organization is going over the next several years and how it's going to get there. It is understood that there are a variety of models and approaches available to develop a strategic planning document. The City encourages proposers to submit their recommended strategy with a work plan and set of deliverables that will enable the City to establish a long-term 10- and 20-year vision supported by a 5-year strategic plan to:

- Help the City of Wildomar decide what it wants to be in the future, and how the City can position itself to be prepared for that future.
- Serve as a way to organize and prioritize City initiatives and resources to achieve identified goals.
- Provide a process that allows general alignment and focus of the City Council, City administration, and staff in addition to citizens, business interests, community groups, etc.

to foster a sense of cohesion as to the City's strategic direction.
- Transform the conceptual goals of the visioning process into realistic, achievable targets.
- Generate new ideas and discussion about the built environment, economic development, fiscal sustainability, sense of place, and the City's overall identity.
- Chart an effective, considered, and innovative course of action for the City's future, setting priorities and maximizing innovative opportunities.

The Wildomar Strategic Plan should incorporate measurable, quantifiable goals and timetables for achievement and include benchmarks or milestones that measure the City's progress along the way. The Plan should be a "living document" that will undergo periodic review and adjustment to reflect progress toward achievement of goals and/or modifications of goals. While the City seeks the consultant's recommendations regarding the best process to develop an actionable strategic plan, we are seeking a scope of work that will incorporate the following components:

1. Community Engagement: Facilitate a community visioning process consisting of public outreach through stakeholder meetings, online survey(s), or other forums appropriate for outreach and public input. The City envisions using the information received through the community input process to assist the City Council in developing a long-term vision for the City that will serve as a framework for the strategic plan and priority setting process.
2. City Council Engagement: Develop a process and approach for gathering input from members of the City Council including priority and goal setting workshop(s).
3. Employee Engagement and Involvement: Develop a process and approach for gathering employee input and ongoing engagement at all levels of the organization.
4. Performance Monitoring: Develop methodologies for monitoring performance within the framework of the strategic plan, ensuring that priorities and goals are integrated within the budget decision-making process using financial and performance metrics reporting.

SUBMITTAL FORM AND CONTENT

Each individual or firm (Proposer) submitting a proposal shall meet all of the terms and conditions specified in this Request for Proposal (RFP). By its proposal submittal, the Proposer acknowledges agreement with the acceptance of all provisions of the RFP. To assist in the review process of all received proposals, the following information is required in the Proposal submittal:

1. **Introduction and Cover Letter**: Provide a cover letter describing your interest in this RFP. Within the letter, provide the name, address, phone number, and email address of the contact person. If the individual/firm operates from more than one location, please specify the office to which this project will be assigned. If your firm is subcontracting portions of this work, please indicate the firms with which you will be partnering along with the name, address, phone number, and email address of the contact person. Indicate the task(s) that will be subcontracted and how the subcontract work will be managed and checked for quality control.
2. **Project Understanding and Approach**: Proposer must describe, in detail, how the required scope of services will be met, and may provide additional related information with the proposal. The proposal should contain a detailed description of the activities to be conducted by the consultant to complete the requested scope of work, including:
    a. Recommended specific activities and tasks to be conducted at each stage, including the use of any subcontractors and/or partners.
    b. Milestones and deliverables tied to those activities

   c. Expectations of the type and amount of tasks/support requested of City staff to assist in the process.
   d. Identification of the Project Manager and key staff members who will be assigned to the daily work of the project.
   e. Outline what services and data should be provided by the City of Wildomar.
3. **Tentative Schedule**: By phase and each task to be completed. Should include estimated hours for Proposer staff in performing each phase of the work, including subconsultants.
4. **Proposer Qualifications:** The proposal should include:
   a. Firm profile and qualifications including specific experience in strategic planning, with number of government agencies represented and success rate.
   b. Summary of strategic planning experience and examples of similar projects. Include at least two (2) sample reports for similar projects prepared for other local government agencies (add as appendix - this will not count toward your page limit).
   c. Qualifications and relevant experience for the identified team members.
   d. Describe any attributes that distinguish the services provided by your firm/individual from others that would help the City in the selection process.
5. **Client References:** Complete contact information for a minimum of three recent clients for whom similar services described in the RFP have been performed. Include type of service provided to client, project description, starting and ending project dates, staff assigned to the project and discuss the final outcome.
6. **Agreement:** The selected vendor will be expected to enter and perform services under the City's Agreement for Services (Attachment A) or note changes being requested. During the review process, the City will note the extent of the changes to the City's Agreement.
7. **Compensation:** Project budget to complete Strategic Plan itemized based on cost per task to complete the work and including, but not limited to, hourly rates, reimbursables, and providing a total not to exceed cost.

Proposals, which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity of this project, may be rejected. The City of Wildomar reserves the right to extend the deadline of the proposed project to meet the objectives of the agency.

SUBMISSION INSTRUCTIONS

All proposals shall be submitted electronically through PlanetBids. Proposals are due no later than **TBD at 5:00 pm.** One (1) electronic proposal package must be submitted through PlanetBids at https://vendors.planetbids.com/portal/66534/portal-home. Proposals received after the above-cited time will be considered a late bid and not accepted. Proposals will not be opened publicly, and the City will endeavor to keep such confidential until a preferred service provider is selected.

Proposals will only be considered from vendors who are actively engaged in providing services for public agencies as specified herein. The City reserves the right to inspect the vendor(s) work products, personnel, and organization at any time, or to take any other action necessary to determine a vendor(s) ability to perform the work required herein, including contacting any current or previous clients of the vendor for a reference check. The City will provide the vendor notification of any activity requiring in-person interactions with the vendor at least 72 hours in advance. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate

inability to perform the required services outlined in the RFP. The City reserves the right to interview any or all responding vendors to this RFP or issue an award of contract without conducting any interviews.

All costs required for the preparation and submission of a response shall be borne by Bidder. Only one proposal response will be accepted from any one person, partnership, corporation, or other entity. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute. Responses are limited to **not more than 20 pages** including the letter of introduction, but excluding the appendix. Please only include strategic report samples in the appendix. Boilerplate marketing materials will not be reviewed or considered.

SUBMITTAL EVALUATION

Criteria to be used to evaluate the submittals will include, but not limited to:

- 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 with local government public outreach including conducting public meetings, developing key messages, creating and designing informational material such as brochures, mailers, and web content and the strategic use of different media outreach and cutting-edge technology as methods of distributing the informational material.
- Experience in strategic planning and organizational effectiveness, professional credentials, reputation, and work examples provided.
- Ability to complete the work in a timely manner, based on a submitted timeline.
- Fee amount & structure.

POINT OF CONTACT

Questions regarding this RFP must be submitted in writing to Accounting Specialist II, Art Villa at avilla@wildomar.gov . All questions and their answers will be posted on Planet Bids for review by all proposers. The deadline for submission of questions is **TBD**. Responses will be posted no later than **TBD.**

GENERAL INFORMATION

In the event the vendor and the City are unable to agree on the terms of the City's Agreement for Services, the City reserves the right to reject the submittal. Further, the City reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with qualified sources, or to cancel in part, or in its entirety, this Request for Proposal, if it is in the best interest of the City to do so.

This is a Request for Proposal (RFP). This RFP does not commit the City to pay any costs incurred for the preparation of the submission of a proposal, or to contract for supplies or services. Failure to completely execute and submit the required documents before the Submittal Deadline will render a proposal non-responsive.

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days. Timeframe may be longer depending on your needs.

Authorized Signatures. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Cancellation of Solicitation. The City of Wildomar may cancel this solicitation at any time.

Compliance with Laws. All proposals shall comply with current federal, state, and other laws relative thereto.

Examination of RFP Documents. It is the responsibility of the Proposer to carefully and thoroughly examine the documents contained in this RFP. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision or equipment necessary to perform the work as specified by this RFP. The failure or neglect of the Proposer to examine the RFP Documents shall in no way relieve them from any obligations with respect to this solicitation. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP and the project. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

Cost of Proposal. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Wildomar may refuse to consider Proposals from participants in such collusion.

Execution of Agreement. The Successful Proposer will be required to execute an agreement in

the form attached hereto of this RFP and comply with all requirements of said Agreement. In case of failure of the Successful Proposer to execute and return the contract and all required documents within the time allowed, the City may, at its option, consider that the Proposer has abandoned the contract.

Conflict of Interest. Proposer covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Wildomar.

Proposal Deadline. Proposals must be received prior to the scheduled Submittal Deadline. The City reserves the right to extend the Submittal Deadline when it is in the best interest of the City.

Proposal Modifications. Any Proposer who wishes to make modifications to a proposal already received by the City must withdraw his proposal in order to make the modifications. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

Proposal Withdrawal. A Proposer may withdraw their proposal, without prejudice.

Proprietary Information. Each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law.

PROPOSAL REVIEW AND AWARD SCHEDULE

The following is an outline of the anticipated schedule for proposal review and contract award:

RFP Issued	TBD
Deadline for Submission of Questions	TBD
Proposals Submittal Deadline	TBD
Presentations/Interviews with Finalists (if required)	TBD
Anticipated Award of Contract	TBD

ATTACHMENT

Attachment A: City of Wildomar Standard Agreement for Services

ATTACHMENT A

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

_____

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND

_____

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a municipal corporation ("City") and _____, a _____ ("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 ***[describe process used, i.e. request for qualifications, request for quotations, request for proposals, direct negotiation, informal quotes]*** the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a ***[proposal, quote, bid, etc.]*** 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:

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for ***[___ years/months]*** commencing on the date first ascribed above.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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.

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.

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.

COMPENSATION AND METHOD OF PAYMENT.

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 _____ dollars ($_____), 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.

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.

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.

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.

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."

OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

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

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

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

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

SERVICE PROVIDER'S BOOKS AND RECORDS.

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.

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.

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.

INDEPENDENT CONTRACTOR.

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.

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

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.

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.

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. Service Provider shall provide a hazard assessment upon request to the City. 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.

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.

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.

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.

CONFLICTS OF INTEREST.

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.

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.

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.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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.

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.

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.

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.

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.

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.

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.

TERMINATION OF AGREEMENT.

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.

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

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.

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.

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.

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.

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.

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:_____
_____

_____
_____

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.

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.

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.

BINDING EFFECT.

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

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.

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.

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.

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.

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.

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).

CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York

City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": _____

By: _____ By: _____

Name:_____ Name: _____

Its (Title):_____ Its (Title): _____

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

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, 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: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A.

B.

C.

D.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A.

B.

C.

D.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

D.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A.

B.

C.

D.

V. Service Provider will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

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

A. ___[job]_____ ___[hourly rate]_____

B. ___[job]_____ ___[hourly rate]_____

C. ___[job]_____ ___[hourly rate]_____

D. ___[job]_____ ___[hourly rate]_____

E. ___[job]_____ ___[hourly rate]_____

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $_____ per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed $_____, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

Exhibit C

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related

investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: September 10, 2025

SUBJECT: Resolutions Authorizing the Citys Participation in Two National Opioid Litigation Settlements: (1) In re: Purdue Pharma L.P., et al., Debtors (Chapter 11), U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649; and (2) In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)

SUBMITTED BY: Thomas D Jex, City Attorney

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SYN PHARMA, AND ZYDUS, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY

BACKGROUND:
The United States has faced an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis. Since 2017, local governments and states have pursued litigation against manufacturers, distributors, and retailers of opioid pharmaceuticals to hold such parties financially responsible for the opioid epidemic's impacts and generate resources to address the crisis.

The City Council has authorized the City's participation in national opioid settlements. In 2022, the City Council approved the City's participation in settlements involving multiple drug distributors and manufacturers. In 2023, the City Council authorized the City's participation in settlements concerning multiple manufacturers and retailers/pharmacies. In 2024, the City

Council authorized the City's participation in a settlement with a large national grocer, Kroger Co.

The various settlements have been similarly administrated, with local jurisdictions, like Wildomar, receiving a percentage of funds distributed to the State of California. The City determines whether to receive and program the funds directly or direct the funds to Riverside County (the "County") for County-wide programming of the settlement funds. The funds may only be programmed for limited uses pertinent to opioid remediation, and reporting requirements for fund expenditures apply.

DISCUSSION:
Here, staff recommends the City's participation in two separate opioid-related litigation settlements. The first concerns a tentative settlement reached in the matter of, In re: Purdue Pharma L.P., et al., Debtors (Chapter 11), U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649, concerning Purdue Pharma L.P. ("Purdue") and its owners, the Sacklers ("Settlement 1"). The second concerns a tentative settlement was reached in the matter of, In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)("Settlement 2") concerning eight opioid manufacturers: Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex Inc., Hikma Pharmaceuticals USA Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, Inc. (collectively, the "Manufacturers").

Settlement 1 is being implemented in connection with Purdue's bankruptcy proceedings, unlike prior national opioid litigation settlements that the City has participated in. Settlement 1 contemplates that the Sacklers will pay an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's effective date (expected to be in 2026), though some amounts are subject to discounted prepayments, and these amounts are in addition to amounts available from the Purdue estate including amounts available on the effective date (expected to be around $900 million) and other amounts. California state and local governments are scheduled to receive as much as $440 million. The deadline for the City to opt into Settlement 1 is September 30, 2025.

Settlement 2 is structured like prior opioid-litigation settlements and is not tied to any bankruptcy matter. It contemplates the Manufacturers' payment of a total of approximately $1.1 billion, in the form of payments ($720 million) and distributions of medications for treatment for opioid disorders. The deadline for the City to opt into Settlement 1 is October 8, 2025.

Despite not being a party to either tentative settlement, the City may opt-into Settlement 1 and Settlement 2 if it accepts the settlement terms and releases claims against Purdue, the Sacklers, and the Manufacturers. The proposed Resolutions will approve the City's participation in Settlement 1 and Settlement 2 and authorize the City Manager to take all action necessary to facilitate participation in the settlements and direct payments to Riverside County for its programming related to abating the opioid crisis.

FISCAL IMPACT:
The City's participation in the settlements will facilitate its receipt of settlement funds in the same percentage (0.08%) that it has been allocated in prior opioid-related litigation settlements. However, the proposed Resolutions would direct Wildomar's allocation to Riverside County for its expenditure and reporting of the settlement funds to assist with

addressing and ameliorating the opioid crisis.

ATTACHMENTS:

1. Resolution - Purdue Sackler Opioid BK Settlement
2. Resolution - Alvogen et al. Opioid Settlement

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY

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

WHEREAS, since 2017, local governments and states have pursued litigation against manufacturers, distributors, and retailers of opioid pharmaceuticals to hold such parties financially responsible for the opioid epidemic's impacts and generate resources to address the crisis; and

WHEREAS, on or about June 16, 2025, a tentative settlement was reached in the matter of, *In re: Purdue Pharma L.P., et al., Debtors (Chapter 11),* U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649, concerning Purdue Pharma L.P. ("Purdue") and its owners, the Sacklers (the "Settlement"); and

WHEREAS, unlike prior national opioid litigation settlements that the City has participated in, a new settlement opportunity presents itself via federal bankruptcy litigation, and the Settlement is being implemented in connection with Purdue's bankruptcy proceedings; and

WHEREAS, the Settlement contemplates that the Sacklers will pay an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's effective date (expected to be in 2026), though some amounts are subject to discounted prepayments, and these amounts are in addition to amounts available from the Purdue estate including amounts available on the effective date (expected to be around $900 million) and amounts that may be paid in the future; and

WHEREAS, the Settlement also contains injunctive relief governing opioid dispensing practices and requires Purdue's successor-in-interest to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement; and

WHEREAS, although the City is not a party to this litigation, it may opt into the Settlement and receive its benefits in exchange for releasing its claims against Purdue and the Sacklers; and

WHEREAS, Purdue and the Sacklers will pay $7.4 billion over approximately 15 years; and

WHEREAS, under the terms of Settlement, California state and local governments are scheduled to receive as much as $440 million, some of which will be distributed to cities and counties; and

WHEREAS, the more cities with populations greater than 10,000, such as the City, which opt into the agreement the more funds their respective counties and states are to receive under the Settlement; and

WHEREAS, opting into the settlement would allow the City to receive, or to transfer to Riverside County (the "County"), funds from the Settlement, which can be used to treat opioid use disorder and for related purposes; and

WHEREAS, jurisdictions must opt into the Settlement before September 30, 2025; and

WHEREAS, the intent of this Resolution is to approve the City's participation and opt-in into the Settlement, direct the Settlement funds to Riverside County (the "County"), and authorize the City Manager to take necessary actions to facilitate the City's participation in the Settlement.

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

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

Section 2: Approval. The City Council hereby:

A. Approves the Settlement with Purdue and the Sacklers; and

B. Authorizes the City Manager to take all actions necessary to facilitate the City's participation in the Settlement and direct the payment of Settlement funds to the County, including, without limitation, the execution of agreements or other ancillary settlement documents.

Section 3: **Ratification**. All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 4: Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other

actions related to this resolution shall continue in full force and effect unless amended or modified by the City.

Section 5: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 10th day of September, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

RESOLUTION NO. 2025 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SYN PHARMA, AND ZYDUS, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY

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

WHEREAS, since 2017, local governments and states have pursued litigation against manufacturers, distributors, and retailers of opioid pharmaceuticals to hold such parties financially responsible for the opioid epidemic's impacts and generate resources to address the crisis; and

WHEREAS, on or about April 4, 2025, a tentative settlement was reached in the matter of, *In re: National Prescription Opiate Litigation,* MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation) (the "Settlement") concerning eight opioid manufacturers: Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex Inc., Hikma Pharmaceuticals USA Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, Inc. (collectively, the "Manufacturers"); and

WHEREAS, the Settlement contemplates a total of approximately $1.1 billion, in the form of payments ($720 million) and distributions of medications for treatment for opioid disorders as follows:

A. Mylan (now part of Viatris): $284,447,916 paid over nine years;

B. Hikma: $95,818,293 paid over one to four years;

C. Amneal: $71,751,010 paid over 10 years;

D. Apotex: $63,682,369 paid in a single year;

E. Indivior: $38,022,450 paid over four years;

F. Sun: $30,992,087 paid over one to four years;

G. Alvogen: $18,680,162 paid in a single year;

Zydus: $14,859,220 paid in a single year; and

WHEREAS, the Settlement also contains injunctive relief prohibiting seven of the Manufacturers (not including Indivior) from promoting or marketing opioids and opioid products or making or selling any product that contains more than 40 mg of oxycodone per pill. They are also required to implement a monitoring and reporting system for suspicious orders. Indivior has agreed to not manufacture or sell opioid products for the next 10 years, but it will be able to continue marketing and selling medications to treat opioid use disorder; and

WHEREAS, although the City is not a party to this litigation, it may opt into the Settlement and receive its benefits in exchange for releasing its claims against the Manufacturers; and

WHEREAS, under the terms of Settlement, California state and local governments are scheduled to receive as much as $70 million, some of which will be distributed to cities and counties; and

WHEREAS, the more cities with populations greater than 10,000, such as the City, which opt into the agreement the more funds their respective counties and states are to receive under the Settlement; and

WHEREAS, opting into the settlement would allow the City to receive, or to transfer to Riverside County (the "County"), funds from the Settlement, which can be used to treat opioid use disorder and for related purposes; and

WHEREAS, jurisdictions must opt into the Settlement before October 8, 2025; and

WHEREAS, the intent of this Resolution is to approve the City's participation and opt-in into the Settlement, direct the Settlement funds to Riverside County (the "County"), and authorize the City Manager to take necessary actions to facilitate the City's participation in the Settlement.

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

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

Section 2: Approval. The City Council hereby:

A. Approves the Settlement with the Manufacturers; and

B. Authorizes the City Manager to take all actions necessary to facilitate the City's participation in the Settlement and direct the payment of Settlement funds to the County, including, without limitation, the execution of agreements or other ancillary settlement documents.

Section 3: **Ratification**. All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 4: Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to this resolution shall continue in full force and effect unless amended or modified by the City.

Section 5: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 10th day of September, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: September 10, 2025

SUBJECT: Funding Agreement with the Western Riverside County Conservation Authority (RCA) for Replacement Property for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Jason Farag, Public Works Director/City Engineer

ACTION:
Authorize the Interim City Manager to execute the Funding Agreement between the City and RCA.

SUMMARY:
As part of the Bundy Canyon Rd. Improvement Project, Segment 2, the City must obtain right-of-way from RCA. Due to environmental restrictions on the RCA properties, the City must also provide replacement land to compensate for the right-of-way being obtained. This Funding Agreement identifies the replacement land and the City's financial obligations to compensate RCA for that land.

BACKGROUND:
As part of the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2, Project), the City has had to acquire right-of-way across various properties between Oak Canyon Dr. and Harvest Way (west). Included in these acquisitions are properties owned by the Western Riverside County Conservation Authority (RCA), as identified by the Assessor's Parcel Numbers listed below.

- APN APN 366-310-006 and 366-320-008 (Casa Modelo Property)
- APN 366-310-012 (Katz Property)
- APN 366-320-045 (Clark Property)

The City must acquire permanent roadway right-of-way and permanent slope easements across these properties for the roadway widening and related improvements. An exhibit showing these properties is included in Attachment A.

Three of the four RCA properties (Casa Modelo, Clark) were acquired by RCA using Federal grant funds. As a result, the California Wildlife Conservation Board (WCB) and the California Department of Fish and Wildlife (CDFW) (Agencies) have required that the land being acquired from these properties be replaced. The Agencies are requiring that replacement land be provided at a 3:1 ratio for the Casa Modelo and Clark properties. This means that for every one acre of land acquired, three acres of replacement land must be provided. Acquisition from the Katz property can be replaced at a 1:1 ratio (one acre of replacement land for each acre of land acquired). The Project requires a total of about 7.5 acres from these three properties,

which will require approximately 21 acres of replacement land to be provided.

DISCUSSION:
The City has been coordinating with RCA to identify replacement land that can meet the requirements of the Agencies. Adjacent to the Project area and adjacent to the Clark Property is a vacant 33.14-acre property that meets the requirements of the Agencies (Replacement Property). Acquiring only 21 acres of the Replacement Property would leave about 12 acres of land remaining. However, there are environmental constraints on the Replacement Property that would potentially make the remaining 12 acres cost-prohibitive to develop. As a result, RCA has agreed to purchase the entire Replacement Property, with the City responsible to pay for the 21 acres required to mitigate the Project's acquisition impacts and RCA responsible to pay for the remaining 12 acres.

Included in Attachment B is a funding agreement between the City and RCA for the Replacement Property (Agreement). The Agreement identifies the City's obligations to pay for the 21 acres. The Agreement also includes provisions that provide the City with possession and use of the acquisition areas on the RCA Properties and identifies the City's responsibilities for the acquisition areas upon receiving possession and use.

The acquisition areas are necessary to allow the City to construct the Project. Therefore, staff recommends that the City Council authorize the Interim City Manager to execute the Agreement with RCA.

FISCAL IMPACT:
The acquisition of the 21 acres will cost $1,645,800. This cost is an eligible expense under the Transportation Uniform Mitigation Fee (TUMF) program and there are adequate TUMF funds in the adopted Project budget for FY 25/26 to cover this expense. This expense will increase the Project's overall cost and will reduce the amount of TUMF available for the remainder of the Bundy Canyon Rd. improvements. However, at this time, a budget adjustment is not necessary. At the time a construction contract is brought forward to City Council for the Project, staff will present an updated Project budget based on actual costs from the lowest responsive and responsible bid. If needed, based on the bid received, the award will include recommendations to the City Council for any necessary budget adjustments to fund the construction.

ATTACHMENTS:
A - RCA and Replacement Properties
B - RCA Funding Agreement

ATTACHMENT A

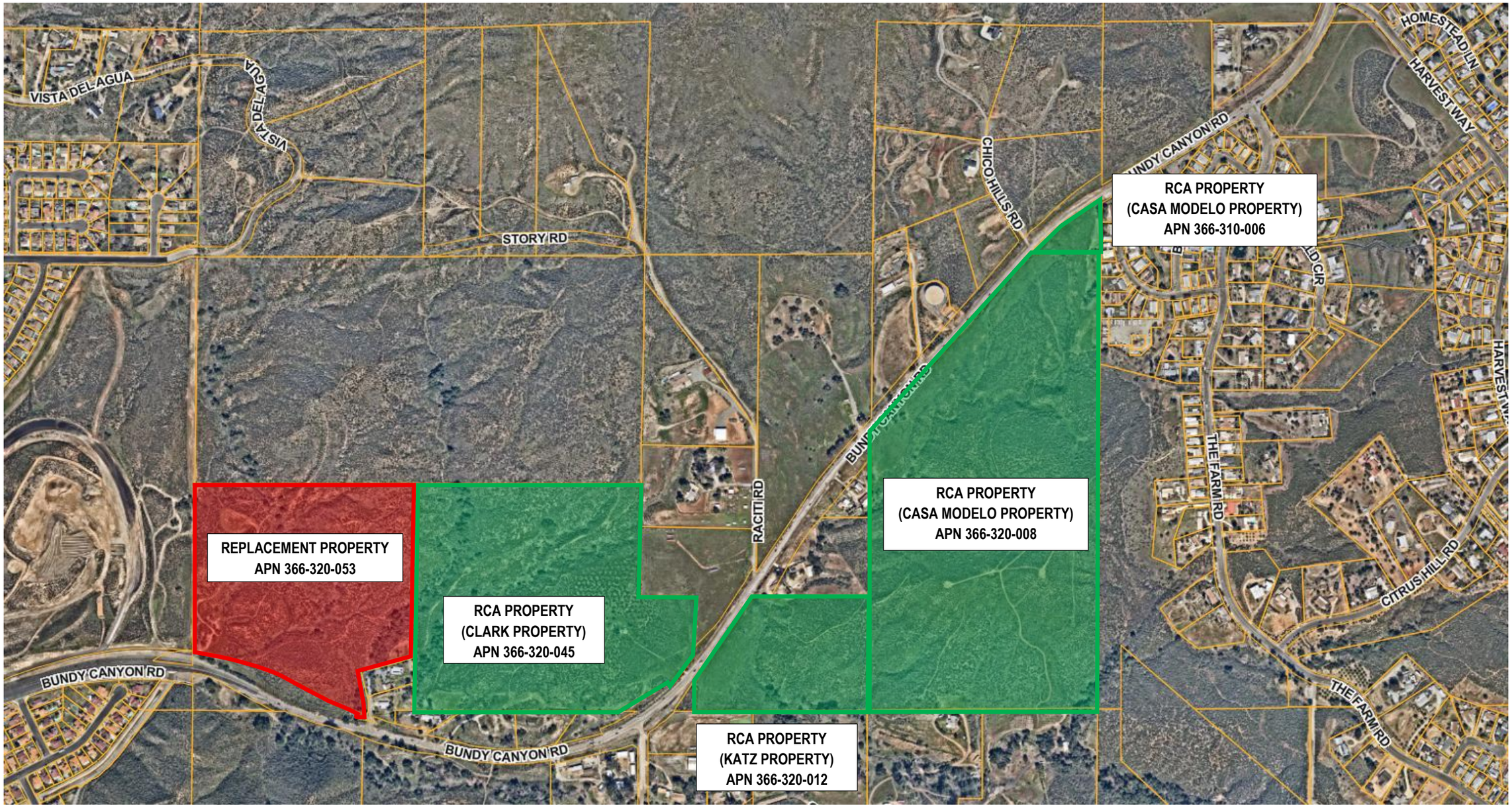

Figure 1 - RCA Properties and Replacement Property for the Bundy Canyon Rd. Improvement Project, Segment 2

AGREEMENT FOR FUNDING THE ACQUISITION OF REPLACEMENT PROPERTY BETWEEN WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND CITY OF WILDOMAR

THIS AGREEMENT ("Agreement") is made and entered into by and between the Western Riverside County Regional Conservation Authority, a public agency and joint powers authority ("**RCA**") and the City of Wildomar, a California municipal corporation ("**City**") and shall be dated as of October 6, 2025. In consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

I. Recitals. This Agreement is made with respect to the following facts and purposes, which each party finds and determines to be true and correct:

A. RCA is a joint powers authority, of which the City is a member agency, that was formed to implement the Western Riverside County Multiple Species Habitat Conservation Plan ("**MSHCP**"), a multi-jurisdictional habitat conservation plan focusing on the conservation of both sensitive species and associated habitats to address biological and ecological diversity conservation needs in western Riverside County, and setting aside significant areas of undisturbed land for the conservation of sensitive habitat while preserving open space and recreational opportunities.

B. City needs to purchase portions of Assessor Parcel Numbers 366-310-006 and 366-320-008 (the "**Casa Modelo Property**") for $194,103.00, 366-320-012 (the "**Katz Property**") for $36,750.00, and 366-320-045 (the "**Clark Property**") for $79,100.00 (collectively, the "**Future Widening Area**") from RCA to widen Bundy Canyon Road (the "**Project**") as legally described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

C. Furthermore, to remove restrictive covenants on the land that the City is purchasing from RCA, the City needs to purchase replacement land pursuant to requirements from the California Wildlife Conservation Board ("**WCB**") and the California Department of Fish and Wildlife ("**CDFW**").

D. Replacement property will be required to replace 2.02 acres of the Clark Property at a 3:1 ratio, or 6.06 acres; replace 4.73 acres of the Casa Modelo Property at a 3:1 ratio, or 14.19 acres, and to replace 0.73 acres of the Katz Property at a 1:1 ratio, or 0.73 acres, for a total of approximately 20.98 acres of replacement land.

E. The parties received representations from WCB and CDFW that since both National Environmental Policy Act ("**NEPA**") and California Environmental Quality Act ("**CEQA**") reviews were performed when the MSHCP was adopted, no further NEPA nor CEQA review would be required.

F. RCA and the City are currently considering the purchase of an approximately 33.14 acre parcel, also known as Assessor's Parcel Number 366-320-053, as the replacement property (the "**Replacement Property**"), more particularly described in Exhibit "B" and attached hereto and incorporated herein by reference;

G. A 2024 Equivalency Analysis determined that the Replacement Property contained equivalent or superior habitat to the Future Widening Area.

H. As part of the process to approve the Replacement Property, WCB and CDFW are currently having the California Department of General Services evaluate and approve the appraisal value for the Replacement Property.

I. Simultaneous to the execution of this Agreement, RCA has negotiated the terms of that certain agreement entitled "AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTIONS" with Canyon 38 Bundy and John P King Bundy Canyon 38, LLC, a California limited liability company, as to an undivided 50% interest; Penelope A. King, as Trustee of The Penelope A. King Living Trust, established September 8, 2009, as to an undivided 20% interest; John P. King, Jr., Trustee of The J. King Trust dated October 31, 2001, as to an undivided 17.5% interest; and John P. King, Jr., Trustee of The King Family 2001 Trust dated October 31, 2001, as to an undivided 12.5% interest, all as tenants in common dated _____, 2025 ("**Replacement Property Purchase Agreement**") for the Replacement Property

J. RCA will designate the Replacement Property as Additional Reserve Lands pursuant to the MSHCP. (1 MSHCP, §§ 3.2.1 & 3.2.2; Implementing Agreement, §§ 3.3 & 3.72, p. 4.)

K. In addition to the protections received from the MSHCP, RCA will also need to record a new restrictive covenant that will encumber the Replacement Property as required by WCB and CDFW.

II. City Contribution of Funds for Acquisition of Replacement Property.

A. City shall pay to RCA the equivalent of 63.3%[1] of the Purchase Price listed in the Replacement Property Purchase Agreement for the Replacement Property, equivalent to a total amount of One Million Six Hundred Forty-Five Thousand Eight Hundred Dollars ($1,645,800).

B. City shall pay such sum into the escrow for the purchase of the Replacement Property pursuant to the Purchase Agreement ("**Escrow**") within ten (10) business days of notice to the City by RCA that the Escrow is ready to close. RCA's notice to the City shall provide directions for the wiring of the City funds to Escrow.

C. Within five (5) business days of the close of Escrow, RCA shall provide City with a copy of the Grant Deed and a closing statement.

III. RCA to Dedicate Replacement Property For MSHCP Purposes in Perpetuity.

[1] 14.19 acres (Casa Modelo) + 0.73 acres (Katz) + 6.06 acres (Clark) = 20.98 acres that City is paying to replace divided by 33.14 acres of the Replacement Property = 63.3%.

A. Except for the portion of the Replacement Property that the City is paying pursuant to Section II.A, above, RCA will pay for the Replacement Property pursuant to the Replacement Property Purchase Agreement.

B. Within thirty (30) days after receiving written permission from WCB, RCA shall take any and all action necessary to remove the restrictive covenants from the Future Widening Area.

C. At the Close of Escrow, RCA shall record a restrictive covenant, or another similar document, as determined by the WCB, to dedicate 20.25 acres, as determined by RCA, of the Replacement Property for conservation purposes that would be consistent with the MSHCP, replacing the restrictive covenant currently restricting the portion of the Casa Modelo Property and Clark Property that are included in the Future Widening Area.

IV. <u>Possession and Use By City</u>. Subject to the terms and provisions of this Agreement, City requires the immediate use and possession of the Future Widening Area for purposes of the Project. One of the purposes of this Agreement is to allow City to acquire rights on the Future Widening Area and proceed with construction of improvements on the Future Widening Area in connection with the Project, without delay. With respect to the use and possession of the Future Widening Area, City and RCA therefore agree as follows:

A. RCA hereby grants to City, its contractors, agents and all others acting on behalf of City, the irrevocable and immediate right to possession and use of the Future Widening Area, including the right to remove and dispose of improvements located within the Future Widening Area. Such right of possession will be effective immediately upon:

1. the date of this fully executed Agreement and deposit of funds pursuant to Section 2, above, into Escrow; and

2. the date the funds specified in Section 2 of the three separate Purchase Agreements between RCA and the City (i.e., the Casa Modelo Purchase Agreement, the Katz Purchase Agreement and the Clark Purchase Agreement) for the Future Widening Area are deposited into the escrow.

B. As consideration for this irrevocable and immediate grant of possession and use, concurrent upon the deposit of the funds described in Section IV.A into escrow, City will deposit in Escrow the full amount of the funds. City's right to possession of the Future Widening Area shall be conditioned upon and shall commence as of the date upon which such sum is received by Escrow agent.

C. Upon taking possession, City shall be solely responsible for the Future Widening Area and shall defend, indemnify and hold RCA harmless from and against any and all claims arising out of or related to City's possession and use of the Future Widening Area pursuant to Section V.B, below. If City does not complete the purchase of the Future Widening Area and this Agreement is terminated as a result of the failure of a condition for City's benefit, City shall, at its sole cost and expense, fully restore the Future Widening Area to the condition in which it existed immediately prior to City taking possession pursuant to this Section. If City terminates

this Agreement as a result of a default by RCA, City shall be under no obligation to restore the Future Widening Area.

V. Indemnity and Additional Requirements.

A. Should WCB, CDFW, or both, determine that additional requirements need to be performed to accomplish the removal of the restrictive covenants from the Future Widening Area, then City agrees to be responsible to perform promptly such additional requirements and bear all costs related thereto including, but not limited to, any type of cultural resources report.

B. City and its heirs, successors, and permitted assigns shall, at its sole cost and expense, indemnify, defend, protect, release, and hold harmless the RCA and its Member agencies, including any of its officers, employees, commissions, and agents (collectively, "Indemnitees"), from and against any and all claims, actions, or proceedings (collectively, "Claims") arising out of or in any way relating to the Project, the purpose of which is to attack, set aside, void, or annul the approval of the Project and any environmental determination that accompanies it. This indemnification shall include, but not be limited to, suits, damages, judgments, costs, expenses, liens, levies, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the City, third parties and the Indemnitees, arising out of or in connection with the Project, any environmental determination that accompanies it, or any combination. City agrees to pay directly, or timely reimburse on a monthly basis, the RCA for all such costs of defense, including but not limited to, court costs, attorney fees, and time referenced herein. The RCA, at City's cost and expense, in its sole and absolute discretion, may elect to defend any lawsuit with counsel of its choice, or, to have the City provide the defense of the Indemnitees subject to the RCA's approval of defense counsel. Nothing herein shall prohibit the RCA from participating in the defense of any claim, action, or proceeding that is being defended by City. City's defense and indemnification of the Indemnitees as set forth herein shall remain in full force and effect throughout all stages of any litigation challenging the Project, including any and all appeals of any lower court judgments rendered in the proceeding. The rights and obligations set forth in this Section shall survive termination of this Agreement.

VI. General

A. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

City: City of Wildomar
City Hall
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: Chris Mann, Interim City Manager

With a copy to:	Burke Williams and Sorenson 1770 Iowa Avenue, Suite 240 Riverside, CA 92507 Attn: Thomas D. Jex, City Attorney
RCA:	Western Riverside County Regional Conservation Authority 4080 Lemon Street, Third Floor P.O. Box 12008 Riverside, CA 92502 Attn: Aaron Hake, Executive Director
With a copy to:	Best, Best & Krieger LLP 3390 University Avenue, 5th Floor P.O. Box 1028 Riverside, CA 92502 Attn: Steven C. DeBaun, General Counsel

B. The City understands and agrees that RCA is only entering into the Replacement Property Purchase Agreement described in Section I.I, above, for the benefit of the City, which RCA either has already or simultaneously executed along with this Agreement. Since the Replacement Property Purchases Agreement commits funds greater than RCA's budget, it is vital for the City to successfully complete the provisions outlined in Section II of this Agreement, depositing the funds agreed to by the City into escrow. Therefore, once this Agreement is executed by both parties, the City agrees not to terminate this Agreement for any reason whatsoever, unless mutually agreed upon in writing by both RCA and the City, which necessarily will involve reimbursing all of RCA's out of pocket costs to assist the City with the Project.

C. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith.

D. Amendments hereto must be in writing executed by the appropriate authorities of the City and RCA.

E. The parties agree that each party has reviewed and revised this Agreement and have had the opportunity to have their counsel and real estate advisors review and revise this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

F. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires.

G. Each person signing below personally warrants and represents to the parties that the party he or she represents has approved this Agreement, intends to be bound by its terms and that they are duly authorized to execute this Agreement on behalf of the party they represent.

H. The parties acknowledge that time is of the essence in this Agreement.

I. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

J. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for the performance of any other obligation or act.

K. Each party acknowledges and agrees that this Agreement is valid, binding and enforceable against the party.

L. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

(Signature Page to Follow)

SIGNATURE PAGE FOR THE AGREEMENT FOR FUNDING THE ACQUISITION OF REPLACEMENT PROPERTY BETWEEN WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY AND CITY OF WILDOMAR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF WIDOMAR, a California municipal corporation	**WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, a public agency and a joint powers authority**
Chris Mann Interim City Manager	Aaron Hake Executive Director
ATTEST:	
Janet Morales, CMC City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Thomas D. Jex, City Attorney Burke Williams and Sorensen	Best Best & Krieger, LLP General Counsel

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EXHIBIT "A"

LEGAL DESCRIPTION

[ATTACHED ON NEXT PAGE]

EXHIBIT "A"
LEGAL DESCRIPTION
0655-053A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 1 AND PARCEL 2 BY DEED RECORDED JULY 15, 2008 AS DOCUMENT NUMBER 2008-0385794, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 24 AND THE CENTERLINE OF BUNDY CANYON ROAD (30.00 FOOT SOUTHEASTERLY HALF-WIDTH) AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 37, PAGE 74, OF RECORDS OF SURVEY, SAID OFFICIAL RECORDS;

THENCE SOUTH 01°02'35" WEST ALONG THE EASTERLY LINE OF SAID SECTION 24, A DISTANCE OF 35.11 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID BUNDY CANYON ROAD, ADOPTED BY BOARD RESOLUTION DATED, FEBRUARY 24, 1948 IN SUPERVISORS MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK AND THE **TRUE POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 01°02'35" WEST, A DISTANCE OF 76.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,896.00 FEET, AND AN INITIAL RADIAL BEARING OF NORTH 36°22'26" WEST;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 11°05'32", AN ARC DISTANCE OF 367.06 FEET;

THENCE SOUTH 41°35'05" WEST, A DISTANCE OF 180.43 FEET;

THENCE SOUTH 35°57'47" WEST, A DISTANCE OF 304.09 FEET;

THENCE SOUTH 24°10'47" WEST, A DISTANCE OF 112.86 FEET;

THENCE SOUTH 65°49'50" WEST, A DISTANCE OF 34.18 FEET;

THENCE NORTH 87°30'43" WEST, A DISTANCE OF 71.90 FEET TO A LINE PARALLEL WITH AND DISTANT 141.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID BUNDY CANYON ROAD;

THENCE SOUTH 42°12'28" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 108.67 FEET;

THENCE SOUTH 45°23'08" WEST, A DISTANCE OF 378.81 FEET TO A LINE PARALLEL WITH AND DISTANT 120.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUNDY CANYON ROAD;

THENCE SOUTH 42°12'28" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 446.30 FEET TO THE WESTERLY LINE OF SAID PARCEL 2;

THENCE NORTH 01°19'42" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 137.52 FEET RETURNING TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD;

THENCE NORTH 42°12'28" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,308.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,969.79 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
0655-053A

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 17°31'56", AN ARC DISTANCE OF 602.75 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 59°44'24 EAST, A DISTANCE OF 17.90 FEET TO THE **TRUE POINT OF BEGINNING;**

PARCEL CONTAINS 206,003 SQUARE FEET, OR 4.729 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:

Timothy F. Rayburn

TIMOTHY F. RAYBURN, P.L.S. 8455

4/09/2020

DATED:

PROFESSIONAL LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-20
STATE OF CALIFORNIA

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EXHIBIT "A"
LEGAL DESCRIPTION
0655-042A

BEING A PORTION OF THAT CERTAIN GRANT DEED RECORDED NOVEMBER 6, 2008, AS INSTRUMENT NUMBER 2008-0589037, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 24 AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD, DESCRIBED AS PARCEL NO. 0065-003 BY GRANT DEED RECORDED NOVEMBER 28, 1990, AS INSTRUMENT NO. 432711, SAID OFFICIAL RECORDS;

THENCE NORTH 89°37'03" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 327.61 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 58°56'08" EAST, A DISTANCE OF 335.00 FEET;

THENCE NORTH 65°28'08" EAST, A DISTANCE OF 202.56 FEET;

THENCE NORTH 49°15'05" EAST, A DISTANCE OF 267.33 FEET TO THE WESTERLY LINE OF PARCEL MAP 10246, AS SHOWN BY MAP ON FILE IN BOOK 61, PAGES 18 AND 19, OF PARCELS MAPS, SAID OFFICIAL;

THENCE SOUTH 01°37'21" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 150.16 FEET RETURNING TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,370.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 51°36'18" EAST;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 04°07'42", AND AN ARC DISTANCE OF 98.71 FEET TO A RADIAL LINE;

THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, NORTH 47°28'36" WEST ALONG SAID RADIAL LINE, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,350.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 47°28'36" EAST;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 14°39'02", AN ARC DISTANCE OF 345.20 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
0655-042A

PARCEL CONTAINS 88,165 SQ. FT. OR 2.024 AC., MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:

TIMOTHY F. RAYBURN, P.L.S. 8455

3/27/2020
DATED:

PROFESSIONAL LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-20
STATE OF CALIFORNIA

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EXHIBIT "A"
LEGAL DESCRIPTION
0655-046A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED OCTOBER 6, 2017, AS DOCUMENT NUMBER 2017-0416942, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA BEING A PORTION OF THE SOUTHERLY 660 FEET OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID GRANT DEED WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD (60.00 FEET WIDE) AS SHOWN BY PLAT 607-T ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF RIVERSIDE, WHICH MAP IS DATED JANUARY 1934;

THENCE SOUTH 89°38'04" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 89.87 FEET;

THENCE LEAVING SAID NORTHERLY LINE SOUTH 13°33'44" EAST, A DISTANCE OF 78.72 FEET;

THENCE SOUTH 60°54'35" WEST, A DISTANCE OF 56.98 FEET;

THENCE NORTH 55°15'17" WEST, A DISTANCE OF 26.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,004.00 FEET AND AN INITIAL RADIAL OF SOUTH 54°58'08" EAST;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 07°34'09", AN ARC DISTANCE OF 264.74 FEET;

THENCE NON-TANGENT FROM SAID CURVE, SOUTH 43°27'55" WEST, A DISTANCE OF 221.06 FEET;

THENCE SOUTH 01°53'26" EAST, A DISTANCE OF 44.28 FEET;

THENCE SOUTH 77°01'22" WEST, A DISTANCE OF 62.62 FEET TO THE EAST LINE OF THE WEST 330 FEET OF SAID WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 24;

THENCE NORTH 01°37'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 29.12 FEET RETURNING TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD;

THENCE NORTH 34°59'09" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 592.62 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION
0655-046A

PARCEL CONTAINS 43,205 SQ. FT. OR 0.992 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:

TIMOTHY F. RAYBURN, P.L.S. 8455

3/27/2020
DATED:

PROFESSIONAL LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-20
STATE OF CALIFORNIA

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EXHIBIT "B"

REPLACEMENT PROPERTY

For APN/Parcel ID(s): 366-320-053

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCEL 1 AND LOT "A" OF PARCEL MAP NO. 13185, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 66, PAGE 25 OF PARCEL MAPS THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH PARCEL 2 AND LOTS "B", "C", AND "D" OF SAID PARCEL MAP NO. 13185, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LOCATED IN SECTIONS 24 AND 25, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAID LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2 OF PARCEL MAP NO. 13185, THENCE NORTH 89° 39' 56" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 2, AND ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AND ALONG THE NORTHERLY LINE OF LOT "B" (PEGONIA ROAD 30.00 FEET IN HALF WIDTH) OF SAID PARCEL MAP 13185, A DISTANCE OF 1302.89 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT "B";

THENCE SOUTH 01° 11' 35" WEST ALONG THE WESTERLY LINE OF SAID LOT "B" AND LOT "A", A DISTANCE OF 1022.39 FEET TO A POINT ON THE CENTERLINE OF LOT "A" (BUNDY CANYON ROAD 110.00 FEET IN FULL WIDTH) OF SAID PARCEL MAP NO. 13185, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 15° 35' 59" WEST; THENCE EASTERLY ALONG SAID CENTERLINE AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13° 20' 33", AN ARC DISTANCE OF 151.37 FEET; THENCE SOUTH 61° 03' 28" EAST ALONG SAID CENTERLINE, A DISTANCE OF 267.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 52' 09", AN ARC DISTANCE OF 274.69 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT "A", SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID PARCEL 1, THE RADIAL LINE FROM SAID POINT BEARS NORTH 21° 04' 23" EAST; THENCE SOUTH 89° 37' 00" EAST ALONG SAID SOUTHERLY LINE OF LOT "A" AND ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 90.01 FEET TO AN ANGLE POINT THEREON, SAID POINT BEING ON A NONTANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1970.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS NORTH 18° 37' 25" EAST; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT "A" AND ALONG SAID SOUTHERLY LINE OF PARCEL 1 AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 42' 52", AN ARC DISTANCE OF 162.10 FEET; THENCE SOUTH 76° 05' 28" EAST ALONG SAID SOUTHERLY LINE OF LOT "A", AND ALONG SAID SOUTHERLY LINE OF PARCEL 1, A DISTANCE OF 148.09 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF LOT "A" WITH THE CENTERLINE OF LOT "C" (TULIP LANE, 60.00 FEET IN FULL WIDTH) OF SAID PARCEL MAP NO. 13185; THENCE NORTH 13° 54' 32" EAST ALONG THE EASTERLY LINE OF SAID LOT "A" AND LOT "C", A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A TANGENT CURE, CONCAVE TO THE WEST, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE OF LOT "C", AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28° 40' 30", AN ARC THENCE NORTH 14° 45' 58" WEST ALONG SAID CENTERLINE AND ALONG SAID EASTERLY LINE, A DISTANCE OF 159.97 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 88° 30' 21" WEST ALONG THE SOUTHERLY LINE OF SAID LOT "D", A DISTANCE OF 50.00 FEET; THENCE NORTH 73° 53' 39" EAST ALONG SAID SOUTHERLY LINE OF PARCEL 2, A DISTANCE OF 275.21 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01° 24' 22" EAST ALONG THE EASTERLY LINE OF SAID PARCEL; 2, A DISTANCE OF 1012.22 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT NO. 5197, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND RECORDED OCTOBER 2, 2007 AS INSTRUMENT NO. 2007-613405 OF OFFICIAL RECORDS.

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: September 10, 2025

SUBJECT: Acceptance of a Drainage Easement for the Westpark Promenade Development Project (Project 21-0075)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Jason Farag, Public Works Director/City Engineer

ACTION:
Authorize the Public Works Director/City Engineer to accept a Drainage Easement Deed for the Westpark Promenade Development Project (Project 21-0075).

SUMMARY:
The Westpark Promenade Development Project will construct new storm drains that the City will be responsible to maintain. Some of these storm drains will be on private property and require that the City accept a drainage easement for the construction, maintenance, and operations of the storm drain improvements.

BACKGROUND:
On December 14, 2016, Plot Plan No. 13-0082 was approved to develop the Westpark Promenade Mixed-Use project (Project) consisting of a 118,354 square foot commercial retail center and 191 single family attached dwelling units, with related on-site/off-site improvements and amenities. The Project has an expiration date of June 14, 2027. An aerial image of the project site and the surrounding area is provided in Attachment A.

DISCUSSION:
The developer of the residential portion of the Project (Developer) has been processing grading and improvement plans with the City for the Project. No development plans other than rough grading have been submitted for the commercial portion of the Project. The Developer's design includes storm drain improvements that convey stormwater runoff from the residential portion of the Project and from the new public streets onto the commercial portion of the Project. As a result, the City will need an easement across the commercial portion of the Project for construction, maintenance, and operations of the storm drain improvements.

An Easement Deed has been prepared for the storm drain improvements and is included as Attachment B. The easement is being dedicated from the owner of the commercial portion of the Project, CRP/CWR Westpark Project, LLC. Staff recommends that the City Council authorize the Public Works Director/City Engineer to accept the easement, but not for maintenance at this time until the Project improvements are accepted into the City Maintained Road System by resolution of the City Council at a future date after completion of all of the improvements.

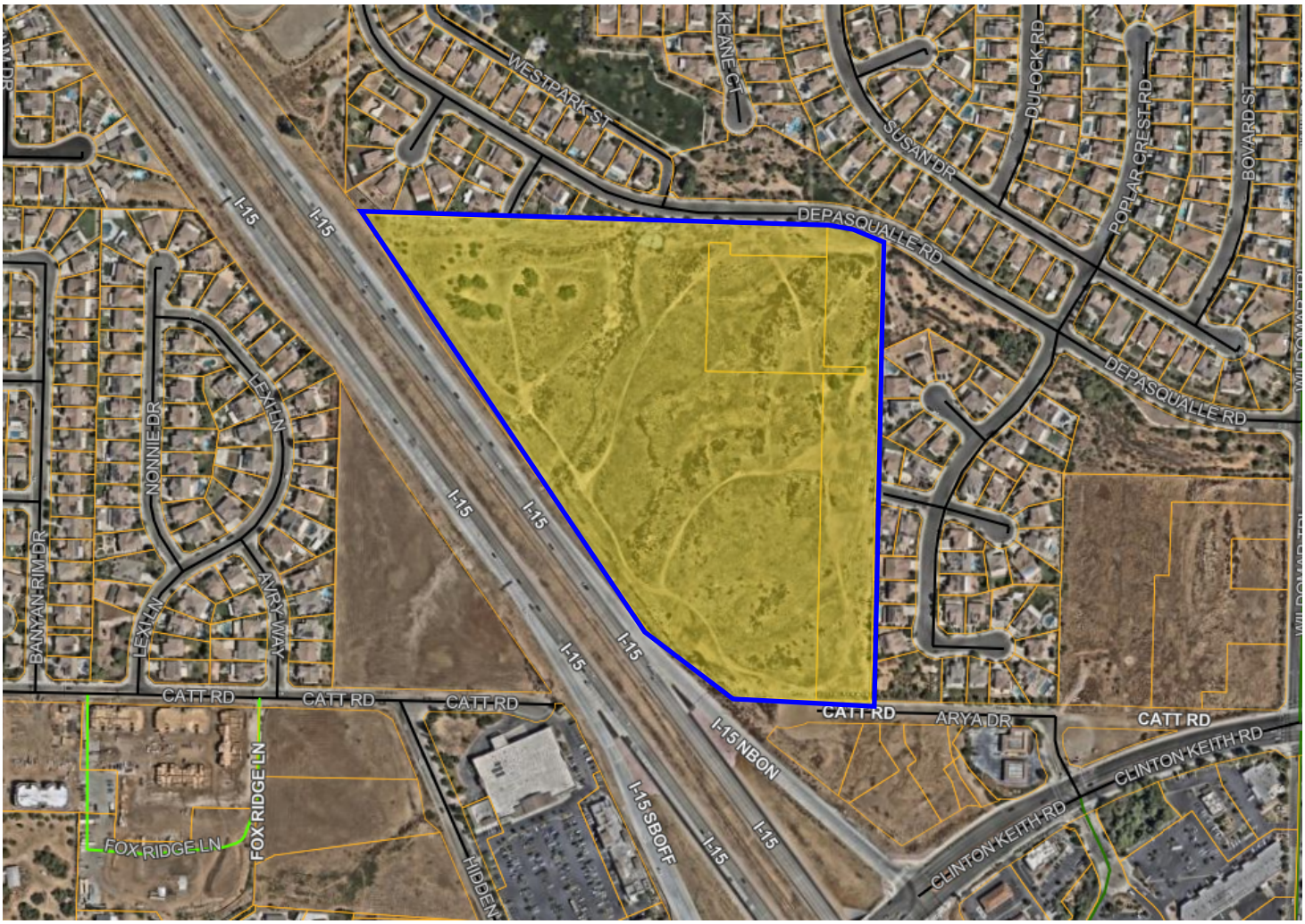
FISCAL IMPACT:

There is no fiscal impact to the City at this time by accepting the Easement Deed. Costs related to the processing of the Easement Deed are covered by developer fees/deposits. When the storm drain improvements are accepted into the City Maintained Road System, the City will be responsible for the maintenance of the storm drains including all associated costs. Costs for the maintenance will be covered by the Project's Community Facilities District assessments and the City's Public Works Maintenance budget.

ATTACHMENTS:

A - Aerial Map
B - Easement Deed

ATTACHMENT A



Aerial Image of
Westpark Project
(highlighted in yellow)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:
(Document exempt from recording fees pursuant to Cal. Gov. Code§ 27383)

CITY OF WILDOMAR
Attn: City Clerk
23873 Clinton Keith Rd., Suite 201
Wildomar, California 92595

THIS SPACE FOR RECORDER'S USE ONLY

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

Project Name: Westpark Promenade
Project#: 21-0075
APNs: 376-410-025, 376-410-013, 376-410-023

EASEMENT DEED

Certificate of Acceptance of Easement of the Street
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed dated _____, from CRP/CWR WESTPARK PROJECT, L.L.C., a Delaware limited liability company to the CITY OF WILDOMAR, a municipal corporation, is hereby accepted for the dedicated purposes by the undersigned officer on behalf of the City Council ~~pursuant to the authority contained in City Municipal Code Section 12.04~~ and the Grantee consents to the recordation thereof by its duly authorized officer. The real property interest is accepted for the purpose of obtaining easement rights for the purposes described, but said road shall not become part of the City Maintained Road System until accepted by resolution of the City Council adopted pursuant to Section 941 of the Street and Highways Code.

Dated: _____
City of Wildomar

By: _____
Jason Farag
Public Works Director/City Engineer

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

Projects Name: Westpark Promenade
Project No. 21-0075
APN: 376-410-025; 376-410-013; 376-410-023

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, CRP/CWR WESTPARK PROJECT, L.L.C., a Delaware Limited Liability Company, hereinafter referred to as "Grantor", hereby grants and conveys to the **CITY OF WILDOMAR**, a municipal corporation, hereinafter referred to as "Grantee", its successors and assigns, a perpetual non-exclusive easement for drainage and access purposes including but not limited to, construction, installation, use, repair, reconstruction, inspection, operation, maintenance and all appurtenant works including ingress and egress thereto, over, upon, under and across that real property situated in the City of Wildomar, County of Riverside, State of California, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof, hereinafter referred to as "Easement Area".

Grantor and Grantor's successors and assigns, shall have all rights and privileges as may be used and enjoyed without interfering with the use of the Easement.

This instrument shall be binding upon and inure to the benefit of the successor and assigns of the Grantor.

Assessor Parcel Number: 376-410-025; 376-410-013; 376-410-023

Executed this 11 day of June, 2025

GRANTOR:

By: CRP/CWR WESTPARK PROJECT, L.L.C., a Delaware Limited Liability Company

By: _____
Print Name: MATTHEW THORNE
Title: COO

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On June 11, 2025, before me, Vicky H. Mario, Notary Public (here insert name and title of the officer), personally appeared Matthew Thorne, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Vicky H. Mario (Seal)

VICKY H. MARIO
Notary Public - California
San Diego County
Commission # 2389658
My Comm. Expires Jan 5, 2026

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 'A'

A PORTION OF PARCEL 1 OF PARCEL MAP 36612 PER P.M.B. 259, PAGES 58 THROUGH 61, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, LOCATED IN THE CITY OF WILDOMAR, STATE OF CALIFORNIA, LYING WITHIN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, S.B.M., MORE PRECISELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 1, SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY LINE OF TRACT MAP 30155, AS SHOWN PER MAP BOOK 423, PAGES 27 THROUGH 41, INCLUSIVE, OFFICIAL RECORDS, SAID CORNER ALSO BEING A POINT ON THE CENTERLINE OF WESTPARK STREET, HAVING A HALF WIDTH OF 37 FEET, AS SHOWN PER SAID PARCEL MAP, SAID CENTERLINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID CENTERLINE SOUTH 07°24'47" WEST A DISTANCE OF 95.00 FEET, TO A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE, ALONG SAID CURVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 24°12'32" AN ARC LENGTH OF 211.26 FEET TO A TANGENT LINE BEARING SOUTH 16°47'45" EAST;

THENCE SOUTH 16°47'45" EAST A DISTANCE OF 115.00 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 73°12'15" WEST A DISTANCE OF 37.00 FEET, TO A POINT ON THE WESTERLY LINE OF SAID WESTPARK STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 16°47'45" WEST A DISTANCE OF 16.55 FEET, TO A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 34.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 41°06'42" EAST;

THENCE LEAVING SAID WESTERLY LINE, CONTINUING ALONG SAID CURVE WESTERLY, THROUGH A CENTRAL ANGLE OF 24°18'57" AN ARC LENGTH OF 14.43 FEET TO A TANGENT LINE BEARING SOUTH 73°12'15" WEST;

THENCE SOUTH 73°12'15" WEST A DISTANCE OF 57.15 FEET, TO A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 101.00 FEET;

THENCE ALONG SAID CURVE WESTERLY AND SOUTHERLY, THROUGH A CENTRAL ANGLE OF 78°11'18" AN ARC LENGTH OF 137.83 FEET TO A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 79.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 85°00'57" WEST;

THENCE ALONG SAID CURVE SOUTHERLY AND WESTERLY, THROUGH A CENTRAL ANGLE OF 56°03'58" AN ARC LENGTH OF 77.30 FEET TO A TANGENT LINE BEARING SOUTH 51°04'55" WEST;

THENCE SOUTH 51°04'55" WEST A DISTANCE OF 25.10 FEET;

THENCE SOUTH 62°53'03" WEST A DISTANCE OF 54.01 FEET;

THENCE NORTH 84°50'51" WEST A DISTANCE OF 42.06 FEET;

THENCE SOUTH 23°09'24" WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 43°54'19" EAST A DISTANCE OF 43.43 FEET;

THENCE SOUTH 63°55'05" EAST A DISTANCE OF 66.46 FEET;

THENCE SOUTH 31°47'35" EAST A DISTANCE OF 96.83 FEET;

THENCE SOUTH 51°04'55" WEST A DISTANCE OF 30.00 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE SOUTH 38°55'05" EAST A DISTANCE OF 40.00 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 51°04'55" EAST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 31°47'35" EAST A DISTANCE OF 30.23 FEET;

THENCE NORTH 51°04'55" EAST A DISTANCE OF 188.75 FEET;

THENCE SOUTH 38°55'05" EAST A DISTANCE OF 33.00 FEET;

THENCE SOUTH 51°04'55" WEST A DISTANCE OF 152.20 FEET;

THENCE SOUTH 06°04'55" WEST A DISTANCE OF 81.75 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE SOUTH 38°55'05" EAST A DISTANCE OF 31.11 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 06°04'55" EAST A DISTANCE OF 66.07 FEET;

THENCE SOUTH 83°55'05" EAST A DISTANCE OF 47.07 FEET;

THENCE SOUTH 38°55'05" EAST A DISTANCE OF 43.49 FEET;

THENCE SOUTH 04°56'48" WEST A DISTANCE OF 83.70 FEET;

THENCE SOUTH 38°55'05" EAST A DISTANCE OF 39.95 FEET;

THENCE SOUTH 20°50'20" EAST A DISTANCE OF 38.67 FEET;

THENCE SOUTH 38°55'05" EAST A DISTANCE OF 26.72 FEET;

THENCE SOUTH 12°21'48" WEST A DISTANCE OF 12.82 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE SOUTH 38°55'05" EAST A DISTANCE OF 8.23 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 54°23'26" EAST A DISTANCE OF 47.93 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 34°20'18" EAST A DISTANCE OF 63.58 FEET TO A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 65.00 FEET, TO WHICH ITS RADIAL LINE BEARS SOUTH 40°01'18" WEST;

THENCE ALONG SAID CURVE EASTERLY, THROUGH A CENTRAL ANGLE OF 53°07'07" AN ARC LENGTH OF 60.26 FEET TO A TANGENT LINE BEARING NORTH 76°54'11" EAST;

THENCE NORTH 76°54'11" EAST A DISTANCE OF 67.39 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 337.00 FEET, TO WHICH ITS RADIAL LINE BEARS SOUTH 72°38'55" WEST, SAID CURVE BEING THE WESTERLY LINE OF SAID WESTPARK STREET;

THENCE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 04°35'40" AN ARC LENGTH OF 27.02 FEET TO A NON-TANGENT LINE BEARING SOUTH 76°54'11" WEST, TO WHICH ITS RADIAL LINE BEARS SOUTH 77°14'35" WEST;

THENCE LEAVING SAID CURVE AND SAID WESTERLY LINE, SOUTH 76°54'11" WEST A DISTANCE OF 65.95 FEET, TO A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 38.00 FEET;

THENCE ALONG SAID CURVE WESTERLY AND NORTHERLY, THROUGH A CENTRAL ANGLE OF 101°02'39" AN ARC LENGTH OF 67.02 FEET TO A TANGENT LINE BEARING NORTH 02°03'10" WEST;

THENCE NORTH 02°03'10" WEST A DISTANCE OF 101.77 FEET;

THENCE NORTH 05°54'03" EAST A DISTANCE OF 113.36 FEET;

THENCE NORTH 51°04'55" EAST A DISTANCE OF 97.52 FEET;

THENCE NORTH 38°55'05" WEST A DISTANCE OF 40.46 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 12.50 FEET, ENDING IN A RADIAL LINE BEARING NORTH 01°42'43" WEST;

THENCE ALONG SAID CURVE EASTERLY, THROUGH A CENTRAL ANGLE OF 14°43'37" AN ARC LENGTH OF 3.21 FEET TO A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 32.50 FEET, TO WHICH ITS RADIAL LINE BEARS NORTH 13°00'53" EAST;

THENCE ALONG SAID CURVE EASTERLY, THROUGH A CENTRAL ANGLE OF 30°29'29" AN ARC LENGTH OF 17.30 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, TO WHICH ITS RADIAL LINE BEARS NORTH 60°45'13" EAST, HAVING A RADIUS OF 263.00 FEET, ENDING IN A RADIAL LINE BEARING NORTH 17°28'36" WEST, SAID CURVE ALSO BEING THE WESTERLY LINE OF SAID WESTPARK STREET;

THENCE ALONG SAID CURVE AND SAID WESTERLY LINE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 09°55'19" AN ARC LENGTH OF 45.54 FEET TO A NON-TANGENT REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, SAID REVERSE CURVE BEGINNING IN A RADIAL LINE BEARING SOUTH 22°37'59" WEST; SAID CURVE ENDING IN A RADIAL LINE BEARING NORTH 50°49'54" EAST;

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID CURVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 32°41'42" AN ARC LENGTH OF 19.97 FEET TO A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 32.50 FEET, TO WHICH ITS RADIAL LINE BEARS NORTH 55°19'41" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63°05'09" AN ARC LENGTH OF 35.78 FEET TO A NON-TANGENT LINE BEARING NORTH 38°55'05" WEST, SAID CURVE ENDING IN A RADIAL LINE BEARING NORTH 07°45'28" WEST;

THENCE NORTH 38°55'05" WEST A DISTANCE OF 22.19 FEET;

THENCE SOUTH 51°04'55" WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 38°55'05" EAST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 51°04'55" WEST A DISTANCE OF 91.00 FEET;

THENCE NORTH 38°55'05" WEST A DISTANCE OF 233.50 FEET TO A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 112°07'20" AN ARC LENGTH OF 156.55 FEET TO A TANGENT LINE BEARING NORTH 73°12'15" EAST;

THENCE NORTH 73°12'15" EAST A DISTANCE OF 45.52 FEET, TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 537.00 FEET, SAID CURVE ALSO BEING SAID WESTERLY LINE OF WESTPARK STREET, SAID CURVE ENDS IN A RADIAL LINE BEARING NORTH 71°20'24" EAST;

THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°51'51" AN ARC LENGTH OF 17.47 TO A POINT, SAID POINT BEING THE BEGINNING OF A TANGENT LINE BEARING NORTH 16°47'45" WEST; SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**.

CONTAINING 131,415 SQUARE FEET OR 3.02 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

PHILIP J. LEGRAND, P.L.S. 8812

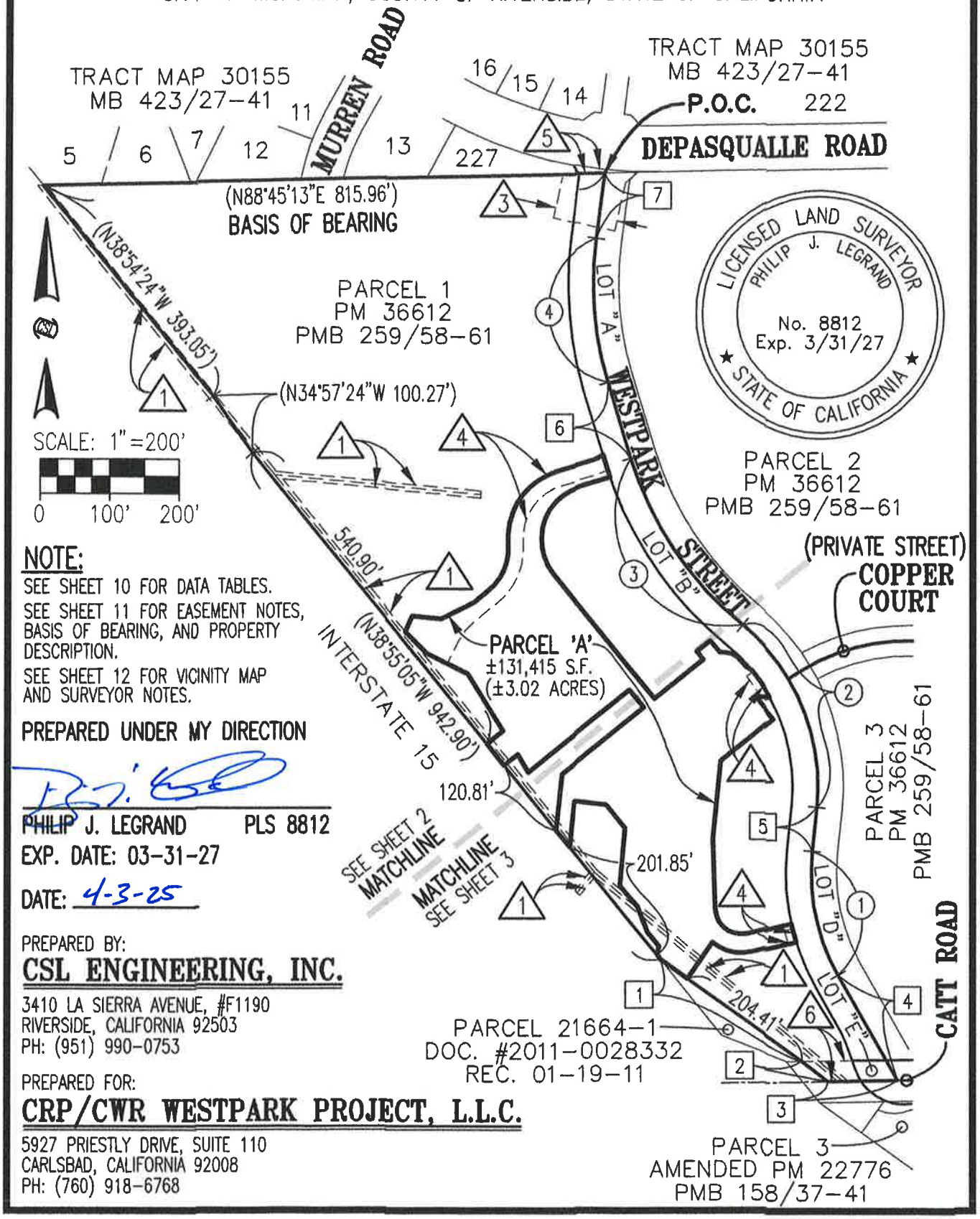
DATE: 4-3-25
EXPIRES: MARCH 31, 2027

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3-31-27
STATE OF CALIFORNIA

EXHIBIT "B"

ACCESS AND DRAINAGE EASEMENT

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOTE:

SEE SHEET 10 FOR DATA TABLES.

SEE SHEET 11 FOR EASEMENT NOTES, BASIS OF BEARING, AND PROPERTY DESCRIPTION.

SEE SHEET 12 FOR VICINITY MAP AND SURVEYOR NOTES.

PREPARED UNDER MY DIRECTION

PHILIP J. LEGRAND PLS 8812

EXP. DATE: 03-31-27

DATE: 4-3-25

PREPARED BY:

CSL ENGINEERING, INC.

3410 LA SIERRA AVENUE, #F1190
RIVERSIDE, CALIFORNIA 92503
PH: (951) 990-0753

PREPARED FOR:

CRP/CWR WESTPARK PROJECT, L.L.C.

5927 PRIESTLY DRIVE, SUITE 110
CARLSBAD, CALIFORNIA 92008
PH: (760) 918-6768

EXHIBIT "B"

ACCESS AND DRAINAGE EASEMENT

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PREPARED UNDER MY DIRECTION

PHILIP J. LEGRAND PLS 8812
EXP. DATE: 03-31-27

DATE: 4-3-25

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3/31/27
STATE OF CALIFORNIA

NOTE:

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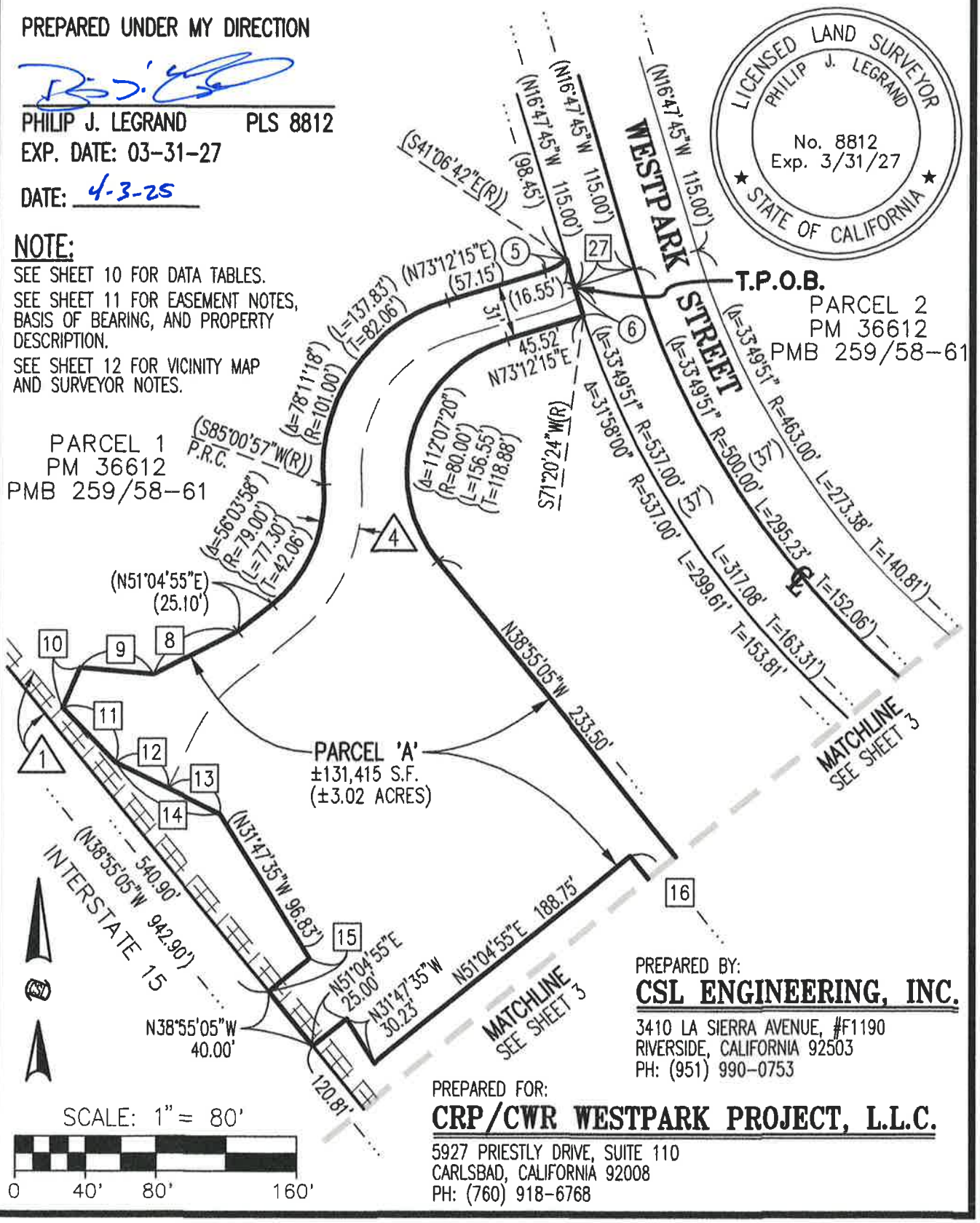

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EXHIBIT "B"

ACCESS AND DRAINAGE EASEMENT

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PREPARED UNDER MY DIRECTION

PHILIP J. LEGRAND PLS 8812

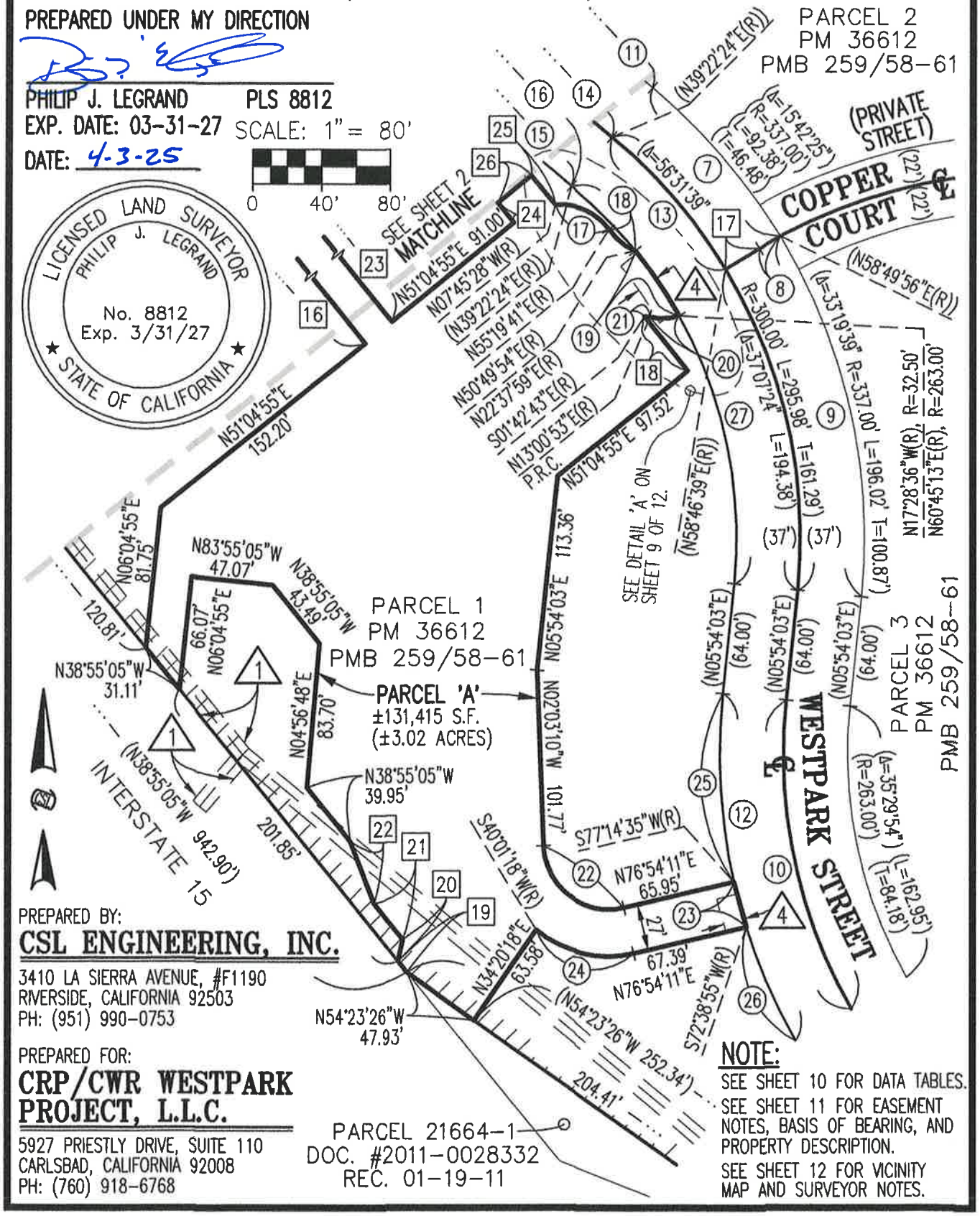
EXP. DATE: 03-31-27

DATE: 4-3-25

SCALE: 1" = 80'

0 40' 80'

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3/31/27
STATE OF CALIFORNIA



PREPARED BY:

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PREPARED FOR:

CRP/CWR WESTPARK PROJECT, L.L.C.

5927 PRIESTLY DRIVE, SUITE 110
CARLSBAD, CALIFORNIA 92008
PH: (760) 918-6768

PARCEL 21664-1
DOC. #2011-0028332
REC. 01-19-11

NOTE:

SEE SHEET 10 FOR DATA TABLES.

SEE SHEET 11 FOR EASEMENT NOTES, BASIS OF BEARING, AND PROPERTY DESCRIPTION.

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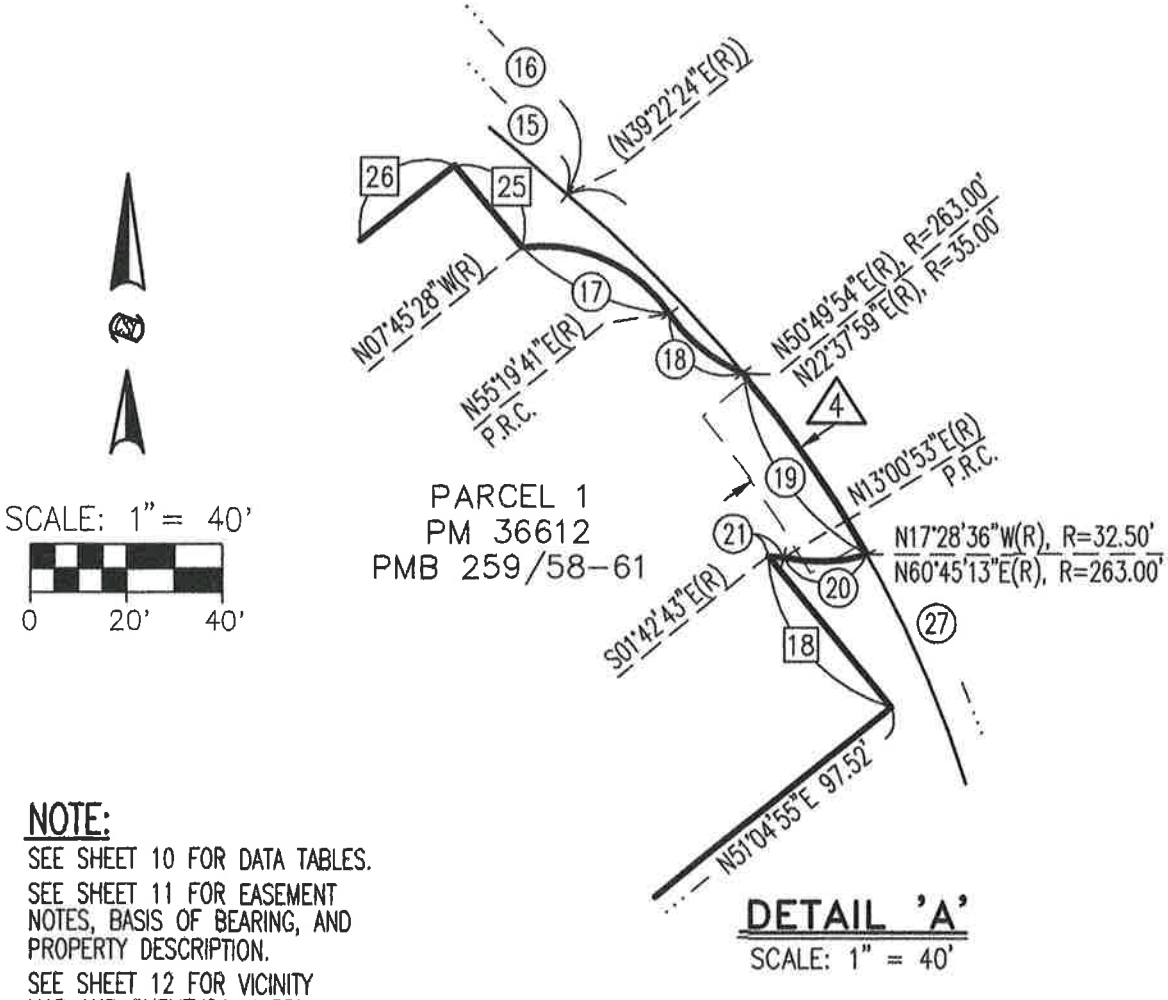
EXHIBIT "B"

ACCESS AND DRAINAGE EASEMENT

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



DETAIL 'A'

SCALE: 1" = 40'

NOTE:

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SEE SHEET 11 FOR EASEMENT NOTES, BASIS OF BEARING, AND PROPERTY DESCRIPTION.

SEE SHEET 12 FOR VICINITY MAP AND SURVEYOR NOTES.

PREPARED UNDER MY DIRECTION

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EXP. DATE: 03-31-27

DATE: 4-3-25

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
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EXHIBIT "B"

ACCESS AND DRAINAGE EASEMENT

CITY OF WILDOMAR,
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

PREPARED UNDER MY DIRECTION

PHILIP J. LEGRAND PLS 8812
EXP. DATE: 03-31-27

DATE: 4-3-25

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3/31/27
STATE OF CALIFORNIA

CURVE DATA

○	DELTA	RADIUS	LENGTH	TANGENT
1	(35°29'54")	(300.00')	(185.87')	(96.03')
2	(56°31'39")	(300.00')	(295.98')	(161.29')
3	(33°49'51")	(500.00')	(295.23')	(152.06')
4	(24°12'32")	(500.00')	(211.26')	(107.23')
5	(24°18'57")	(34.00')	(14.43')	(7.32')
6	01°51'51"	537.00'	17.47'	8.74'
7	(19°27'32")	(337.00')	(114.45')	(57.78')
8	(02°39'04")	(300.00')	(13.88')	(6.94')
9	(37°04'07")	(337.00')	(218.03')	(112.98')
10	(35°29'54")	(300.00')	(185.87')	(96.03')
11	(33°49'51")	(463.00')	(273.38')	(140.81')
12	(35°29'54")	(337.00')	(208.79')	(107.87')
13	(19°24'15")	(300.00')	(101.60')	———
14	(33°49'51")	(500.00')	(295.23')	(152.06')
15	31°58'00"	537.00'	299.61'	153.81'
16	(33°49'51")	(537.00')	(317.08')	(163.31')
17	63°05'09"	32.50'	35.78'	19.95'
18	32°41'42"	35.00'	19.97'	10.27'
19	09°55'19"	263.00'	45.54'	22.83'
20	30°29'29"	32.50'	17.30'	8.86'
21	14°43'37"	12.50'	3.21'	1.62'
22	101°02'39"	38.00'	67.02'	46.13'
23	04°35'40"	337.00'	27.02'	13.52'
24	53°07'07"	65.00'	60.26'	32.49'
25	18°39'28"	337.00'	109.74'	55.36'
26	12°14'46"	337.00'	72.03'	36.15'
27	56°31'39"	263.00'	259.47'	141.40'

TANGENT DATA

□	BEARING	DIST.
1	(N54°23'26"W)	(252.34')
2	(N52°23'32"W)	(47.89')
3	(N88°49'19"E)	(101.48')
4	(N29°35'51"W)	(175.65')
5	(N05°54'03"E)	(64.00')
6	(N16°47'45"W)	(115.00')
7	(N07°24'47"E)	(95.00')
8	(N62°53'03"E)	(54.01')
9	(N84°50'51"W)	(42.06')
10	(N23°09'24"E)	(25.00')
11	(N43°54'19"W)	(43.43')
12	(N63°55'05"W)	(33.50')
13	N63°55'05"W	32.96'
14	N63°55'05"W	66.46'
15	N51°04'55"E	30.00'
16	N38°55'05"W	33.00'
17	(N58°46'39"E)	(23.12')
18	N38°55'05"W	40.46'
19	N38°55'05"W	8.23'
20	N12°21'48"E	12.82'
21	N38°55'05"W	26.72'
22	N20°50'20"W	38.67'
23	N38°55'05"W	233.50'
24	N38°55'05"W	15.00'
25	N38°55'05"W	22.19'
26	N51°04'55"E	25.00'
27	N73°12'15"E	37.00'

PREPARED FOR:
CRP/CWR WESTPARK PROJECT, L.L.C.
5927 PRIESTLY DRIVE, SUITE 110
CARLSBAD, CALIFORNIA 92008
PH: (760) 918-6768

PREPARED BY:
CSL ENGINEERING, INC.
3410 LA SIERRA AVENUE, #F1190
RIVERSIDE, CALIFORNIA 92503
PH: (951) 990-0753

EXHIBIT "B"

ACCESS AND DRAINAGE EASEMENT

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

EASEMENT NOTES:

1. EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 86494, REC. JULY 10, 1974, O.R.

3. AN OFFER OF DEDICATION FOR STORM DRAIN, FLOOD CONTROL, DRAINAGE AND INCIDENTAL PURPOSES TO THE CITY OF WILDOMAR, A MUNICIPAL CORPORATION, PER INSTRUMENT NO. 2007-0170124, RECORDED MARCH 13, 2007, O.R. THE CITY OF WILDOMAR QUITCLAIMED THEIR INTEREST, UNDER SAID DEDICATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY QUITCLAIM DEED RECORDED APRIL 20, 2012 AS INST. NO. 181348, AND MARCH 1, 2012 AS INST. NO. 2012-0093258, O.R.

4. EASEMENT FOR STORM DRAIN CONSTRUCTION AND MAINTENANCE ACCESS PURPOSES IN FAVOR OF THE CITY OF WILDOMAR PER PM 36612, PMB 259/58-61, REC. DECEMBER 18, 2024, O.R.

5. EASEMENT FOR PUBLIC RIGHT-OF-WAY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF WILDOMAR PER INSTRUMENT NO. 2023-0298125, RECORDED OCTOBER 10, 2023, O.R.

6. EASEMENT FOR PUBLIC UTILITY MAINTENANCE AND ACCESS PURPOSES IN FAVOR OF THE CITY OF WILDOMAR PER PM 36612, PMB 259/58-61, REC. DECEMBER 18, 2024, O.R.

BASIS OF BEARING

BEARINGS ARE BASED UPON THE NORTHERLY LINE OF PARCEL MAP 36612 BEING N88°45'13"E PER PARCEL MAP BOOK 259, PAGES 58 THROUGH 61, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PROPERTY DESCRIPTION

A PORTION OF PARCEL 1 OF PARCEL MAP 36612 PER P.M.B. 259, PAGES 58 THROUGH 61, INCLUSIVE, OFFICIAL RECORDS, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE, BUT WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE OF SAID PROPERTY, AS RESERVED BY SIDNEY SNYDER, ET AL., IN DEED RECORDED DECEMBER 19, 1958 IN BOOK 2383, PAGE 250, OFFICIAL RECORDS, RIVERSIDE COUNTY RECORDS.

A NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS PURSUANT TO SECTION 883.230 CALIFORNIA CIVIL CODE WAS RECORDED JANUARY 23, 1985 AS INSTRUMENT NO. 14390, OFFICIAL RECORDS.

PREPARED UNDER MY DIRECTION

PHILIP J. LEGRAND PLS 8812
EXP. DATE: 03-31-27

DATE: 4-3-25

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3/31/27
STATE OF CALIFORNIA

PREPARED FOR:
CRP/CWR WESTPARK PROJECT, L.L.C.
5927 PRIESTLY DRIVE, SUITE 110
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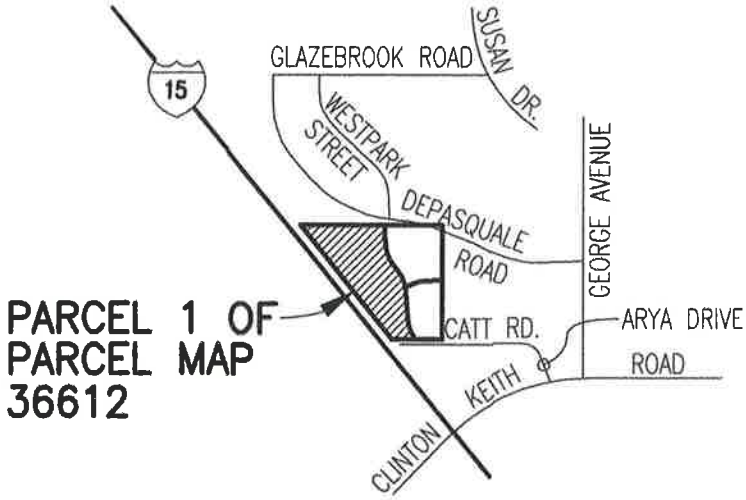
PREPARED BY:
CSL ENGINEERING, INC.
3410 LA SIERRA AVENUE, #F1190
RIVERSIDE, CALIFORNIA 92503
PH: (951) 990-0753

EXHIBIT "B"

ACCESS AND DRAINAGE EASEMENT

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3/31/27
STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

PREPARED UNDER MY DIRECTION

PHILIP J. LEGRAND PLS 8812
EXP. DATE: 03-31-27
DATE: 4-3-25

SURVEYOR'S NOTES

1. ( ) INDICATES RECORD AND CALCULATED DATA PER PARCEL MAP 36612, PMB 259/58-61, O.R.
2. PROPERTY IS SUBJECT TO COMMUNITY FACILITIES DISTRICT CFD 98-2 WILDOMAR-TVP.
3. PROPERTY IS SUBJECT TO COMMUNITY FACILITIES DISTRICT NO. 2022-1.
4. PROPERTY IS SUBJECT TO AN AGREEMENT PER INST. NO. 1987-214102, RECORDED JULY 24, 1987, O.R.
5. PROJECT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF AGREEMENT" PER INST. NO. 2022-0096290, REC. FEBRUARY 25, 2022, O.R.
6. PROJECT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "HOLDING AGREEMENT" PER INST. NO. 2022-0221189, REC. MAY 11, 2022, O.R.
7. PROPERTY IS SUBJECT TO COMMUNITY FACILITIES DISTRICT EVMWD CFD 98-2 FAC 8.
8. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
9. PROJECT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBDIVISION IMPROVEMENT AGREEMENT" PER INST. NO. 2025-0021682, REC. JANUARY 22, 2025, O.R.
10. THE PROPERTY IS LOCATED IN THE FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST.

/////// - INDICATES RESTRICTED ACCESS PER PARCEL MAP 36616, PMB 259/58-61, O.R.

PREPARED FOR:
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CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: September 10, 2025

SUBJECT: Establishment of Community Facilities District No. 2025-2 (Westpark Promenade)

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $17,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

SUMMARY:
Approval of these resolutions, establishes the City's intention to form CFD No. 2025-2 (Westpark Promenade), and to incur bonded indebtedness in an amount not to exceed $17,000,000. It also authorizes the City Manager to sign a Joint Community Facilities District with EVMWD and to enter into a Reimbursement Agreement with the Developer.

BACKGROUND:
CRP/CWR Westpark Project, L.L.C., a Delaware limited liability company (the Developer), owns 12.27 gross acres of property within the City which is proposed to be developed into 191 single family residential homes. Such property is generally located to the east of Westpark Street, north of Catt Road, and south of Depasquale Road, which is situated northeast of the Clinton Keith I-15 Interchange. The Developer has requested that the City form a Community Facilities District (CFD No. 2025-2) to encompass the property in accordance with the Mello-Roos Community Facilities Act of 1982 (the Act), to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is $17,000,000.

DISCUSSION:
The Developer has requested that the boundaries of CFD No. 2025-2 (Westpark Promenade) include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2025-2 (Attachment 1), and that special taxes be levied within the boundaries of the District in accordance with the Rate and Method of Apportionment (RMA) described in Attachment C to the Resolution of Intention. The public improvements eligible to be financed by CFD 2025-2 are described in Attachment B to the Resolution of Intention. The Resolution of Intention is the first step in the process of forming CFD No. 2025-2. The attached Resolutions declare the City's intention to establish CFD No. 2025-2, its intention to incur bonded indebtedness by CFD No. 2025-2, and calls for a public hearing. A public hearing on the matter will take place on October 13, 2025, and at that time the Council will formally consider approval to form CFD No. 2025-2, and hold elections on the approval of the special taxes and the need to incur bonded indebtedness within CFD No. 2025-2.

As part of the formation proceedings, the City proposes to enter into a Joint Community Facilities Agreement (Attachment 4) with Elsinore Valley Municipal Water District (the Water District) and the Developer, relating to certain facilities proposed to be financed by the District and owned and operated by the Water District. The Resolution of Intention includes a provision for the approval of the Water District JCFA. Approval of the Water District JCFA facilitates prepayment of the Developer of an overlapping CFD previously created by the Water District, which prepayment is a prerequisite for completing the formation process of CFD 2025-2 by the City.

The Developer has made a deposit to pay for the costs of the formation proceedings. This deposit may be reimbursed to the Developer once bonds are sold, in accordance with the reimbursement agreement (Attachment 3). If established, and subject to necessary Council and voter approvals, CFD No. 2025-2 will annually levy special taxes on all of the taxable property within the District in accordance with the RMA, attached to the Resolution of Intention. Such Special Taxes will be used to pay for the costs of facilities, debt service on bonds, and administration of CFD No. 2025-2. The RMA provides that the annual Special Tax rates in the first year will range from $3,550 for home sizes less than 1,200 square feet to $4,595 for home sizes greater than 1,600 square feet with rates escalating at 2% per year.

FISCAL IMPACT:
There is no fiscal impact to the City. Costs of formation will be paid by the developer through a prepaid deposit. Any bonds issued by CFD No. 2025-2 are not obligations of the City and will be secured solely by the Special Taxes levied within CFD No. 2025-2.

ATTACHMENTS:
1 RESOLUTION OF INTENTION TO ESTABLISH.docx
2 RESOLUTION OF INTENTION TO INCUR.doc
3 REIMBURSEMENT AGREEMENT.docx
4 JCFA - City of Wildomar - EVMWD.pdf
5 CFD2025_2_Project_Map.pdf

RESOLUTION NO. 2025 - ____

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

WHEREAS, the City of Wildomar (the "City") received a petition signed by the owner of more than ten percent of the land within the boundaries of the territory which is proposed for inclusion in a proposed community facilities district, which petition meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California; and

WHEREAS, the City Council of the City (the "City Council") desires to adopt this resolution of intention as provided in Section 53321 of the Government Code of the State of California to establish a community facilities district consisting of the territory described in Attachment "A" hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as "Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar" ("Community Facilities District No. 2025-2" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act") to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment "B" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"); and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Facilities and the Incidental Expenses for Community Facilities District No. 2025-2; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2025-2 and the issuance of bonded indebtedness in an amount not to exceed $17,000,000 with respect to the Facilities and the Incidental Expenses and the levy of a special tax to pay for the Facilities and the Incidental Expenses (the "Special Tax") and to pay debt service on the bonded indebtedness, provided that the bond sale and such Special Tax levy are approved at an election to be held within the boundaries of Community Facilities District No. 2025-2; and

WHEREAS, the City desires to enter into a reimbursement agreement with CRP/CWR Westpark Project, L.L.C., a Delaware limited liability company (the "Developer"), the form of which is on file with the City Clerk (the "Reimbursement

Agreement"), to provide for the reimbursement of certain amounts advanced by the Developer in connection with the formation of the District; and

WHEREAS, the City proposes to enter into a Joint Community Facilities Agreement with Elsinore Valley Municipal Water District (the "Water District") and the Developer, relating to certain facilities proposed to be financed by the District and owned and operated by the Water District (the "Water District JCFA"), and the form of the Water District JCFA is on file with the City Clerk; and

WHEREAS, the District and the Developer propose to enter into a joint community facilities agreement (the "School District JCFA") with Lake Elsinore Unified School District (the "School District") relating to certain facilities proposed to be financed by the District and owned and operated by the School District, and the District expects to enter into the School District JCFA prior to the approval of the issuance of bonds pursuant to the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as described in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2025-2 which is on file with the City Clerk. The City Clerk is hereby directed to sign the original map of the District and record it with all proper endorsements thereon with the Assessor-County Clerk-Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

SECTION 3. The name of the proposed community facilities district shall be "Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar."

SECTION 4. The Facilities proposed to be provided within Community Facilities District No. 2025-2 are public facilities as defined in the Act, which the City, the Water District, with respect to certain water and sewer facilities, and the School District, with respect to certain school facilities, are authorized by law to construct, acquire, own and operate. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

All or a portion of the Facilities may be purchased with District funds as completed public facilities pursuant to Section 53314.9 or as discrete portions or phases pursuant to Section 53313.51 of the Act and/or constructed with District funds pursuant to Section 53316.2 of the Act. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

SECTION 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses; and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment "C" hereto, (ii) such Special Tax shall not be levied after fiscal year 2070-71 as described in Attachment "C" hereto, and (iii) under no circumstances will the Special Tax levied in any fiscal year against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The Special Tax is based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-2 will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The City Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax with respect to the Special Tax set forth in Attachment "C" to be reasonable. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2025-2 shall become

for any reason exempt, wholly or partially, from the levy of the Special Tax specified on Attachment "C," the City Council shall, on behalf of Community Facilities District No. 2025-2, cause the levy to be increased, subject to the limitation of the maximum Special Tax for a parcel as set forth in Attachment "C," to the extent necessary upon the remaining property within proposed Community Facilities District No. 2025-2 which is not exempt in order to yield the Special Tax revenues required for the purposes described in this Section 5. The obligation to pay the Special Tax may be prepaid only as set forth in Section G of Attachment "C" hereto.

SECTION 6. A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2025-2, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on October 13, 2025, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595. Should the City Council determine to form the District, a special election will be held to authorize the issuance of the bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

SECTION 7. At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the proposed Community Facilities District No. 2025-2 shall be established and as to the method of apportionment of the special tax and shall consider:

(a) if an ad valorem property tax is currently being levied on property within proposed Community Facilities District No. 2025-2 for the exclusive purpose of paying principal of or interest on bonds, lease payments or other indebtedness incurred to finance construction of capital facilities; and

(b) if the capital facilities to be financed and constructed by Community Facilities District No. 2025-2 will provide the same services as were provided by the capital facilities mentioned in subsection (a); and

(c) if the City Council makes the findings specified in subsections (a) and (b) above, it will consider appropriate action to determine whether the total annual amount of ad valorem property tax revenue due from parcels within Community Facilities District No. 2025-2, for purposes of paying principal and interest on the debt identified in subsection (a) above, shall not be increased after the date on which Community Facilities District No. 2025-2 is established, or after a later date determined by the City Council with the concurrence of the legislative body which levied the property tax in question.

SECTION 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-2, may appear and be heard.

SECTION 9. Each City officer who is or will be responsible for providing the Facilities within proposed Community Facilities District No. 2025-2, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-2 and an estimate of the cost of providing those public facilities, including the cost of environmental evaluations of such facilities and an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

SECTION 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-2. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

SECTION 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-2. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

SECTION 12. The reasonably expected maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Seventeen Million Dollars ($17,000,000).

SECTION 13. The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, the Administrative Services Director or their written designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in the form on file with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

SECTION 14. The form of the Water District JCFA is hereby approved. The Mayor, the City Manager, the Administrative Services Director or their written designees are hereby authorized and directed to execute and deliver the Water District JCFA in the form on file

with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

SECTION 15. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

SECTION 16. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of September 10, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

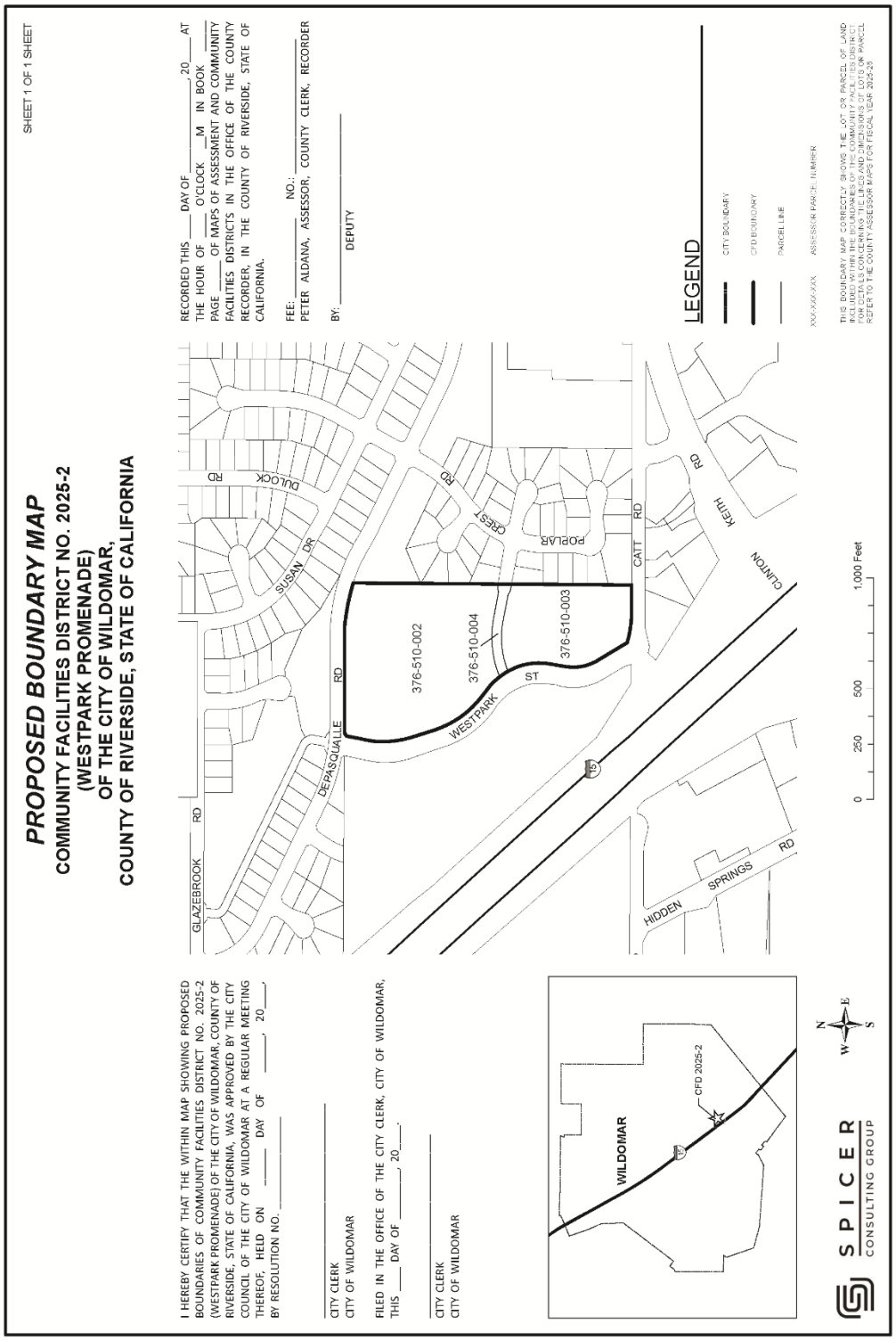
ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BOUNDARY MAP



The property in the District is described as follows:

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

Riverside County Assessor Parcel Nos.: 376-510-002; 376-510-003; and 376-510-004

ATTACHMENT B

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities"), and (iii) interim and permanent school facilities of Lake Elsinore Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities (the "School Facilities" and together, with the City Facilities and the Water Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, “Definitions”, below) shall be applicable to each Assessor’s Parcel of Taxable Property located within the boundaries of the City of Wildomar Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar ("CFD No. 2025-2"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor’s Parcel shall be determined by the City Council of the City of Wildomar, acting in its capacity as the legislative body of CFD No. 2025-2, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Dwelling Unit” means a residential unit of limited size including a smaller second unit that shares an Assessor’s Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

"Acre” or **“Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded parcel map or instrument. The square footage of an Assessor’s Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2025-2: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2025-2 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-2 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2025-2 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements

and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-2 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2025-2 for any other administrative purposes of CFD No. 2025-2, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, (ii) that have an assigned Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) that have not been issued a building permit on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax" means the Special Tax of that name described in Section D below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2025-2 has been pledged.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2025-2"** means Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar established by the City under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

"City" means the City of Wildomar, State of California.

"City Council" means the City Council of the City of Wildomar, acting as the legislative body of CFD No. 2025-2.

"Condominium Plan" means a condominium plan pursuant to California Civil Code, Section 6624.

"County" means the County of Riverside, State of California.

"Developed Property" means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-2 on such Assessor's Parcel.

"Multifamily Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.2.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section G.1.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the CFD Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Taxes.
"Single Family Residential Property" means all Assessor's Parcels of Residential Property other than Multifamily Property.

"Special Tax" or **"Special Taxes"** means any of the special taxes authorized to be levied within CFD No. 2025-2 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall (based on the prior year's delinquency rate) due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2025-2 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-2, which are not Exempt Property.

"Taxable Unit" means either a Residential Unit or an Acre.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

B. SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2025-2026, each Assessor's Parcel within CFD No. 2025-2 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multifamily Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Developed Property Special Tax rates and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

D. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor's Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Multifamily Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

a. Assigned Special Tax

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property or Non-Residential Property shall be subject to an Assigned Special Tax. The Assigned Special Tax for Fiscal Year 2025-2026 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,200 sq. ft	$3,550.00
2. Single Family Residential Property	RU	1,200 sq. ft to 1,300 sq. ft	$3,755.00
3. Single Family Residential Property	RU	1,301 sq. ft to 1,400 sq. ft	$3,840.00
4. Single Family Residential Property	RU	1,401 sq. ft to 1,500 sq. ft	$3,890.00
5. Single Family Residential Property	RU	1,501 sq. ft to 1,600 sq. ft	$4,242.50
6. Single Family Residential Property	RU	Greater than 1,600 sq. ft	$4,595.00
7. Multifamily Property	Acre	N/A	$236,174.00
8. Non-Residential Property	Acre	N/A	$236,174.00

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be $4,217 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or condominium plan contained within the boundaries of CFD No. 2025-2 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or condominium plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or condominium plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or Approved Property in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2025-2.

Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2026, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. <u>Approved Property</u>

The Maximum Special Tax for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be $236,174 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. <u>Undeveloped Property and Provisional Undeveloped Property</u>

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be $236,174 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed

Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii)

Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 3.41 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 3.41 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 3.41 Acres will be classified as Provisional Undeveloped Property, and will be subject to Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

"CFD Facilities" means $11,500,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2025-2, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this RMA.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2025-2.

"Construction Inflation Index" means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

1. Prepayment in Full

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor's Parcels of Developed Property, (ii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property. The Special Tax obligation applicable to an Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation for such Assessor's Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor's Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor's Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Equals:	Prepayment Amount

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.

3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Determine the Future Facilities Costs.

7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").

8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.

11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").

12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such event, the increment above $5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times maximum annual debt service on the Bonds that will remain outstanding after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount

P_E = the Prepayment Amount calculated according to Section G.1
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation
A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2070-2071 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2025-2 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-2 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2025-2 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2025-2 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this RMA and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

RESOLUTION NO. 2025 - ___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $17,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

WHEREAS, the City Council of the City of Wildomar (the "City Council") upon receipt of a petition as provided in Section 53318 of the Government Code of the State of California instituted proceedings to form Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar ("Community Facilities District No. 2025-2" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, pursuant to Resolution No. 2025-__ (the "Resolution of Intention to Establish") adopted by the City Council on the date hereof to finance (1) the purchase, construction, modification, expansion, improvement and/or rehabilitation of public facilities identified in Attachment "A" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities") and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the District (the "Incidental Expenses"); and,

WHEREAS, the City Council estimates that the amount required to finance the Facilities and Incidental Expenses is approximately $17,000,000; and,

WHEREAS, in order to finance the Facilities and Incidental Expenses, the City Council intends to authorize the issuance of bonds in the maximum aggregate principal amount of $17,000,000, the repayment of which is to be secured by special taxes levied in accordance with Section 53328 of the Act on all property in the proposed Community Facilities District No. 2025-2, other than those properties exempted from taxation in the rate and method of apportionment set forth in Attachment "C" to the Resolution of Intention to Establish.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. It is necessary to incur bonded indebtedness within the boundaries of proposed Community Facilities District No. 2025-2 in an amount not to exceed $17,000,000 to finance the costs of the Facilities and Incidental Expenses, as permitted by the Act.

SECTION 3. The indebtedness will be incurred for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

SECTION 4. It is the intent of the City Council to authorize the sale of bonds in one or more series, in the maximum aggregate principal amount of $17,000,000 and at a maximum interest rate not in excess of 12 percent per annum, or a higher rate not in excess of the maximum rate permitted by law at the time that the bonds are issued. The term of the bonds of each series shall be determined pursuant to a resolution of this City Council acting in its capacity as the legislative body of the District authorizing the issuance of the bonds of such series, but such term shall in no event exceed 35 years from the date of issuance of the bonds of such series, or such longer term as is then permitted by law.

SECTION 5. A public hearing (the "Hearing") on the proposed issuance of bonded indebtedness shall be held at 6:00 p.m. or as soon thereafter as practicable, on October 13, 2025, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595.

SECTION 6. At the time and place set forth in this Resolution for the Hearing, any interested persons, including all persons owning land or registered to vote within proposed Community Facilities District No. 2025-2, may appear and be heard.

SECTION 7. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Community Facilities District No. 2025-2. Such publication shall be completed at least seven days prior to the date of the Hearing. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of proposed Community Facilities District No. 2025-2 at least 15 days prior to the Hearing.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of September 10, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities"), and (iii) interim and permanent school facilities of Lake Elsinore Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities (the "School Facilities" and together, with the City Facilities and the Water Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

REIMBURSEMENT AGREEMENT RELATING TO PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

THIS REIMBURSEMENT AGREEMENT RELATING TO PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR (the "Agreement") dated as of September 10, 2025 is entered into by and between the City of Wildomar, a general law city organized and existing under the laws and constitution of the State of California (the "City"), and CRP/CWR WESTPARK PROJECT, L.L.C., a Delaware limited liability company (the "Developer").

R E C I T A L S :

A. The Developer is developing approximately 12.3 acres of land described in Exhibit A attached hereto (the "Property") for which the Developer desires to include within proposed Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq*.) (the "Act").

B. The City and the Developer are desirous of entering into this Agreement in order to provide a mechanism by which the Developer may advance certain costs related to the cost of formation of the District, and to provide that such District, if formed, will reimburse the Developer for the amounts advanced hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

2. Potential Formation of the District and Issuance of Bonds.

(a) At the request of the Developer, the City will undertake to form the District. The City will retain, at the Developer's expense, the necessary consultants to analyze the proposed formation of the District and issuance of bonds, including a special tax consultant, municipal advisor, bond counsel, market absorption consultant, appraiser and other consultants deemed necessary by the City. In addition, City staff time spent in connection with the formation of the District and the issuance of bonds shall be at Developer's expense.

(b) In order to begin the process of analyzing the potential formation of the District, the Developer has advanced to the City a sum totaling $60,000. From time to time, the Developer shall make additional advances to the City within 15 days following receipt from the City of a request for an additional advance to cover the costs of forming the District and/or issuing bonds. In the event the Developer does not deliver the requested amount to the City within such 15-day period, the City will have no obligation to proceed with the analysis or bond issue unless and until such additional advance is received. The Developer shall have the right to notify the City at any time, in writing, of its intention to abandon the formation of the District or

the issuance of bonds. Upon receipt of such notice, the City shall instruct its consultants to cease work as soon as practicable. The Developer shall be responsible to pay all costs and expenses incurred by the City or any City consultant or advisor prior to the date on which the City's consultants are notified of the Developer's notice of abandonment. Notwithstanding a decision of the Developer to abandon the formation of the District or the issuance of bonds, the City may, in its sole discretion, elect to proceed with formation of the District and/or the issuance of bonds with funds other than those of the Developer; provided, however, that, in executing this Agreement, the Developer shall not be deemed to have waived their right to object to the formation of the District or the issuance of bonds.

(c) The City will provide to the Developer on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Developer will be reimbursable to the Developer, without interest, from the proceeds of bonds issued by the District when and if the District is formed. In the event that bonds are not issued to provide a source of reimbursement to the Developer, the City shall have no liability to the Developer to reimburse them for any amounts previously advanced by the Developer and expended by the City in accordance with this Agreement.

3. Reimbursement Procedure. Upon the abandonment of the District formation proceedings, the City shall return any funds which have been advanced by the Developer which are not expended on the purposes set forth in Section 2 above. Such returned funds shall be without interest.

4. Abandonment of CFD Formation Process. The Developer understands that any formation of the District shall be in the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to form the District or to issue any bonds. The City shall have no liability to Developer for its decision not to form the District or issue bonds.

5. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless, jointly and severally, the City and each of its officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or arising out of any acts or omissions taken by the Developer or any of the Developer's officers, employees, contractors and agents with respect to the formation of the District.

6. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

Developer	CRP/CWR WESTPARK PROJECT, L.L.C. 5927 Priestly Drive, Suite 110 Carlsbad, CA 92008 Attention: Carlos Bonilla Telephone: (760) 918-6768
With a copy to:	O'Neil LLP 19800 MacArthur Blvd., Suite 650 Irvine, CA 92612 Attention: John P. Yeager, Esq. Telephone: (949) 798-0722 Email: jyeager@oneil-llp.com

City: City of Wildomar
23873 Clinton Keith Road
Wildomar, California 92595
Attn: Administrative Services Director
Telephone: (951) 677-7751
Email: hschrader@wildomar.gov

With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Brian Forbath, Esq.
Telephone: (949) 725-4193
Email: bforbath@sycr.com

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

7. Assignment. The Developer may assign its interest in this Agreement at any time provided, however, that the Developer shall provide written evidence of any assignment to the City.

8. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

10. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

13. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

15. Termination. This Agreement shall terminate and be of no further force and effect on December 31, 2030 unless expressly amended by the parties or terminated earlier by written notice from the Developer; provided, however, that the Developer's obligations under Section 5 shall survive the termination and the City's obligation to provide reimbursement in accordance with Section 3 for expenses incurred prior to the termination date shall also survive termination.

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

CITY OF WILDOMAR, a political subdivision of the State of California

By: _____
Chris Mann, Interim City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

CRP/CWR WESTPARK PROJECT, L.L.C., a Delaware limited liability company

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Thomas D. Jex

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

Riverside County Assessor Parcel Nos.: 376-510-002; 376-510-003; and 376-510-004

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF WILDOMAR,

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

and

CRP/CWR WESTPARK PROJECT, L.L.C.

RELATING TO

COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE)

OF THE CITY OF WILDOMAR

Dated July 24, 2025

#222615 v6 9239.4

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JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG
CITY OF WILDOMAR,
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
AND
CRP/CWR WESTPARK PROJECT, L.L.C.

(Community Facilities District No. 2025-2 (Westpark Promenade)
of the City of Wildomar)

THIS JOINT COMMUNITY FACILITIES AGREEMENT ("**Agreement**") is made and entered into as of the 24th day of July, 2025, by and among the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, County of Riverside, State of California, a municipal water district ("**EVMWD**"), organized and operating pursuant to the Municipal Water District Law of 1911 of the California Water Code, the CITY OF WILDOMAR, a general law city organized and operating under the laws of the State of California ("**City**"), and CRP/CWR WESTPARK PROJECT, L.L.C., a Delaware limited liability company ("**Developer**"). The parties hereto may be referred to in some instances as a party ("**Party**") or parties ("**Parties**").

RECITALS

A. Developer owns certain real property located within the boundaries of both the City and EVMWD, designated as Tract Map Nos. 36781 and 36782 in the City ("**Property**"). The boundaries of the Property are identified in Exhibit "A", attached hereto and incorporated herein by reference. The Developer has obtained entitlements to develop the Property with approximately 191 single-family attached homes ("**Project**").

B. Development of the Project will require the payment, pursuant to the rules and regulations of EVMWD as amended from time to time ("**EVMWD Rules and Regulations**"), of certain water and sewer service capacity and connection charges ("**EVMWD Costs**"); proceeds of which will be used by EVMWD to construct water and sewer facilities of EVMWD as further described herein ("**EVMWD Facilities**"). Developer may also construct water and sewer facilities of EVMWD, which are eligible to be acquired with CFD Proceeds (defined herein) as further described herein ("**EVMWD Acquisition Facilities**"); the costs of which, together with EVMWD Costs, may be paid from time to time from funds of hereinafter described CFD No. 2025-2 to the extent such funds are made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

C. Pursuant to the request of the Developer, the City is conducting proceedings for the formation of CFD No. 2025-2 pursuant to the provisions of the Act (as defined herein). The Parties herein have acknowledged and agreed that the City shall be solely responsible for the formation and administration of the CFD No. 2025-2 and the costs thereof.

D. In accordance with Sections 53313.5 and 53316.2 of the Act, CFD No. 2025-2 may finance facilities to be owned or operated by EVMWD. It is the intention of the Parties that this Agreement shall constitute a "joint community facilities agreement" ("**JCFA**") within the

meaning of Section 53316.2 of the Act by and among the City, EVMWD, and the Developer pursuant to which CFD No. 2025-2 will be authorized to provide financing for the EVMWD Facilities and the EVMWD Acquisition Facilities. Pursuant to Section 53316.2(b) of the Act, a JCFA may be approved by two (2) or more public agencies prior to the adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, the EVMWD shall be responsible for constructing or otherwise acquiring, maintaining, and operating the EVMWD Facilities and the EVMWD Acquisition Facilities.

E. The provision of the EVMWD Facilities and the EVMWD Acquisition Facilities is necessitated by the Project; and the Parties find and determine that the residents of the City, EVMWD, and CFD No. 2025-2 will be benefited by the financing of the EVMWD Facilities and the EVMWD Acquisition Facilities as set forth herein; and that this Agreement is beneficial to the interests of such residents.

ARTICLE I
GENERAL PROVISIONS

Section 1.1 **Recitals.** The above recitals are true and correct, and are hereby incorporated by this reference.

Section 1.2 **Definitions**

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, *et seq.*

"**Agreement**" means this Joint Communities Facilities Agreement.

"**Bond Resolution**" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, and/or other equivalent document(s) providing for the issuance of the Bonds.

"**Bonds**" shall mean those bonds, or other securities, issued by or on behalf of, as authorized by the qualified electors within CFD No. 2025-2.

"**CFD No. 2025-2**" means Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar.

"**CFD Proceeds**" shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD No. 2025-2, and Special Taxes made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

"**City Council**" means the City Council of the City of Wildomar.

"**EVMWD Acquisition Facilities**" means those sewer and water facilities constructed by the Developer or anticipated to be constructed by the Developer, and eligible to be acquired with CFD Proceeds as described in Exhibit "C" hereto.

"**EVMWD Facilities**" means those public water and sewer facilities necessary to be funded by the EVMWD Costs as generally described in Exhibit "B" and which have not been previously funded with CFD Proceeds.

"**EVMWD Facilities Fund**" means the fund(s) or account(s) into which a portion of the CFD Proceeds may be deposited in accordance with the Bond Resolution for payment of EVMWD Costs applicable to the Property and for acquisition of the EVMWD Acquisition Facilities.

"**Rate and Method**" means the Rate and Method of Apportionment of the Special Tax expected to be authorized for levy and collection pursuant to proceedings undertaken for the formation of CFD No. 2025-2 pursuant to the Act.

"**State**" means the State of California.

"**Special Taxes**" means the special taxes expected to be authorized to be levied and collected pursuant to the final Rate and Method as approved by CFD No. 2025-2.

Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only; and shall be deemed to include the neuter, masculine, or feminine gender as appropriate. Headings of sections herein are solely for convenience of reference, do not constitute a part hereof, and shall not affect the meaning, construction or effect hereof.

All references herein to "Sections" and other subdivisions are to the corresponding Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section or subdivision hereof.

ARTICLE II
FORMATION OF CFD AND ISSUANCE OF BONDS

Section 2.1 **Formation of CFD No. 2025-2.** The City has initiated proceedings pursuant to the Act for the formation of CFD No. 2025-2, the authorization of the Special Taxes within CFD No. 2025-2, and the authorization to issue one or more series of Bonds on behalf of CFD No. 2025-2. Nothing contained herein shall be deemed to limit the discretion of the City in that regard, and the City shall have no liability to EVMWD if CFD No. 2025-2 is not formed or if the Special Taxes and Bonds are not authorized by the qualified electors therein.

Section 2.2 **Issuance and Sale of Bonds.** In the event CFD No. 2025-2 is formed and the Spec**ial Taxes and Bonds are authorized, the City Council (acting as the Legislative Body of CFD No. 2025-2) may (in its sole discretion in accordance with its adopted policies ("CFD Policies")) adopt the Bond Resolution and issue the Bonds.**

Section 2.3 **CFD Proceeds.** Upon completion of the issuance of the Bonds and receipt of the CFD Proceeds, the City shall determine the amount of the CFD Proceeds allocable to finance the EVMWD Costs to be used by EVMWD to construct the EVMWD

Facilities to accommodate development of the Property and the EVMWD Acquisition Facilities in accordance with the CFD Policies. CFD No. 2025-2 may pay the EVMWD Costs applicable to the Property directly to EVMWD, may reimburse EVMWD for the EVMWD Costs paid by EVMWD, may pay the acquisition price of EVMWD Acquisition Facilities, and/or may reimburse the Developer for the EVMWD Costs if paid directly to EVMWD by such Developer or any owner of the Property (as shall be coordinated with EVMWD and the Developer from time to time). EVMWD and/or the Developer shall use the Payment Request Form set forth as Exhibit "D" (which is attached hereto and incorporated herein by this reference) to request payment of funds in the EVMWD Facilities Fund.

Section 2.4 **Responsibility for EVMWD Costs and Facilities**

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the EVMWD Costs and the design, construction, and dedication of the EVMWD Acquisition Facilities constructed by the Developer; and the cost(s) of facilities required by EVMWD to be provided by the Developer to provide water and sewer service to the Project lies with the Developer as set forth in the exhibits hereto. The responsibility for and control of the design, construction, and completion of facilities required to provide water and sewer service to the Project constructed and completed by EVMWD lies with EVMWD.

(b) If the amount derived from CFD Proceeds (including investment earnings thereon, if any) are not sufficient to fund the total cost of the EVMWD Costs or EVMWD Acquisition Facilities for the Project, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Developer and shall not lie with the City, CFD No. 2025-2, or EVMWD.

(c) In addition to the EVMWD Costs referenced above, the Parties acknowledge that EVMWD may require the Developer (pursuant to the EVMWD Rules and Regulations) to design, construct, and dedicate certain facilities to EVMWD (including, without limitation, the EVMWD Acquisition Facilities) as a condition to providing water and sewer service to the Project. The Parties hereto agree and acknowledge that all responsibility and obligation for the design, construction, and dedication of such facilities to EVMWD (in accordance with all applicable statutes and the EVMWD Rules and Regulations) shall be and remain the responsibility of the Developer.

(d) EVMWD and the Developer acknowledge that the Developer intends to construct the EVMWD Acquisition Facilities. In order to ensure that the EVMWD Acquisition Facilities are eligible for CFD financing:

1. The EVMWD Acquisition Facilities must be constructed as if under the supervision or direction of EVMWD. EVMWD shall supervise and direct the work pursuant to the Public Works Provisions set forth in Exhibit "E", attached hereto and incorporated herein by reference ("**Public Works Provisions**").

2. The acquisition purchase price for the EVMWD Acquisition Facilities will be equal the actual cost of construction of the EVMWD Acquisition Facilities, notwithstanding any estimates in this Agreement.

3. The Developer will be constructing the EVMWD Acquisition Facilities prior to the availability of CFD Proceeds that may be used to pay for such EVMWD Acquisition Facilities. Prior to the availability of CFD Proceeds, EVMWD will inspect the EVMWD Acquisition Facilities, approve the construction of the EVMWD Acquisition Facilities, and sign off on payment requests for costs incurred by the Developer upon satisfactory completion of the EVMWD Acquisition Facilities. The Developer may convey the EVMWD Acquisition Facilities to EVMWD, and EVMWD may accept the EVMWD Acquisition Facilities in accordance with this Agreement, when there are insufficient CFD Proceeds to pay the purchase price of such EVMWD Acquisition Facilities. EVMWD will defer the payment of any approved payment requests for the construction costs of the EVMWD Acquisition Facilities until there are sufficient CFD Proceeds available to pay the purchase price of the EVMWD Acquisition Facilities, at which time EVMWD will make the payments but only out of the CFD Proceeds made available to EVMWD for such purpose. If the CFD Proceeds are not sufficient or made available to finance all or any part of the purchase price of the EVMWD Acquisition Facilities, for whatever reason, EVMWD will not be responsible for paying the purchase price of the EVMWD Acquisition Facilities to the Developer. At all times, the Developer will be constructing such EVMWD Acquisition Facilities with the expectation that the purchase price for the EVMWD Acquisition Facilities will be paid from the CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price. The Developer's conveyance of the EVMWD Acquisition Facilities to EVMWD pursuant to this Agreement prior to receipt of all or any part of the purchase price shall not be construed as a dedication or gift, or a waiver of the payment of all or any part of the purchase price for the EVMWD Acquisition Facilities.

4. Notwithstanding any language in this Agreement to the contrary, the Developer will pay the costs of the EVMWD Acquisition Facilities using its own funds, but with the expectation that the EVMWD Acquisition Facilities will be acquired by EVMWD using CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price.

(e) EVMWD agrees to utilize or apply funds provided to it, as set forth herein, for the EVMWD Costs and/or EVMWD Acquisition Facilities.

(f) EVMWD expressly acknowledges that the Bonds may be subject to Federal tax requirements applicable to the tax-exempt securities. Prior to the pricing of any series of Bonds, the City shall consult with EVMWD to determine that (a) EVMWD Facilities financed hereunder have not been previously financed with the proceeds of other tax-exempt securities or bonds; and (b) in processing the disbursements of CFD Proceeds with respect to EVMWD Costs and/or EVMWD Acquisition Facilities, it is able to comply with all legal requirements for the expenditure of CFD Proceeds under the Act and the Internal Revenue Code of 1986 (and any amendments thereto). EVMWD agrees to promptly provide written notice to the City of any such financing of EVMWD Facilities financed hereunder until the issuance of the Bonds.

If, following consultation with the City EVMWD determines it is able to comply with the provisions of the Internal Revenue Code of 1986 and Bonds are issued on a tax-exempt basis, EVMWD, as a condition to receiving any CFD Proceeds, shall provide to CFD No. 2025-2, a certificate to the effect that EVMWD agrees to comply with the provisions of the tax certificate delivered by CFD No. 2025-2 in

connection with the Bonds, and such other matters as CFD No. 2025-2 may reasonably request upon which CFD No. 2025-2; and its bond counsel may rely in connection with the issuance of such Bonds and their conclusion that interest on such Bonds is not included in gross income for federal income tax purposes.

Section 2.5 **Responsibility for Debt Service or Special Taxes.** EVMWD's obligations under this Agreement shall be limited to its obligations with respect to the design, construction, ownership, operation, and maintenance of the EVMWD Facilities to be funded by the EVMWD Costs; and EVMWD shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds (or the payment of the principal and interest thereon, or for the levy of the Special Taxes to provide for the payment of principal and interest thereon), and CFD No. 2025-2 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2025-2 (including liabilities, if any, of CFD No. 2025-2, and pursuant to the documents providing for the issuance of Bonds including the Bond Resolution) shall not be or become liabilities of EVMWD.

Section 2.6 **Administration of CFD No. 2025-2.** The City shall have the power and duty to provide for the administration of CFD No. 2025-2; and once it is formed, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by the Parties hereto that EVMWD will not be considered a participant in the proceedings relative to formation of CFD No. 2025-2 or the issuance of the Bonds, other than as a Party to this Agreement.

ARTICLE III
TERM AND TERMINATION

Section 3.1 **Effective Date.** This Agreement shall become effective and of full force and effect as of the date ("Effective Date") that both of the following occur: (1) this Agreement is approved and executed by the last of EVMWD, the Developer, and the City (to be confirmed upon execution of this Agreement by the authorized representatives of the Parties); and (2) CFD No. 2025-2 has been formed, as evidenced by the recordation of a Notice of Special Tax Lien against the Property.

Section 3.2 **Termination.** If the City is unable to complete the sale of the Bonds prior to January 1, 2045, this Agreement shall thereafter automatically terminate and be of no further force or effect.

ARTICLE IV
ADDITIONAL GENERAL PROVISIONS

Section 4.1 **Recordkeeping: Inspection of Records.** Each Party hereto agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, paid to EVMWD for the EVMWD Facilities as to the respective portions of the Property and amounts expended from the EVMWD Facilities Account. Each Party further agrees to make such records available to the other Party hereto during normal business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies.

Section 4.2 **Partial Invalidity.** If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, and any such non-consented assignment shall be void. Such assignee shall (as a condition to taking an assignment of such rights) enter into an assignment and assumption agreement with the City, EVMWD, and the Developer in a form reasonably acceptable to the City, EVMWD; and the Developer (whereby such rights assigned are specified and such assignee agrees, except as may be otherwise specifically provided therein) to assume the obligations of the Developer pursuant to this Agreement and to be bound thereby. This Agreement is for the sole benefit of the City, EVMWD, and the Developer (and their successors and assigns); and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 4.4 **Indemnification.** The City shall assume the defense of, indemnify, and save harmless EVMWD (its officers, employees, and agents; and each and every one of them) from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from any act or omission of the City with respect to this Agreement and the issuance of the Bonds. No provision of this Agreement shall in any way limit the extent of the City's responsibility for payment of damages resulting from the operations of the City and its contractors; provided, however, that the City shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. EVMWD shall assume the defense of, indemnify, and save harmless the City (its officers, employees, and agents; and each and every one of them) from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from any act or omission of EVMWD with respect to this Agreement and the design, engineering, and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of EVMWD's responsibility for payment of damages resulting from the operations of EVMWD and its contractors; provided, however, that EVMWD shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. The Developer shall assume the defense of, indemnify, and save harmless EVMWD and the City (each of their officers, employees, and agents; and each and every one of them) from and against all actions, damages, claims, losses, or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from any act or omission of the Developer with respect to this Agreement and the design, engineering, and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of the Developer's responsibility for payment of damages resulting from the operations and/or development of the Property and its contractors; provided, however, that the Developer shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

Section 4.5 **Notice.** Any notice, payment, or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

City:	City of Wildomar 23873 Clinton Keith Road Wildomar, CA 92595 Attention: City Manager
EVMWD:	Elsinore Valley Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530 Attention: General Manager
Developer:	c/o Cal West 5927 Priestly Drive, Suite 110 Carlsbad, CA 92008 Attention: Carlos Bonilla, Project Manager Land Development & Forward Planning

Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other parties within ten (10) calendar days prior to such change.

Section 4.6 **Captions.** The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.7 **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Riverside, California; and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

Section 4.8 **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein; and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.9 **Amendments.** This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.10 **Waiver.** The failure of any Party hereto to insist on compliance within any of the terms, covenants, or conditions of this Agreement by any other Party hereto shall not be deemed a waiver of such terms, covenants, or conditions of this Agreement by such other Party;

nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.11 **Cooperation and Execution of Documents.** The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.12 **Attorneys' Fees.** In the event of the bringing of any action or suit by any Party against another Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Parties all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.13 **No Third Party Beneficiaries.** No person or entity other than the CFD No. 2025-2 when and if formed shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than EVMWD, the City, CFD No. 2025-2, and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 4.14 **Exhibits.** The following exhibits attached hereto are incorporated into this Agreement by reference.

Exhibit	Description
"A"	Property Description
"B"	Water and Sewer Facilities Descriptions
"C"	EVMWD Acquisition Facilities Description
"D"	Payment Request Form – Water/Sewer Facilities
"E"	Public Works Provisions

Section 4.15 **Signatories.** The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

Section 4.16 **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 4.17 **Prepayment of EVMWD CFD No. 98-2 Special Tax Lien**. The Property is within Zone B of Elsinore Valley Municipal Water District CFD No. 98-2 ("**CFD No. 98-2**"). Developer has prepaid for the 191 dwelling units expected to be constructed within the Property and EVMWD will record a Notice of Cessation of such special taxes with respect to the CFD No. 98-2 Public Facilities Special Taxes relating to the Property upon the execution and delivery of this Agreement. As a result of such prepayment, the Property shall not be subject to the CFD No. 98-2 Public Facilities Special Taxes. The Property has paid, and remains subject to, the CFD No. 98-2 Temescal Valley Project Component of the Special Taxes. So long as the Property continues to pay the levy for the CFD 98-2 Temescal Valley Project Component of the Special Taxes through the term of the CFD 98-2 Temescal Valley Project Component of the Special Taxes, then the Property shall receive a fee credit for the Temescal Valley Project Component of the connection

fees of EVMWD for 191 dwelling units. Any dwelling units exceeding 191, shall be subject to the full amount of all EVMWD connection fees, including the Temescal Valley Project Component of the EVMWD connection fees .

[Remainder of this page is blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their signature below.

EVMWD: ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: Greg Thomas

Title: General Manager

Date Signed: 7/24/25

DEVELOPER: CRP/CWR WESTPARK PROJECT, L.L.C.,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

[Joint Community Facilities Agreement Signature Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their signature below.

EVMWD: ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____

Name: Greg Thomas

Title: General Manager

Date Signed:_____

DEVELOPER: CRP/CWR WESTPARK PROJECT, L.L.C.,
a Delaware limited liability company

By: Matthew Thorne

Name: MATTHEW THORNE

Title: COO

Date Signed: 07/29/2025

[Joint Community Facilities Agreement Signature Page]

City: CITY OF WILDOMAR

By:_____

Name:_____

Date Signed:_____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Joint Community Facilities Agreement Signature Page]

EXHIBIT "A"

PROPERTY DESCRIPTION

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

Assessor Parcel Numbers:

376-510-002

376-510-003

376-510-004

EXHIBIT "B"

WATER AND SEWER FACILITIES DESCRIPTION

1. Water source, storage, transmission facilities financed through EVMWD water connection and capacity fees and charges, including, but not limited to, water transmission lines, water reservoirs and related and appurtenant facilities. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

2. Sewer treatment, transmission and reclamation facilities financed through EVMWD sewer fees. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

EXHIBIT "C"

EVMWD ACQUISITION FACILITIES DESCRIPTION

Description of Acquisition Facilities:

1. Water Main Improvements – Westpark Street *

2. Sewer Main Improvements – Westpark Street *

*The facilities listed above are preliminary in nature. The final description, scope, cost and location will be determined upon the preparation of final plans.

EXHIBIT "D"

PAYMENT REQUEST FORM - WATER/SEWER FACILITIES

Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar is hereby requested to pay from the EVMWD Facilities Fund to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the water/sewer Project Costs described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the water/sewer Project Costs described below and has not formed the basis of any prior request for payment.

Payee: _____

Address: _____

_____

Amount: $_____

Project Costs Description:
(Include identification of lots or APN's where request is made for fees)

REQUESTING PARTY (check box)

[ ] **ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

[ ] _____
(Name of requesting party - please print)

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "E"

PUBLIC WORKS PROVISIONS

In order to ensure that the EVMWD Acquisition Facilities will be constructed as if it had been constructed under the direction and supervision, or under the authority of, EVMWD, so that they may be acquired pursuant to California Government Code Section 53313.5 or so that the value or cost, whichever is less, of portions thereof constituting work in-kind may be reimbursed pursuant to California Government Code Section 53314.9, for the EVMWD Acquisition Facilities, the Developer shall comply with all of the following requirements or shall cause such requirements to be complied with:

(a) The Developer shall solicit and receive at least three independent bids; provided, however, the Developer may proceed with fewer than three bids if three bids were not reasonably available at the time of the bid.

(b) Bids shall be submitted to the Developer either via hard copy or email.

(c) The contract for the construction of the EVMWD Acquisition Facilities shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of the EVMWD Acquisition Facilities or, if the Developer elects to perform the work pursuant to Section 53329.5 of the Act, the Developer shall perform the work at the prices specified in the bid of the lowest responsible bidder. If EVMWD reasonably disapproves any such contractor, the Developer will select the next lowest responsible bidder from the competitive bids received who is acceptable to the Developer and EVMWD.

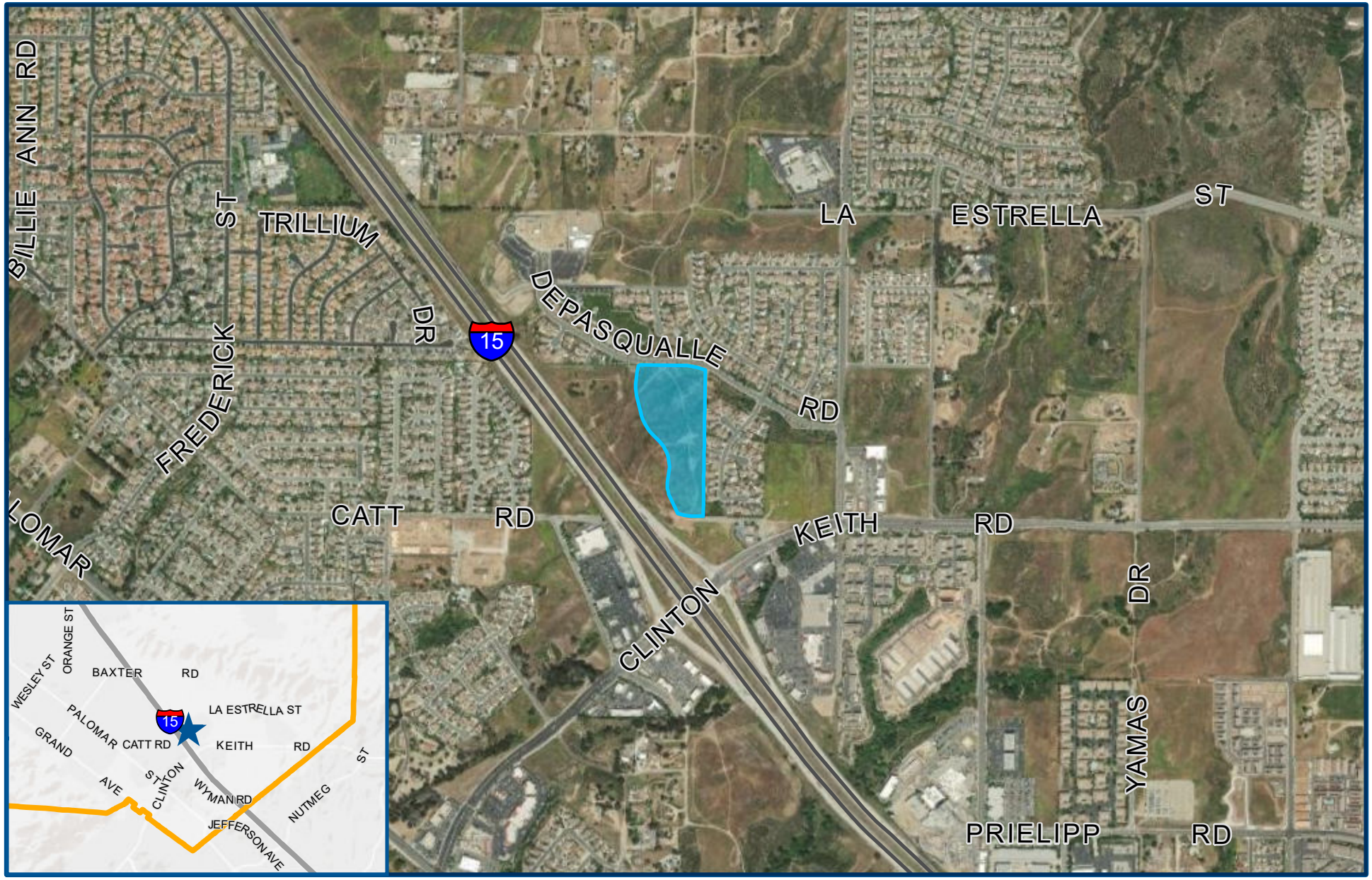
(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors engaged to perform work on the EVMWD Acquisition Facilities to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code.

(e) The Developer and all such contractors shall comply with such other requirements relating to the construction of the EVMWD Acquisition Facilities as EVMWD may impose by written notification delivered to the Developer and each such contractor, to the extent required as a result of changes in applicable State or federal laws or the ordinances and policies of EVMWD.

(f) The Developer shall provide proof to EVMWD, at such intervals and in such form as EVMWD may require, that the foregoing requirements have been satisfied as to all of the EVMWD Acquisition Facilities.

PROJECT MAP

COMMUNITY FACILITIES DISTRICT NO. 2025-2
(WESTPARK PROMENADE)



SPICER CONSULTING GROUP

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: September 10, 2025

SUBJECT: Sole Source for Master License Agreement with Symbium for software to comply with Senate Bill (SB) 379

SUBMITTED BY: Scott Burns, Chief Building Official

PREPARED BY: Scott Burns, Chief Building Official

ACTION:
Approve the sole source and authorize the Interim City Manager to execute a Master License Agreement with Symbium.

SUMMARY:
Entering into a Master License Agreement with Symbium will allow the City to become compliant with SB 379, which requires Cities and Counties to provide an automated online review permitting platform. This agreement enables the city to streamline its solar permitting processes, and provides for possible future expansion of streamline, automated online permitting for other permit types.

BACKGROUND:
Senate Bill 379 (SB 379), signed into law in 2022, mandates that local jurisdictions implement an online, automated permitting platform for residential solar energy systems as of September 30, 2024. This requirement supports the state's goal to expand access to clean energy while streamlining permitting processes and reducing barriers for homeowners and contractors.

Staff has conducted research into multiple permitting solutions, including SolarAPP+ (Solar Automated Permit Processing) and Symbium, both recognized by the California Energy Commission as compliant systems.

DISCUSSION:
Following the City's initial evaluation of available automated solar permitting solutions, staff identified limitations in flexibility, system integration, and long-term scalability within the first platform reviewed. As part of the continued research, the Chief Building Official, along with the Interim Community Development Director, participated in a meeting with representatives from Symbium to further assess its capabilities.

Symbium demonstrated clear advantages, including full compliance with Senate Bill 379, which mandates online solar permitting. The platform is cloud-based, user-friendly, and designed to simplify the application process for both applicants and city staff. It includes integrated plan review and code compliance verification features. In addition to solar permitting, Symbium offers code compliance reviews for other permit types for energy storage systems, main service panels, EV charging, Reroofs, and HVAC, and is actively developing modules to streamline and accelerate reviews of other permit categories that can be

implemented by the city in the future.

Importantly, the platform is offered at no cost to the City, including implementation, ongoing maintenance, and system use. Feedback from peer jurisdictions currently using the platform has been overwhelmingly positive, citing improved efficiency and user experience. The Symbium platform provides a comprehensive solution by offering customizable workflows that align with Wildomar's submittal and review procedures, the ability to upload solar plans for approval and inspector access, and greater efficiency in the permitting process. Most importantly, it ensures the City's full compliance with SB 379. Because of the unique capabilities of this software and the lack of comparable alternatives, the staff recommends approval of a sole-source agreement with Symbium.

FISCAL IMPACT:
There is no detrimental fiscal impact to the City. Symbium is provided at no cost to participating jurisdictions under state-funded initiatives promoting streamlined permitting. Symbium's user fee is paid directly by the applicants, and this fee was determined to be fair and reasonable based on a comparison with SolarApp+ user fee, which is $35.00, while Symbium's service fee is $25.00.

Using Symbium software may have a positive impact on the City's fiscal resources by reducing the need for staff or consultants to review plans for code compliance. There are significant costs associated with manually reviewing solar plans for code compliance. Additionally, using Symbium's platform will prevent potential costs related to non-compliance, such as legal issues or loss of funding opportunities from the state.

ATTACHMENTS:
Symbium Master Licensing Agreement Wildomar Clean 9.4.2025.docx
Symbium Sole Source Agreement 8_12_25.pdf

SYMBIUM MASTER LICENSING AGREEMENT

This Master Licensing Agreement (the "Agreement") is by and between Symbium Corp., with business offices located at 912 Cole St., #375 San Francisco, CA 94117, ("Symbium"), and the City of Wildomar, with business offices located at 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595 (the "Licensee"). This Agreement shall be effective on the last signature date provided on the signature block hereto ("Effective Date"). Each of Symbium and Licensee is a "Party" and together they are the "Parties".

WHEREAS, Symbium has developed and maintains a range of cloud-based software-as-a-service ("SaaS") solutions to streamline certain planning, zoning, building, permitting, or other government-facing and constituent-facing processes. Symbium provides Services under the trade names identified in an applicable Order, attached hereto.

WHEREAS, Symbium agrees to provide Services to Licensee pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In addition to the capitalized terms defined throughout this Agreement, the following terms when used herein shall have the respective meanings assigned to them below:

1.1. **"Affiliate"**, with respect to either Party, shall mean any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company, or group, that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. Any references to Licensee herein shall also include reference to Licensee Affiliates.

1.2. **"API"** shall mean application programming interface, which shall enable Symbium to either read from and/or write into a third-party application.

1.3. **"End-User"** shall mean any individual who is authorized to use the Services, including permit applicants. City staff and consultants may use the Services and are "City Users".

1.4. **"Licensee Data"** shall mean any data, excluding Symbium Data, that is collected, used, maintained, processed, stored, or generated exclusively by or on behalf of Licensee.

1.5. "**Applicant Data"** includes personal information of permit applicants including name, mailing address, telephone number, email address, contractor license details, proof of insurance, and job title.

1.6. **"Licensee Services"** shall mean Licensee's open data services, GIS services, and APIs with which the Solutions communicate in order to correctly perform the intended functionality.

1.7. **"Order"** shall mean either: (i) any specific sales quotations or orders as agreed to in writing and signed by the Parties from time to time; or (ii) as set forth in the applicable Symbium payment summary screen. Each Order is hereby incorporated by reference into this Agreement as Exhibit "A" and shall be numbered sequentially as Exhibit A-1; A-2; A-3 and so on, and Orders shall be numbered sequentially as Order No. WILDOMAR-001, WILDOMAR-002, WILDOMAR-003 and so on. If there are any inconsistencies or conflicts between this Agreement and an Order, the inconsistent or conflicting terms of the Order shall govern. Any services not included in the attached Order, Exhibit A-1, may be subject to a new RFP and/or require a new agreement.

1.8. **"Professional Services"** shall mean any live support, consulting, training, or development services or other services as specifically described and priced in the Order.

1.9. **"Service Description"** shall mean any description of Symbium's Services that are advertised on Symbium's Site or in the applicable Order, Symbium's knowledge base, applicable operator and user manuals or guides, designs, technical reference manuals, flow diagrams, file descriptions, Service descriptions found on the Symbium site, and any other written materials pertaining to the use of the Solutions.

1.10. **"Services"** shall mean the Solutions and the Site, which are provided to Licensee by Symbium pursuant to the terms of this Agreement.

1.11. **"Site"** shall mean the Symbium website, located at www.symbium.com.

1.12. **"Solutions"** shall mean the cloud-based SaaS web applications, which are identified in the Order, along with all associated updates.

1.13. **"Solution Updates"** shall mean any Solution-specific version updates that are deployed to ensure the functionality of the Solutions in accordance with the Services Descriptions. Solution Updates shall exclude additional or new Solutions, even if such additional or new Solutions contain similar functionality as other Solutions.

1.14. **"Support"** shall mean the email support services provided by Symbium to Licensee during the Term.

1.15. **"Symbium Data"** shall mean any electronic data and publicly accessible or available data and shall include all computable laws and regulations that are embedded in the Solutions but shall exclude Licensee Data.

1.16. **"Symbium Integrations"** shall mean any additional SaaS solutions that Symbium develops and deploys, which may be integrated into or linked from the Solutions.

1.17. **"Third-Party Services"** shall mean any third-party products or services, including but not limited to, software or materials incorporated into or provided as part of the Solutions or software that Symbium integrates into via an available API.

1.18. **"Transaction Services"** shall mean the public-facing permit or plan compliance check and incentives Services offered by Symbium.

2. SERVICES

2.1. Orders. Symbium shall provide the Services in accordance with the Order.

2.2. Changes. No change to the Order shall be implemented unless it has been approved in writing signed by an authorized representative of each Party (each, a "Change Order Amendment"). Upon Licensee's and Symbium's execution of the Change Order Amendment, the Change Order Amendment shall be incorporated into and become part of the Order.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, Symbium hereby grants Licensee a nonexclusive, nontransferable, worldwide license ("License") during the Term to access and use the Solutions. Symbium reserves all rights not expressly granted to Licensee. The License granted to Licensee pursuant to this Agreement will permit use of the Solutions that are set forth in the Order. Any Licensee Affiliate may also add additional Services under this Agreement via a new Order. LICENSEE SHALL BE RESPONSIBLE FOR THE FAILURE OF ANY LICENSEE AFFILIATE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

3.2. Usage Restrictions. Except as permitted by this Agreement, the Solutions may not be decompiled, reverse engineered, disassembled, transferred, distributed in an unauthorized manner, resold, sublicensed, or used to create any derivative works. Licensees may not use any software (including network monitoring or discovery software) to determine the Site's or Service's architecture, or extract information about usage or individual identities of users. Licensee may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Services or any parts thereof. Except as expressly permitted in this Agreement, Licensee may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Services in any way; (ii) modify or make derivative works based upon the Services; (iii) "frame" or "mirror" any Solutions on any other server or wireless or Internet-based device. Licensee may use the Solutions only for its intended purposes and shall not: (i) send spam or otherwise excessive, duplicative messages; (ii) send, store, or transmit any infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or material in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) attempt to gain unauthorized access to the Services or its related systems or networks; or (vi) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit.

3.3. Third-Party Services. In the event that Symbium agrees to certain integrations to Third-Party Services, Licensee shall secure the necessary permissions, when applicable, for Symbium to perform its mutually agreed-upon tasks. Symbium is not responsible for any modification, loss, usage, disclosure, transmission, or deletion of any Licensee Data resulting from its access to a Third-Party Service or any outputs generated by the Solutions for uploading into Third-Party Services. Licensee shall be responsible for all third-party costs resulting from its requested integrations with any Third-Party Service. In the event that Licensee wishes to use a Symbium-developed API, Symbium cannot warrant or guarantee that a Third-Party Service will continue to make access available to Symbium via such API.

4. PROFESSIONAL SERVICES

4.1. Professional Services. Only if professional services are included in an Order form does the following apply: As mutually agreed by the Parties in a signed Order, and in conjunction with the Services, Symbium may perform certain Professional Services, which may include certain implementation, training, or other expert services. Such Professional Services shall be provided for a separate fee, which will be specified in an applicable Order in accordance with the terms and conditions of this Agreement. Such Professional Services shall be provided in a manner that is consistent with applicable industry standards, and if such standards are not met (with a reasonable opportunity to cure following written notice from Licensee), Licensee's sole remedy shall be the re-performance of such Professional Services. For the avoidance of doubt, Licensee shall not be liable for any Professional Services unless there is a signed Order relating to the same.

5. SUPPORT

5.1 Support. Symbium will provide Support during the Term of this Agreement as set forth in the Order. Any Support requests should be directed to the following: support@symbium.com or outlined in the Order.

6. LICENSEE OBLIGATIONS FOR CONFIGURED OR IMPLEMENTED SERVICES

Where Symbium is configuring or implementing Services for Licensee, the following shall apply:

6.1. Designation of Licensee Project Manager. Licensee shall designate a project manager who shall be accessible by email throughout the Term of the Agreement and shall provide reasonably prompt responses to Symbium's requests and communications.

6.2. Testing Period and Feedback. Licensee will be provided with an opportunity to provide feedback and request functional changes to the Solutions prior to public launch. Symbium shall also perform any requested bug fixes during this period and on an ongoing basis.

6.3. Hosting Link to Solutions. Upon the public launch of any public-facing Solutions that are configured or implemented for Licensee, Licensee shall place a prominent link and dedicated landing page to such Solutions on its public-facing website at the location where End-Users would normally visit for information on related services. This link and landing page shall be maintained by Licensee during the Term of the Agreement with support from Symbium.

6.4. Notification of Changes. Where Solutions are configured using laws or regulations provided by Licensee, Licensee shall cooperate with Symbium to help identify the publicly accessible online publications of those regulations and Symbium shall then establish a protocol to ensure timely notifications of changes to the regulations underlying the applicable Solutions and the data provided by the applicable Third-Party Services. In the absence of publicly accessible regulations that are published online, Licensee shall notify Symbium in writing (email is sufficient) of such changes.

7. PROPRIETARY RIGHTS

7.1. Symbium Properties. The Services and any underlying platform technology ("Symbium IP") are owned or licensed by Symbium and protected by U.S. and international copyright, trademark, service mark, trade secret, patent and/or other proprietary rights and laws. All Solutions shall be hosted on Symbium's designated servers at all times and Symbium will retain control over all user experience or user interface design of Solutions. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring to Licensee any license or right under copyright or other intellectual property right law. No part of the Symbium IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in this Agreement. Licensee shall not take any action that shall interfere with or diminish Symbium's

right in any of the Symbium IP. Symbium shall retain ownership and title of any Solutions that it creates, even if created on a custom basis for Licensee.

7.2. Licensee Data and Symbium Data. With regard to Applicant Data input by Applicants into Services, Symbium shall be responsible for providing any required notice, obtaining any required consent, and responding to any applicant requests regarding their "personal information" as defined by Symbium's Privacy Policy. Licensee shall obtain all prior consents, internally or from relevant third parties, prior to uploading and using any Licensee Data to the Solutions. Licensee grants to Symbium a non-exclusive, royalty-free, worldwide license during the Term to access and use the Licensee Data solely for the purpose of delivering the Services. Symbium's right to use Symbium Data, Licensee Data, and Applicant Data shall be governed by its own policies, including its Privacy Policy, available at https://symbium.com/privacy ("Privacy Policy"). If Symbium updates its Privacy Policy for reasons other than compliance with updates to privacy laws that apply to it or updates to the date or contact information in the privacy policy, Licensee shall have the right to terminate for breach. In all events, Symbium shall give advance written notice to Licensee of updates to its Privacy Policy.

7.3. Symbium Integrations. Nothing shall prevent Symbium from developing and deploying Symbium Integrations, which Symbium may do at any time in its sole discretion. Symbium Integrations shall not diminish or degrade the functionality of the Solutions in the Order at any time.

7.4. License to Use Feedback. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Services any feedback, suggestions, requests, or recommendations relating to the Services.

7.5. Usage Data. Licensee grants to Symbium an irrevocable, royalty-free, worldwide license to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous and deidentified such that it cannot be re-identified usage data acquired from Licensee's account and use of the Solutions.

7.6. References to Licensee / Press Release. Upon execution of this Agreement, Symbium may make references to Licensee and Licensee's URL and may use Licensee's designated trademark and logo for the limited purpose of publishing it on Symbium's current list of Licensees located on the Symbium Site. Symbium may also respond to any inquiry regarding whether Licensee is a licensee and user of the Services. Additionally, upon execution of this Agreement, each Party may issue a press release announcing the Parties' relationship under this Agreement.

8. FEES AND PAYMENTS

8.1. Fees. Symbium shall charge End-Users, as applicable, for the Services provided by Symbium. Fees, if any, charged to Licensee are specified in the Order.

8.2. Payment Methods. Symbium accepts payments for its Services from Licensee, if any, via check or electronic funds transfer and will cooperate, in good faith, to accommodate Licensee's preference in either case. Payments for Transaction Services by End-Users shall be made by credit card.

8.3. Application of Fees for Transaction Services. Symbium's Transaction Services fees shall be on a per-plan check basis, and not on a per permit basis. By way of example, automated compliance check Services performed on a solar permit project, energy storage project, and main electrical panel upgrade, each of which would have normally qualified for their own separate permits, would be subject to separate Symbium Service fees, even if those projects were submitted by the End-User to Licensee in a single, combined permit.

8.4. Payment Terms. All pricing and payments are and shall be in U.S. dollars.

8.4.1. Fees to Licensee. With respect to fees charged to Licensee, if any, Licensee shall pay each invoice as stated in the Order or, if no due date is stated, within 30 days of receipt unless it has a bona fide dispute with respect to payment of such invoice or portion thereof. If there is a bona fide dispute regarding any invoice rendered or amount paid, the disputing Party shall notify the other by written notice thereof, and the Parties shall use their best efforts to resolve such dispute expeditiously. If an aggrieved Party notifies the other in writing of a disputed invoice or payment, and there is a good faith basis for such dispute, the time for paying the portion of the invoice in dispute shall be extended by a period of time equal to the time between receipt of such notice and the resolution of such dispute. Undisputed portions of any invoice shall be paid as stated above.

8.4.2. Fees to End-Users. Symbium's fees to End-Users for Transaction Services shall be inclusive of Symbium's Service fees (E.g., a per plan check fee) and payment processing fees. In the event that Symbium is also processing any Licensee fees (E.g. government fees) on behalf of Licensee, those fees shall also be charged to the End-User. Symbium's most current fees to End-Users are published at https://symbium.com/pricing. Symbium reserves the right to increase its Service fees to End-Users once each calendar year with at least 60 days advance public notice (I.e. on Symbium's Site) and written notice to Licensee. For any increase exceeding 10 percent, Symbium shall provide Licensee with a written explanation of the business justification for such increase. Licensee acknowledges that such fee increases are solely between Symbium and End-Users and do not affect the terms of this Agreement..

8.5. Payment Processing Fees. Fees charged to End-Users for Symbium's Transaction Services are non-refundable. As between Symbium and Licensee, Symbium shall assume any credit card fees charged by Symbium's third-party payment processors for Transaction Services that are processed on Symbium. As applicable, Symbium may pass through to End-Users any credit card processing fees charged by either of Symbium's or Licensee's payment processor (I.e., in cases where the Licensee charges $100 + $5 credit card processing fee for a total of $105, Symbium may pass through the $5 additional Licensee processing fee directly to the End-User.).

8.6. Taxes. End Users or Symbium shall be financially responsible for all sales or services taxes that are assessed on the provision of the Services to End Users, excluding any withholding or export taxes or taxes based upon Symbium's income.

9. CONFIDENTIALITY

9.1. Confidentiality. Except as set forth in Sections 9.2 and 9.3, as applicable, Each Party agrees to maintain the confidentiality of the other Party's Confidential Information as defined herein. "Confidential Information" means all information concerning a Party's business not generally known to the public, whether or not marked as confidential, and "Confidential Information" also includes personal information defined above in Applicant Data. By way of illustration only, Confidential Information may include End-User information, Licensee Data,, trade secrets, know-how, inventions, contractual disclosures, techniques, processes, algorithms, software programs, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans, information and business plans and other proprietary information, whether or not such information is marked as confidential. Confidential Information shall not include, even if it is marked as such, information that: (i) is already known to the receiving Party at the time of disclosure, which knowledge the receiving Party shall have the burden of proving; (ii) is, or, through no act or failure to act of the receiving Party, becomes publicly known; (iii) is readily observable and / or duplicable by the public; (iv) is legally received by receiving Party from a third party without restriction on disclosure; (v) is independently developed by receiving Party without reference to the Confidential Information of the disclosing Party; or (vi) is approved for release by written authorization of the disclosing Party. In maintaining the confidentiality of the other Party's Confidential Information, each Party shall use at least the same standard that Party uses for its own confidential information of similar type, and shall take necessary precautions not to disclose such information to any person except its officers, employees or subcontractors, who have a need to know in order to comply with the obligations of this Agreement. Each Party's officers, employees, and subcontractors shall be bound by the terms of this Section or a similar written agreement with terms no less protective of either Party's Confidential Information than this Agreement. Each Party acknowledges that any actual or threatened violation of this Section may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law and/or in equity. Nothing in this Section shall prohibit Symbium from disseminating aggregated information that contains no Confidential Information of Licensee.

9.2. Public Agency Exceptions and CPRA. This Section 9.2 shall apply to any Licensee that is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA") or substantially similar requirements (the "Public Agency Exceptions"). Notwithstanding any other obligations set forth in Section 9, Licensee is not obligated to act in any way that is contrary to any requirements under the CPRA or Public Agency Exceptions. Symbium shall identify information that is protected under the CPRA or Public Agency Exceptions and shall clearly mark such information as "CONFIDENTIAL AND PROPRIETARY", including identification of the specific lines containing such confidential and proprietary information subject to nondisclosure. In the event of a request for such information, Licensee will provide written notice to Symbium prior to such disclosure. For information that Symbium wishes to protect from public disclosure, Symbium must obtain a protective order, injunctive relief or other appropriate remedy from a court of law in either San Francisco County or the Licensee's County before the Licensee is required to respond to the CPRA

request. If Symbium fails to obtain such remedy within the time the Licensee is required to respond to the CPRA or Public Agency Exceptions request, Licensee may disclose the requested information.

9.3. Cooperation. In the event of any unauthorized use or disclosure or loss of any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting therefrom.

9.4. Limitation. Notwithstanding the provisions of this Section, Symbium may disclose Licensee's Confidential Information, which includes personally identifying information and End-user activity only : (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that Symbium shall comply with any applicable protective order or equivalent and, unless prohibited by law, Symbium will employ commercially reasonable efforts to provide Licensee with prior written notice, so that Licensee has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Licensee for that purpose.

9.5. Access limits

Symbium restricts access to personal information in Applicant Data and/or Licensee Data processed, stored, or maintained in the Services to its employees and subcontractors who require access to such data, as necessary, to perform the Services under this Agreement.

9.6. Security

Symbium use industry-standard management practices, technologies and security, including, but not limited to, technical, physical, and administrative security measures updated to keep up with emerging threats to protect the integrity, safety and security, including, but not limited to, protection from unauthorized access, destruction, use, modification, or disclosure, of personal information in Applicant Data and/or Licensee Data in both physical and electronic form and that its System will maintain and ensure that the personal information in Applicant Data and/or Licensee Data remains secure and does not through any of Symbium's, including Symbium's employees and subcontractors, actions or lack of thereof become vulnerable to unauthorized access by third parties.

Notwithstanding as may be otherwise provided in this Agreement, Symbium shall be solely responsible for restoring and correcting any corruption to Applicant Data and/or Licensee Data that occur by reason of Symbium's, including its employees and subcontractors, actions or lack thereof, including cyberattacks, including but not limited to, ransomware attacks upon Symbium, and to fully indemnify Licensee for any claims against Licensee resulting from corruption of Applicant Data and/or Licensee Data.

9.7 Data Incident

a. Symbium shall implement and maintain a program for managing unauthorized disclosures of, access to, or use of personal information in Applicant Data and/or Licensee Data however they may occur ("Data Incident"). In case of a Data Incident, or if Symbium knows or reasonably suspects a Data Incident has occurred, Symbium shall:

(i) Promptly, and in any case in a manner to ensure notice within 24 hours of Symbium's discovery, notify Licensee of the Data Incident or suspected Data Incident;

(ii) Cooperate with Licensee and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to Licensee in notifying injured third parties; and

(iii) Otherwise comply with applicable laws governing data breach notification and response.

b. In case of a Data Incident or reasonably suspected Data Incident, Symbium shall, upon request by Licensee:

(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Data Incident or reasonably suspected Data Incident;

(ii) use best efforts and take all necessary actions to prevent, contain, and mitigate the impact of, such Data Incident or reasonably suspected Data Incident;

(iii) collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Incident or reasonably suspected Data Incident, which shall meet reasonable expectations of forensic admissibility; and

(iv) document the incident response and remedial actions taken in detail, which shall meet reasonable expectations of forensic admissibility.

c. In addition, if the Data Incident results from Symbium's, including employees and subcontractors, breach of this Agreement or negligent or unauthorized act or omission, including without limitation those of its employees and subcontractors , Symbium shall:

Indemnify Licensee for any reasonable expense related to notification of consumers and any and all costs incurred by the Licensee in response to the Data Incident, and third party claims against the Licensee arising from or related to the Data Incident, up to the limits of Symbium's cyber insurance coverage, and furnish, upon Licensee's request, proof of sufficient insurance coverage or self-insurance to cover such costs; Provide 2 years of credit monitoring service to any affected individual if required by applicable law.

(i) Symbium shall provide Licensee with incident reports and remediation summaries related to Data Incidents affecting Licensee or End User Data in accordance with industry-standard incident notification practices and the notification obligations set forth above. .

(ii) Licensee will cooperate with Symbium on the content of any intended public statements or required notices for the affected individuals and/or notices to the relevant authorities regarding the Data Incident.

10. REPRESENTATIONS AND WARRANTIES

10.1. Power and Authorization. Each Party hereby represents, warrants, and covenants to the other Party that (i) it is duly organized, validly existing and in good standing under the Laws of the state of its domicile and is in good standing in each other jurisdiction in which such qualification is required by Law; (ii) it has power and authority to transact the business it transacts and proposes to transact and to execute and deliver this Agreement and to perform the obligations under this Agreement, and (iii) its entry into this Agreement does not violate or constitute a breach of any agreement to which it is a Party or otherwise bound.

10.2. Compliance with Law. Each Party hereby represents, warrants, and covenants to the other Party that in performing its obligations and exercising its rights under this Agreement, it will comply (and shall require all of its personnel providing Services hereunder to comply) with all applicable Laws.

10.3. By Licensee. Licensee hereby represents, warrants, and covenants to Symbium that: (i) it has obtained all the appropriate consents required by law to ensure that Licensee and Symbium have the right to use the Licensee Data in association with the Services; and (ii) it will not use the Service to collect, upload, retrieve, transmit, send, and/or store any sensitive personally identifiable information in violation of any applicable laws.. Symbium reserves the right to delete any Licensee Data that is in violation of any terms in this Agreement or of any applicable laws.

10.4. Disclaimer of Additional Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SYMBIUM EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SYMBIUM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT FUTURE PRODUCT FEATURES OR FUNCTIONALITY.

11. INDEMNITIES

11.1. General Indemnities. Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party ("Indemnified Party") and its Affiliates and their respective officers, directors, employees, agents, contractors, successors, and assigns harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) (collectively, "Losses") arising from or in connection with any actual judicial causes of actions by third parties (each a "Claim") to the extent such Claim is based on or arises from or relates to (i) any breach or default of any provision of this Agreement by the Indemnifying Party; or (ii) negligent or intentional acts or omissions caused by the Indemnifying Party or its Affiliates and their respective officers, directors, employees, agents, contractors, successors and assigns. Further, Licensee shall defend, indemnify, and hold Symbium harmless from any Losses arising from or in connection with any Claims to the extent that such Claim is based on or arises from or relates to Licensee's misappropriation or misuse of any Licensee Data or any of Licensee's obligations to third parties relating to such Licensee Data. Notwithstanding any Symbium obligations to indemnify Licensee in this Agreement, any indemnification by Symbium shall be limited to the actual amount covered by Symbium's insurance for that particular Claim. Notwithstanding any Licensee obligations to indemnify Symbium in this Agreement, any indemnification by

Licensee shall be limited to $50,000 or to the limits of its cyberinsurance policy to the extent Claims would be covered by its cyberinsurance policy.

11.2. Indemnification Procedure. Each Indemnified Party shall provide the Indemnifying Party with prompt written Notice of any Claim for which the Indemnified Party is seeking or may seek indemnification hereunder (provided that the failure of the Indemnified Party to promptly notify the indemnifying Party hereunder shall not relieve the Indemnifying Party of any liability with respect to the Claim, except to the extent the Indemnifying Party demonstrates that the defense of the Claim is prejudiced by such failure). The Indemnified Party shall provide reasonable cooperation (at the Indemnifying Party's expense) and retain full authority to defend or settle the Claim. The Indemnifying Party shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim. The Indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. The Indemnifying Party shall not have the right to settle any Claim if such settlement arises from or is part of any criminal action or proceeding, or contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party without the prior written consent of such Indemnified Party.

12. LIMITATION OF LIABILITY

12.1. THE LIABILITY OF SYMBIUM AND LICENSEE TO EACH OTHER FOR ANY AND ALL CAUSE(S) OF ACTION, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT, NEGLIGENCE OR ANY OTHER), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNTS STATED IN SECTION 10.1 . LICENSEE ACKNOWLEDGES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 12.1 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SYMBIUM WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SYMBIUM HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE LICENSEE WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PURSUANT TO THIS AGREEMENT.

12.2. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS, LOST USE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3. NOTWITHSTANDING THE FOREGOING, SECTION 12.1 AND SECTION 12.2 WILL NOT APPLY TO: (I) CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR CRIMINAL ACTS OR OMISSIONS; (II) BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY; (III) ANY THIRD PARTY CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT; OR (IV) THE BREACH BY EITHER PARTY OF THEIR REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10.

13. COOPERATION

13.1. Cooperation. Each Party shall inform the other Party of any legal claims, demands or complaints brought: (i) by a third party relating to the Services or products provided by Symbium to Licensee under this Agreement; or (ii) to any regulatory body relating to this Agreement or anything acquired hereunder. The Parties shall cooperate with each other with respect to the resolution of such complaints. For the avoidance of doubt, the Party against whom the complaint was made shall control the response to any regulatory body, if any, with respect to any such complaint.

14. TERM AND TERMINATION

14.1. Term. The initial term of this Agreement shall be as set forth in the Order ("Initial Term") and shall thereafter be renewed by the Parties for recurring one (1) year periods ("Subsequent Term") unless either Party provides the other Party with at least thirty (30) days prior written notice of termination or intention not to renew prior to the commencement of the next annual period. The Initial Term and Subsequent Term may collectively be referred to as the "Term". Licensee further reserves the right to terminate this Agreement at any time within 30 days of receipt of a notice of service fee increase to it or to End-Users.

14.2. Termination for Breach. Either Party may terminate this Agreement upon written notice to the other Party if such other Party commits a material breach of this Agreement and does not cure such breach within fifteen (15) days

following its receipt of notice thereof from the terminating Party. Only if Fees are charged to Licensee as set forth in the Order form does the following sentences re refunds apply: No refunds shall be issued to Licensee in the event of termination under this Section 14.2 by Symbium for an uncured material breach by Licensee. Symbium shall issue a prorated refund of prepaid but unused fees to Licensee in the event that Licensee terminates this Agreement under this Section 14.2 for an uncured material breach by Symbium. "Material breaches" include: (i) failure by Symbium to deliver the Services as agreed under this Agreement; (ii) any breach of Section 7 (Proprietary Information); (iii) any failure by Licensee to pay fees when due; (iii) or any breaches by either Party of Sections 3 (License), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), or 13 (Cooperation). Any termination of this Agreement will automatically terminate any incorporated Orders.

14.3. Suspension of Services. Any unauthorized access, use of passwords or Services, or other abuse or impermissible activity by Licensee on Symbium's Site or in connection with Symbium's Services may result in immediate suspension of access to certain Solutions or termination of this Agreement with no refund and without limitation of any other available legal remedies. Only if fees are charged to Licensee as set forth in the Order form shall the following sentence apply: Symbium may suspend Licensee's access to any Services until all overdue payments are paid in full. Delinquent invoices are subject to interest of one percent (1.0%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Licensee will continue to be charged for the remainder of the term for any delinquent accounts. Licensee acknowledges and agrees that, unless otherwise required in this Agreement, Symbium shall cooperate with Licensee in retrieving Licensee Data and/or Applicant Data that is in its possession and control in the event of termination and shall not irretrievably delete such Licensee Data and/or Applicant Data unless Licensee or Applicant has consented to such deletion in writing.

14.4. Remedies Not Limiting. The remedies provided in this Section 14 are in no way limiting of one another or of any other rights and remedies granted to either Party under this Agreement. Symbium may choose to, but is not required to, place Licensee's account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.

15. MISCELLANEOUS

15.1. Notices. Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either sent by trackable courier or email to the recipients listed in the Order. Notices by courier shall be effective upon proof of delivery by either Party. Email notices shall be effective upon confirmation of receipt by the receiving Party, including read receipts for emails. Either Party may change its notice address by providing the other Party with notice of the change in the same manner required in this Section 15.1.

15.2. Assignment; Binding Effect. Neither Party shall assign or transfer this Agreement nor delegate any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon written notice to Licensee, Symbium may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, but Licensee shall have the right to terminate for cause upon notice of such assignment. Any assignment, transfer or delegation of rights or obligations hereunder in contravention of this Section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement and their respective successors and permitted assigns.

15.3. Dispute Resolution; Equitable Relief. The Parties agree that, in the event of a dispute or alleged breach, they shall first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing shall not apply to, and shall not prevent a Party from seeking immediate relief in the event of, disputes involving the confidentiality or data protection provisions of this Agreement or infringement of intellectual property rights (in which case either Party shall be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law Section of this Agreement).

15.4. Entire Agreement; Amendment. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous representations, discussion, negotiations, letters, proposals agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement may be amended, modified or supplemented only in a writing duly executed by an authorized representative of each of Licensee and Symbium.

15.5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions. For any disputes that are not resolved by way of good faith negotiations and settlement, the Parties hereby consent to the exclusive venue and jurisdiction for actions

concerning or relating to this Agreement in the federal or state courts of San Francisco, County of San Francisco, California.

15.6. Headings. The section headings in this Agreement are for reference and convenience only and do not explain, modify, interpret, or expand the provisions of this Agreement.

15.7. Independent Contractors. In making and performing under this Agreement, the Parties are acting and shall act as independent contractors and not that of master and servant or partnership. Neither Party is, nor will be deemed to be, an agent, legal representative, joint venture, or partner of the other Party for any purpose. Neither Party shall have any authority to act for or to bind the other Party in any respect, nor shall either Party hold itself out as having such authority. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, and other laws.

15.8. Severability. If any of the provisions of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be ineffective to the extent of such invalidity or unenforceability while the other provisions hereof shall remain in full force and effect.

15.9. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed on behalf of the Party against whom it is asserted. Any consent by any Party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any continuing, different, or subsequent breach of this Agreement by such Party.

15.10. Survival. The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive, including, but not limited to the following Sections: 7 (Proprietary Rights), 9 (Confidentiality), 10 (Representations and Warranties), 11 (Indemnities), and 12 (Limitation of Liability).

15.11. Controlling Document. Notwithstanding any inconsistent or additional terms and conditions which may be contained in a purchase order, invoice, voucher or other similar document issued by either Party, such document shall be for issuing Party's internal purposes only and the terms and conditions of this Agreement shall prevail. Therefore, even if such document is acknowledged or accepted by the receiving Party and regardless of any statement to the contrary which may be contained therein, the inconsistent or additional terms and conditions of such purchase order, invoice, voucher or other similar document shall have no force or effect on this Agreement.

15.12. Interpretation; Construction. Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular, the singular the plural, the part the whole, (ii) references to any gender include all genders, (iii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iv) "including" has the inclusive meaning frequently identified with the phrase "but not limited to," and (v) references to "hereunder" or "herein" relate to this Agreement. The Parties agree that this Agreement is the result of careful negotiations between sophisticated Parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

15.13. Signature/Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both Parties. A facsimile signature or electronic signature (or e-signature) shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

[Signature page follows]

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

SYMBIUM CORP.	**CITY OF WILDOMAR**
By:	By:
Name:	Name:
Title:	Title:
Email:	Email:
Date:	Date:

EXHIBIT A-1 – ORDER

This Order, once executed, is governed by the Symbium Master Licensing Agreement between Symbium Corp. ("Symbium") and the City of Wildomar ("Licensee") (the "Agreement"). All fees set forth herein are due pursuant to the terms of the Agreement. All capitalized terms used but not defined herein will have the meaning assigned to them in the Agreement. This Order shall control in the event of any conflict between this Order and the Agreement.

Prepared For: City of Wildomar	**Order No.:** WILDOMAR-001	**Make Payment to:** Symbium Corp.
City of Wildomar Scott Burns, Chief Building Official Building & Safety Department 23873 Clinton Keith Road, Suite 110 Wildomar, CA 92595 sburns@wildomar.gov	**Initial Term:** 3 years **Payment Frequency:** N/A	**Symbium Corp.** 912 Cole St., #375 San Francisco, CA 94117 support@symbium.com

SaaS Solution / Service	Description	Billing
Symbium's SB379-compliant Service for PV and ESS	• Web-based public-facing automated compliance checks for solar energy systems as required by SB379 • Symbium service fee per plan check (per project or revision), charged to applicants at point of sale.	$0
Symbium Express Permits	• Web-based public-facing automated compliance checks for additional permits, as requested by Licensee. • Symbium service fee per plan check (per project or revision), charged to applicants at point of sale.	$0
Included Integrations	Read-write integrations into existing permitting workflows and state & local business licensing registries, given available APIs.	$0
Ongoing Support and Maintenance	Quarterly updates	$0
	Total	$0

Additional Terms and Conditions:

1. Any Transaction Services fees to End-Users shall be discounted by 50% through December 31, 2025.
2. Unless noted otherwise, the pricing above includes initial implementation and training to ensure proper use and shall be invoiced upon execution of the Agreement.
3. Symbium shall be the exclusive provider of the Services and for any online submissions of any mutually agreed-upon permit and mutually agreed upon other application types for Licensee during the Term.
4. Any additional Solutions or Services requested by Licensee that exceed the scope of this Order shall be subject to a separate signed Order between the Parties.
5. Support is available by email: support@symbium.com.

ACCEPTED AND AGREED BY:

Symbium Corp.	**City of Wildomar**
BY: DATE:	BY: DATE:
NAME: Leila Banijamali	NAME:
TITLE: CEO	TITLE:
EMAIL: leila@symbium.com	EMAIL:

City of Wildomar
JUSTIFICATION OF SOLE SOURCE/ SOLE BRAND REQUEST

☒ SOLE SOURCE: Item is manufactured and/or only distributed by one vendor.
☐ SOLE BRAND: Bids will be solicited for the requested brand only.

VENDOR/BRAND NAME**:**
BRIEF DESCRIPTION OF PURCHASE:

Please answer all questions in detail in order to prevent delays in evaluation.

1. Why is the acquisition restricted to this good/service/supplier? (Explain why the acquisition cannot be competitively bid.)

Symbium is the sole vendor offering a comprehensive software solution specifically designed to assist local governments in complying with SB 379. The platform can be customized to align with the City of Wildomar's unique process structure, meeting our specific needs during the submittal and review stages. Other available solutions are not flexible enough to be tailored to our requirements and are typically provided as generic, one-size-fits-all applications. As a result, Symbium is the only viable choice to support the city's processes and ensure compliance with SB 379.

2. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?

Without Symbium's software and the absence of an automated review system the City of Wildomar will not be in compliance with SB 379 requirements. Failure to comply with SB 379 could have legal and regulatory consequences, as well as limits the city's eligibility for state funding related to climate resilience projects.

3. What market research was conducted to substantiate no competition, including evaluation of other items considered? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names, addresses and phone numbers of suppliers contacted and the reasons for not considering them must be included <u>or</u> an explanation of why the survey or effort to identify other goods/services was not performed.)

Market research was conducted to explore alternative solutions that could assist in meeting SB 379 requirements. SolarApp+ was contacted, and multiple meetings were held, but their software lacked the ability to tailor the system to meet the specific needs and process requirements of the City of Wildomar. Symbium's platform is the only one that directly meets the comprehensive needs and processes requirements of the City of Wildomar, while offering compliance with SB 379. During these meetings and demonstrations of functionality, I asked questions regarding if there was any tailoring ability, or the ability to upload solar plans to the system and only Symbium had the ability to tailor the application process the way that the City of Wildomar wanted and only Symbium had the ability to upload solar plans for approval and have them available for the inspectors. Contact information for the contact at SolarApp+ is Justin M. Slusarski, Jurisdiction Outreach Lead, 215-403-4570, justin.slusarski@solarappfoundation.org, but their products did not meet the city's requirements in the same way that Symbium's software does.

4. How was the price offered determined to be fair and reasonable? (Explain what the basis was for comparison and include cost analyses as applicable.)

Symbium's user fee to applicants was determined to be fair and reasonable based on a comparison with SolarApp+ user fee, which is highlighted. There is no cost to the City for either platform, but both platforms charge a user fee directly to the applicant. SolarApp+'s fee is $35.00, while Symbium's service fee is $25.00.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

In addition to cost savings to the City provided by Symbium's model to charge external users of the software, automation of solar plan reviews will also have positive impacts to the City's financial resources by reducing the need for staff or consultants to review plans for code compliance. There are significant costs associated with manually reviewing solar plans for code compliance. Additionally, using Symbium's platform will prevent potential costs associated with non-compliance, such as legal issues or loss of funding opportunities from the state.

I am aware of the City of Wildomar requirements for competitive bidding established in the municipal code Chapter 3.24 Purchasing of Supplies and Equipment. As an authorized department representative, I have gathered the required technical information and have made a concentrated effort to review comparable/equal equipment.

Requestor:	M. Scott Burns Print & Sign	Building & Safety Department	8/12/25 Date
Department Head:	Robert Flores Print & Sign	8.27.25 Date	
PURCHASING:	Print & Sign	Date	

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: September 10, 2025

SUBJECT: Chiquito Battery Energy Storage Facility (BESS) Community Benefit Agreement

SUBMITTED BY: Robert Flores, Interim Community Development Director

PREPARED BY: Abdu Lachgar, Senior Planner

ACTION:
Authorize the Interim City Manager to execute and enter into a Community Benefit Agreement with Chiquito Grid, LLC.

BACKGROUND:
The Chiquito Battery Energy Storage Facility (BESS) project (PA 22-0026), was approved by the Planning Commission on January 24, 2024. The action included adoption of a Mitigated Negative Declaration & MMRP (SCH# 2023100095), and approval of a Conditional Use Permit develop the 2.83-acre site with an 80-megawatt (MW) BESS facility.
The City adopted several conditions of approval (COA) for the Chiquito BESS project. One condition in particular (Fire Department COA #28) required the applicant to address fire safety and offset any potential adverse impact on the City of Wildomar Fire Department's ability to provide an acceptable level of service.

DISCUSSION:
The applicant proposed to enter into a Community Benefit Agreement with the City in order fulfill Fire Department COA #28. The agreement proposes a monetary contribution of $769,440, payable in two installments of $384,720 to the City. The first installment will be due prior to issuance of any building permits, and the second and final installment will be due prior to issuance of occupancy for the facility.

These funds must be used to enhance Fire Department operations in the City, including staffing costs, purchase of site(s) for a fire station, construction of necessary facilities, and purchase of necessary equipment, etc.

FISCAL IMPACT:
The total revenue generated by this agreement will be $769,440 that may be used to augment the City's budget for Fire Services.

ATTACHMENTS:
Draft Community Benefit Agreement

CITY OF WILDOMAR

COMMUNITY BENEFIT AGREEMENT

CHIQUITO BATTERY ENERGY STORAGE SYSTEM PROJECT

This Community Benefit Agreement ("**Agreement**") is entered into as of this __ day of ____, 2025 by and between the City of Wildomar, California, a municipal corporation ("**City**") and Chiquito Grid, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

A. **Whereas**, Developer controls certain real property located within the City of Wildomar, California, which is specifically described in the legal description set forth in Attachment "A" (the "**Property**");

B. **Whereas**, the Property is currently vacant and is surrounded by commercial uses to the north, vacant land to the east, the Southern California Edison ("**SCE**") Tenaja Substation to the south, and residential uses to the west;

C. **Whereas,** Developer proposed to construct and operate a new 80-megawatt (MW) Battery Energy Storage System (BESS) project at the Property, which would be capable of meeting a 4-hour duration, and that would interconnect to the SCE Tenaja Substation (the "**Project**");

D. **Whereas**, Developer applied to the City for certain entitlements for the Project including a Conditional Use Permit and a Plot Plan review;

E. **Whereas**, the City prepared and circulated for public review an Initial Study / Mitigated Negative Declaration ("**IS/MND**") for the Project in compliance with the California Environmental Quality Act ("**CEQA**");

F. **Whereas**, the City determined in the IS/MND that the proposed Project would have a less-than-significant effect on the provision of public services, including fire protection and safety services;

G. **Whereas**, on January 24, 2024, the City Planning Commission adopted Resolution No. 2024-01, adopting the IS/MND and a Mitigation Monitoring and Reporting Program ("**MMRP**") for the Project;

H. **Whereas**, the MMRP includes measures requiring Developer to demonstrate compliance with applicable provisions of the California Building Code and the California Fire Code.

DRAFT

I. **Whereas**, on January 24, 2024 the City Planning Commission also adopted Resolution No. 2024-02, approving Conditional Use Permit No. 22-0026 for the Project, as shown on approved plans and subject to conditions (the "**CUP"**).

J. **Whereas**, the Riverside County Fire Department currently provides fire protection services to the City pursuant to a fire protection service agreement dated _____ ("Fire Protection Services Agreement").

K. **Whereas**, Riverside County Fire Department Condition of Approval No. 28 of the CUP provides as follows: "The proposed project could have a cumulative adverse impact on the City of Wildomar Fire Department's ability to provide an acceptable level of service. These impacts include an increased number of emergency and public service calls due to the increased presence of structures, traffic, and population. The project proponents/developers will be expected to provide proportional mitigations to these impacts via capital improvements and/or impact fees. Upon additional impact analysis, the applicants/developers may be required to enter into an agreement with the City of Wildomar to offset costs and impacts" ("**Condition of Approval No. 28"**).

L. **Whereas**, the City and Developer now desire to enter into this Agreement for the purpose of implementing Condition of Approval No. 28 by entering into a Community Benefit Agreement, the terms of which the Parties agree are mutually beneficial and the execution of which fully discharges all obligations under Condition of Approval 28.

M. **Whereas,** the Developer will apply for a ministerial building and grading permits subsequent to the execution of this Agreement.

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

AGREEMENT

1. Recitals. The recitals set forth above are incorporated herein by this reference.

2. Project. Developer proposes to construct and operate the Project. Development of the Project will be in accordance with and subject to the CUP, except as otherwise authorized by the City. The City acknowledges the timing of the completion of development of the Project shall be in Developer's sole and absolute discretion, subject to the expiration dates expressed in the conditions of approval, and Developer shall have no liability if the contemplated development of the Project fails to occur, is delayed or otherwise modified (subject to City approvals for such modifications as required under applicable law).

3. Community Benefit Fee.

A. Developer shall make community benefit payments in two equal installments of $384,720 each to the City, on the following schedule ("Community Benefit Fee"):

i Before the date on which the City first issues a building permit for the Project, Developer shall deliver the first installment payment;

ii Before the date on which the City first issues a certificate of occupancy for the Project, Developer shall deliver the second installment payment.

B. The Parties acknowledge and agree that the Community Benefit Fee is fair and reasonable and provides capital proportional to the Project's anticipated effects on Fire Department services within the City. The Parties acknowledge and agree that Developer's payment of the Community Benefit Fee fully satisfies and discharges its obligations under Riverside County Fire Department Condition of Approval No. 28 of the CUP. The Parties further agree that the payments made under this Section 3 satisfy Developer's payment obligations to the City in connection with Riverside County Fire Department Condition of Approval No. 28 of the CUP.

C. The City shall ensure that funds provided by the Community Benefit Fee are used for the benefit of the Riverside County Fire Department (serving as the City's Fire Department pursuant to the Fire Protection Services Agreement) in its provision of fire protection services within City limits, provided that, in the event that the Riverside County Fire Department no longer provides fire protection services pursuant to the Fire Protection Services Agreement, the City may expend the Community Benefit Fee upon such fire protection services as determined by the City Council in its sole and absolute discretion.

4. Construction Plans and Specifications. Developer shall not commence construction of the Project until all required construction plans and specifications been submitted to and approved by the City Building Official or his or her designee, to the extent required by the CUP.

5. Default and Remedies.

A. The failure of any Party to perform or fulfill any term, provision, obligation, or covenant of this Agreement, where such failure remains uncured after the expiration of applicable notice and cure periods shall constitute a "**Default**" under this Agreement. If such failure can be cured but the cure cannot reasonably be completed within thirty (30) days, then it shall not be considered a Default if a cure is commenced within said 30-day period and diligently prosecuted to completion thereafter.

B. In the event of any alleged Default of this Agreement, the non-defaulting Party shall provide written notice of the default or breach. The notice shall briefly specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Before sending a notice of Default in accordance with this section, the noticing Party shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than thirty (30) days and not more than sixty (60) days, to respond to or cure such alleged failure. The Party asserting such failure shall request that such meet and confer occur within ten (10) days following the request.

C. In the event of an uncured Default, the remedies available to a non-defaulting Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity. Either Party may terminate this Agreement in the event of an uncured Default by providing a written notice of termination to the other Party, which shall become effective upon the date set forth in the notice of termination.

6. General Provisions.

A. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party as to all terms in the Agreement.

B. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

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

D. Notices. Any written notice to Developer shall be sent to:

Attn: General Counsel
Chiquito Grid, LLC
600 W. Fulton St., Ste. 510
Chicago, IL 60661
Email: notices@fullmarkenergy.com

Any written notice to City shall be sent to:

Attn: Chris Mann, Interim City Manager
City of Wildomar
23873 Clinton Keith Road
Suite 110
Wildomar, CA 92595
Email: cmann@wildomar.gov

E. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

F. Waiver. A Party's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein shall not relieve the other Party of any of its obligations under this Agreement.

G. Project Financing. "**Project Financing**" means any construction and/or long term financing, any other type of financing or tax equity financing, as may be necessary for the Project. The Parties acknowledge and understand that the development and construction of the Project may be financed by Project Financing. The Parties agree to consider and negotiate in good faith modifications or amendments to this Agreement that may be reasonably requested by the Project Financing lenders in order to support the Project Financing (including but not limited to provisions under which lenders shall be entitled to receive copies of any notices hereunder that the City provides to Developer and that lenders shall be given the right to consent to any proposed changes or modifications to this Agreement), subject to the City's right to withhold its consent to any amendments to this Agreement that it deems unacceptable in its sole and absolute discretion.

H. Assignment or Transfer. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City, except to an affiliate of Developer or to any successor owner of the Property; provided, however, that Developer may make such assignments as the Developer deems necessary for collateral security purposes to aid in providing Project Financing for the Project without the consent of the City. Any other attempts to assign this Agreement or any interest herein without prior written consent of City shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. The City shall not withhold such approval if Developer's successor entity provides reasonably satisfactory evidence to City that it possesses the financial resources equivalent or superior to those of Developer to meet the obligations in this Agreement. Upon an assignment as allowed by this Section 6.H., Developer shall be released from its obligations under this Agreement, provided that the assignee has agreed in writing to assume Developer's obligations under this Agreement.

I. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns.

J. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California

State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

M. Attorneys' Fees and Costs. Subject to the Default and Cure terms of Section 5, if any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Project, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition, and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable ("**Litigation Expenses**"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

N. Indemnification. Developer shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to Developer's performance of this Agreement, including without limitation all consequential damages and attorney's fees, whether or not resulting from the negligence of Developer or Developer's agents. This indemnity shall not extend to any claim arising out of the sole negligence of the City.

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

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

DRAFT

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

CITY OF WILDOMAR, a California municipal corporation

_____

Chris Mann, Interim City Manager

ATTEST:

_____

Janet Morales City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

Chiquito Grid, LLC, a Delaware Limited Liability Company

_____

DRAFT

Attachment A

Legal Description

[INSERT]

DRAFT

CITY OF WILDOMAR
JOINT REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: September 10, 2025

SUBJECT: Community Development Block Grant (CDBG) 2025/2026 Supplemental Agreement for Mission Trail/Sedco Sidewalk Phase III Project (CIP 044-3)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION 2025 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2025/2026 IN THE AMOUNT OF $129,415 FOR THE SEDCO SIDEWALK PROJECT PHASE III (3.WD.23-25, CIP 044-3)

2. Approve a supplemental appropriation adding $129,415 in expenditures and increasing budgeted revenues by $129,415 for funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate the necessary additional funds to the Project.

SUMMARY:
Approve and authorize the Interim City Manager to execute the Supplemental Agreement between the County of Riverside and the City of Wildomar for the use of 2025-2026 CDBG Funds.

BACKGROUND:
On September 12, 2020, the City Council approved using the remaining CDBG funds from a prior advancement request towards the design costs for the final phase of the Mission Trail/Sedco Sidewalk Project (CIP 044-3, Project). The Design, Environmental, and Right of Way phases for the project have since been substantially completed. The Phase III scope of work consists of constructing pedestrian and bicycle facilities on Mission Trail from the Intersection of Malaga Road to the intersection of Elberta Avenue. This project will provide safety improvements by providing connections to existing walking paths, bike routes, and bus stops at both intersections and includes the relocation of power poles to their ultimate alignment in the public right of way.

DISCUSSION:
On August 26, 2025, the City received a Supplemental Agreement for the use of 2025-2026 Community Development Block Grant Funds (Agreement, Attachment A). Executed copies of the Agreement must be returned to the County of Riverside Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) no later than October 26, 2025 for the Board

of Supervisors to approve. Once approved, a fully executed agreement will be forwarded to the City. This FY 25/26 Agreement will provide a portion of funding ($129,415) necessary to construct the Project.

The Engineer's Estimate for the Project is $1,155,000. On August 13, 2025, the City Council executed a separate funding agreement with RCTC for additional Project funding in the amount of $726,000. To date, total grant funding obtained for the Project is $987,930. Based on the current Engineer's Estimate and the approved FY 25/26 Project budget, remaining project costs ($355,070) are partially covered with $188,000 in Measure A funds and $167,070 remaining unfunded. Once construction bids are received by the City, Staff will recommend where additional funds could be obligated from, if needed. The City also retains the ability to request an advancement of future Fiscal Year CDBG funding allotments if current fund sources are insufficient to fund the construction phase of the Project.

Staff recommends that the City Council authorize the Interim City Manager to execute the Agreement.

ACCOUNT CODE:
Budget Adjustments (FY 25/26)
Fund No. 206 (CDBG), CIP 044-3, Construction Phase

- Revenue 206-0000-3540 - Increase $129,415
- Expenditures 206-4500-52115 - Increase $129,415

This will reduced the unfunded portion of this project by $129,415.

ENVIRONMENTAL ANALYSIS:
A Notice of Exemption for the Project was filed on January 19, 2023.

FISCAL IMPACT:
The approved City budget already includes $132,515 in CDBG funding for FY 25/26. Staff recommends that the City Council approve a budget adjustment adding $129,415 in both revenue and expenditures for funds as identified in the Account Code section of this staff report, to match awarded funds from CDBG to the Project. CDBG Projects are paid through a reimbursement process once the “authorization to incur costs” has been issued by the County of Riverside. An updated CIP Project Detail Sheet for the Project is included as Attachment B.

There is no fiscal impact to the General Fund.

ATTACHMENTS:
Resolution
A - CDBG Supplemental Agreement
B - CIP 044-3 Detail Sheet Update (FY 25-26 to 29-30)

RESOLUTION NO. 2025-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2025/2026 IN THE AMOUNT OF $129,415 FOR THE SEDCO SIDEWALK PROJECT PHASE III (3.WD.23-25, CIP 044-3)

WHEREAS, the City of Wildomar has been submitting applications for projects/activities under the Community Development Block Grant ("CDBG") program to the Riverside County Housing, Homelessness Prevention and Workforce Solutions ("HHPWS") annually; and

WHEREAS, the project submitted herein meets the CDBG program guidelines and/or requirements; and

WHEREAS, it is necessary that the supplemental agreement be approved by the City Council through resolution in order for the City and its residents to obtain and utilize the federally funded CDBG grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wildomar as follows:

1. The Wildomar City Council accepts Community Development Block Grant Program Funds for Fiscal Year 2025/2026 in the amount of $129,415 for the Mission Trail/Sedco Sidewalk Project Phase III (1.WD.23-25**,** CIP 044-3); and

2. The Interim City Manager is authorized to execute and submit the Supplemental Agreement for Fiscal Year 2025/2026 Community Development Block Grant Program to Riverside County Housing, Homelessness Prevention and Workforce Solutions for approval by their Board.

PASSED, APPROVED, AND ADOPTED this 10th day of September, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT A

File No.: 3.WD.23-25

SUPPLEMENTAL AGREEMENT FOR THE USE OF 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Supplemental Agreement ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the **CITY OF WILDOMAR**, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 31, 2023 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY has been allocated **$129,415** in CDBG Entitlement funds for the 2025-2026 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities (Public Facility Activities), within its jurisdiction, by utilizing the sum of **$129,415** CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

A) 3.WD.23-25 Sedco Sidewalk Project, $129,415.

3. TERMS OF AGREEMENT. The term of this Agreement for the implementation of the (Public Facility Activities) Project(s) shall be for a period of two (2) years from July 1, 2025, to June 30, 2027.

4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule set forth in Exhibit(s) A, attached hereto and incorporated herein.

5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by the

time set forth in the applicable completion schedule(s) due to a force majeure event (See Section 40 below), the COUNTY may consider extending the schedule for the completion of the project(s). Times of performance for other activities may also be extended in writing by COUNTY. If substantial progress toward completion in conformance with the completion schedule, as determined by COUNTY in its discretion, of the project(s) not made during the term of this Supplemental Agreement, COUNTY may suspend or terminate this Supplemental Agreement pursuant to the termination procedures set forth in the section titled "Termination," and the entitlement funds associated with the Project(s) may be reprogrammed by the COUNTY after appropriate notice is provided to the City.

6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-funded Projects or activities covered under the terms of this Supplemental Agreement as set forth in Exhibit(s) A, attached hereto, prior to receiving written authorization from COUNTY to proceed.

7. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

COUNTY	CITY
Heidi Marshall, Director	Chris Mann, Interim City Manager
Riverside County HWS	City of Wildomar
P.O. Box 1528	23873 Clinton Keith Road, Suite 110
Riverside, CA 92502	Wildomar, CA 92595

8. DISBURSEMENT OF FUNDS.

A. COUNTY's Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this Supplemental Agreement. COUNTY, through its Department of Housing, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A. It is the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A, and to ensure compliance with applicable federal regulations and the terms of this Supplemental Agreement.

B. CITY shall comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2026, exceeds one hundred and seventy-five percent (175%) of the CITY's 2025-2026 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2026, to exceed the CDBG fund balance requirement.

C. CITY shall comply with timely drawdown of CDBG funds by submitting monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days after the COUNTY has received the CITY's reimbursement request including documentation supporting expenditures.

D. All authorized obligations incurred in the performance of the Supplemental Agreement for projects eligible under the following CDBG regulations must be reported in writing to COUNTY no later than June 1, 2027:

1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
2. Clearance Activities [24 CFR 570.201 (d)]
3. Interim Assistance [24 CFR 570.201 (f)]
4. Code Enforcement [24 CFR 570.202 (c)]

All public service activities [24 CFR 570.201 (e)] and other eligible activities under this

Supplemental Agreement must be implemented, completed, and obligations reported in writing to the COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

9. RECORDS AND INSPECTIONS.

A. CITY shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds under this Agreement. Said records shall be retained for a period of four (4) years from the date that the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include, but not limited to, the following:

i. if any litigation, claim, or audit is started prior to the expiration of the four (4) year period;

ii. when the CITY is notified in writing by the COUNTY, HUD, or other Federal agency to extend the retention period;

iii. records for real property and equipment acquired with CDBG funds must be retained for four (4) years after final disposition;

iv. when the records are transferred by the CITY to the COUNTY, HUD, or other Federal agency, the four (4) year period is not applicable.

B. CITY shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements, but records must be available for review by appropriate officials of the Federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement funds

received as set forth in Exhibit(s) A attached hereto.

D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours, make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other authorized representative, for the examination and copying, all of its records and other materials with respect to matters covered by this Agreement and provide reasonable access to CITY staff for the purpose of interview and discussion related to the records and documents.

E. CITY shall not retain any program income as defined in 24 CFR 570.500. Said program income shall be used only for the activities that are the subject of this Agreement. Further, all provisions of this Agreement shall apply to such activities.

F. The CITY shall ensure that at least fifty-one percent (51%) of the persons benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income guidelines. The CITY shall provide the required income certification and direct benefit documentation, in writing, to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto. In the event that CITY engages the services of a sub-contractor to implement CDBG-funded activities, the CITY must collect, in writing, all required income certification and direct benefit documentation from subcontractors prior to submittal to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto.

10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal, state, and local laws, regulations, and ordinances and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY is to comply with those regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570. CITY is to abide by the provisions of the Community Development Block Grant Manual, prepared by COUNTY and cited in the above-mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C.A. Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated herein by this reference. CITY shall adhere to the regulations as set forth in Exhibit "R", attached hereto and incorporated herein by this reference, pertaining to inherently religious activities. CITY shall comply with the Additional Federal

Requirements, if applicable, attached hereto as Exhibit "AFR", and incorporated herein by this reference.

11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with COUNTY in undertaking essential community development and housing assistance activities, specifically urban renewal and public assistance housing, and shall assist COUNTY in implementing and undertaking the goals and strategies identified in the 2024-2029 Five Year Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community Development Block Grant Program.

12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the CITY is designated as the lead agency for the projects that are the subject matter of this Supplemental Agreement.

13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages including, but not limited to, claims, demands, losses, liabilities, costs and expenses including reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for their negligence.

The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this Agreement. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

14. INSURANCE. Without limiting or diminishing the CITY's obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds

a. Workers' Compensation:

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.b.1

Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, CITY shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $2,000,000 per occurrence or claim.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

d. General Insurance Provisions - All lines:

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

(ii). The CITY must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CITY shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of

endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(iv). It is understood and agreed to by the parties hereto that the CITY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(v). If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY has become inadequate.

(vi). CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(vii). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

(viii). CITY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this Supplemental Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CITY shall hold the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention by a third party that an employer-employee relationship

exists by reason of this Supplemental Agreement. It is further understood and agreed by the parties that the CITY in the performance of this Supplemental Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and 570.602 of Title 24 of the Code of Federal Regulations which requires that no person in the United States shall on the grounds of race, color, national origin, sex, sexual orientation, gender identity, or veterans status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development funds.

CITY shall abide by and include in any subcontracts to perform work under this Supplemental Agreement, the following clause:

> "During the performance of this Supplemental Agreement, CITY and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veterans status, sexual orientation, gender identity, age (over 40) or sex. CITY and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CITY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission are implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CITY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

17. PROHIBITION AGAINST CONFLICTS OF INTEREST

A. CITY and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

B. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

C. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

D. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

E. CITY understands and agrees that no waiver of exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24 CFR 570.611(d)(2).

F. Prior to the distribution of any CDBG funding under this Supplemental Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the CDBG activities funded under this Supplemental Agreement.

G. Any violation of this Section 17 shall be deemed a material breach of this

Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the COUNTY.

18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

a. No federally-appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. CITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

19. TERMINATION.

A. CITY. CITY may not terminate this Agreement except upon express written consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

B. COUNTY. Notwithstanding the provisions of Paragraph 19a above, COUNTY may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to CITY of action being taken and the reason for such action including, but not limited to, the following reasons:

(1) In the event CITY fails to perform the covenants herein contained at such times and in such manner as provided in this Supplemental Agreement; and

(2) In the event there is a conflict with any federal, state or local law,

ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement invalid or untenable; or

(3) In the event the funding from the Department of Housing and Urban Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.

C. This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the failure of the CITY to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the CITY agrees not to incur any costs related thereto, or connected with, any area of conflict from which the COUNTY has determined that suspension of funds is necessary. CITY acknowledges that failure to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may be considered by the COUNTY in evaluating future CDBG and non-CDBG funding applications submitted by CITY.

D. Upon suspension or termination of this Supplemental Agreement, CITY shall return any unencumbered funds which it has been provided by COUNTY. In accepting said funds, COUNTY does not waive any claim or cause of action it may have against CITY for breach of this Supplemental Agreement.

E. Reversion of Assets

1. Upon expiration or termination of this Supplemental Agreement, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the Supplemental Agreement as well as any accounts receivable held by CITY which are attributable to the use of CDBG funds awarded pursuant to this Supplemental Agreement.

2. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a loan) in excess of $25,000 is either:

(i) Used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(ii) Not used in accordance with Clause (i) above, in which event the

CITY shall pay the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to this Supplemental Agreement will make reference to the contribution of the COUNTY, the Department of Housing, and Workforce Solutions, and the Community Development Block Grant Program in making the project possible.

21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Supplemental Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth in Exhibit(s) A, attached hereto. Quarterly reports shall be due on the last day of the month immediately following the end of the quarter being reported. The quarterly written reports shall include, but shall not be limited to, the following data elements:

A. Title of program, listing of components, description of activities/operations.

B. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals and identify any problems encountered in meeting goals.

C. If the CDBG-funded activity meets a National Objective under 24 CFR 570.208 (a)(2)(i), CITY will report the following:

1) Total number of direct beneficiaries (clientele served) with household incomes at:

- Above 80% MHI
- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Less than 30% MHI (Extremely Low-Income)

2) Total number and percent (%) of the clientele served that have household incomes at or below 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

D. CITY shall report, in writing, and cause its subcontractors to report, in writing, beneficiary statistics monthly to Housing and Workforce Solutions (HWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by HWS should HUD implement changes during the term of this Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's Community Planning and Development (CPD) Outcome Performance Measurement System.

22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval from HWS prior to implementing the following "high risk" activities funded with CDBG assistance:

A. Construction of public facilities (project plans and specifications);

B. Acquisition of real property;

C. Historic Preservation;

D. Relocation; and

F. Economic Development

23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain COUNTY's written approval, through its HWS, of the project plans, specifications, and construction documents prior to CITY'S construction of same for all projects consisting of CDBG-funded construction activities. The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to CITY or to any third party by the COUNTY in connection with such matter is for the public purpose of assisting with a community development and housing activity pursuant to the Act, and neither CITY (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the work of construction, improvement, or development of the property.

It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable local jurisdiction land use requirements will permit development of the property and construction of the improvements and the use, operation, and maintenance of such Improvements in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to any local jurisdiction or County permit or other local jurisdiction or County approval necessary for the development of the Property, or waive any applicable local jurisdiction or County requirements relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in connection with approval of the development described herein, (c) guarantee to CITY or any other party any profits from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or rules.

City agrees and acknowledges that it is the responsibility of City to obtain a legal determination at City's sole cost and expense, as to whether prevailing wages must be paid during construction of the Project. If the Project is subject to prevailing wages, then City shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rate. City agrees to indemnify, defend, and hold County harmless from and against any liability arising out of and related to City's failure to comply with any and all Davis Bacon and or prevailing wage requirements.

24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain COUNTY's written approval and authorization to proceed, through HWS, of all CDBG-funded real property acquisition activities.

25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4630, et seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

a. Title to the real property shall vest in CITY;

b. The real property will be held by CITY, or the constructed facility will be maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual Performance and Evaluation Report (CAPER);

c. While held by CITY, the real property or the constructed facility is to be used exclusively for the purposes for which acquisition or construction was originally approved by COUNTY;

d. Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is consistent with the COUNTY'S Five Year Consolidated Plan or the applicable federal regulations governing CDBG funds;

e. Should CITY desire to use the real property or the constructed facility, prior to the completion of the mandatory five-year period, for a purpose not consistent with applicable federal regulations governing CDBG funds or to sell the real property or facility, then:

(1) If CITY desires to retain title, CITY will reimburse COUNTY the amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility; or

(2) If CITY sells the property or facility or is required to sell the property or facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

26. PURCHASE, USE AND REVERSION OF PERSONAL PROPERTY ASSETS

For organizations using CDBG funds for equipment, the following principles apply:

Acquisition (2 CFR 200.313(a)): Title to equipment acquired with CDBG funds is vest-ed in your organization, subject to the conditions described in the following section.

Use (2 CFR 200.313(c)): Your organization must use equipment purchased with CDBG funds for the CDBG program or project as long as needed, whether or not the program or project continues to be supported by Federal funds.

During the time that your organization or its designee is using equipment for the CDBG funded program, you must also make the equipment available for use on other Federally fund-ed projects or programs, provided that such use does not interfere with work on the CDBG funded program (2 CFR 200.313(c)(2)).

When no longer needed for the CDBG funded program, other Federally- supported agencies may use the equipment, in the following order of priority: (i) Activities under a Feder-al award from HUD, then (ii) Activities under Federal awards from other Federal agencies. This includes consolidated equipment for information technology systems (2 CFR 200.313(c)(i)(ii)).

HUD prohibits your organization from using CDBG-acquired equipment to provide services for a fee that competes unfairly with private companies that provide equivalent ser-vices unless specifically authorized by Federal statute (2 CFR 200.313(c)(3)).

With the approval of the grantee, you may trade in equipment acquired with CDBG funds for updated equipment (2 CFR 200.313(c)(4)).

Disposition (2 CFR 200.313(e)): When original or replacement equipment acquired with CDBG funds is no longer needed for the original program or other activities currently or previously assisted with Federal funds, the following rules of disposition will apply:

(1) Equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Federal agency or pass-through entity.

(2) Except as provided in § 200.312(b), or if the Federal agency or pass-through entity fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of $10,000 (per-unit) may be retained or sold by the recipient or subrecipient. However, the Federal agency is entitled to an amount calculated by multi-plying the percentage of the Federal agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

(3) The recipient or subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that the recipient or subrecipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the Federal agency or pass-through entity may direct the recipient or subrecipient to take disposition actions.

PERSONAL PROPERTY – SUPPLIES.

(2 CFR 200.3.14) Title to supplies will vest in your organization upon acquisition, subject to the following conditions:

If there is a residual inventory of unused supplies exceeding $10,000 upon completion of the program and the supplies are not needed for any other Federal award, you may keep the supplies for use in other activities or sell them when the CDBG award or agreement ends. But in either case, you must compensate the grantee for its share. The amount of compensation must be computed in the same manner as for equipment (see 2 CFR 200.313(e)(2)).

As long as the Federal Government retains an interest in the supplies, you must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services (2 CFR 200.314(b)).

- In all cases in which the residual inventory of supplies is sold, the proceeds are considered program income.

27. ENTIRE AGREEMENT. This Supplemental Agreement, including any attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

28. SEVERABILITY. Each section, paragraph and provision of this Supplemental Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

29. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY agrees to

notify in writing, and to cause any subcontractor implementing CDBG-funded Projects to notify, in writing, the Riverside County Workforce Development Center of any and all job openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.

30. MINISTERIAL ACTS. The Director of Housing and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Supplemental Agreement as it may be amended from time-to-time by COUNTY.

31. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no liability for any later determination by the United States Government, the U.S. Department of Housing and Urban Development, or any other person or entity that CITY is or is not eligible under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.

32. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to this Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant Award Number is B-25-UC-06-0506.

33. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form with respect to this Supplemental Agreement, without prior written approval of the COUNTY.

34. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Supplemental Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Supplemental Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

35. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Supplemental Agreement thereafter.

36. JURISDICTION AND VENUE: Any action at law or in equity arising under this Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or

determining the validity of any provision of this Supplemental Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

37. USE OF PROPERTY. Whenever federal CDBG funds or program income are used, in whole or in part, for the purchase of equipment or personal property, the property shall not be transferred from its originally funded use, by CITY or the CITY'S subcontractor implementing the CDBG-funded activity, for a period of five (5) years from the close-out date of the grant from which CDBG assistance was provided. The CITY shall maintain a current inventory for COUNTY monitoring and review.

38. AUTHORITY TO EXECUTE. The persons executing this Supplemental Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement hereby warrant and represent that they have the authority to execute this Supplemental Agreement and warrant and represent that they have the authority to bind the respective parties to this Supplemental Agreement to the performance of its obligations hereunder.

39. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the date the parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on more than one date, then the last date the Supplemental Agreement is signed by a party shall be the effective date.

40. COUNTERPARTS. This Supplemental Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

41. FORCE MAJEURE.

A. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the

cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

42. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representative of COUNTY and CITY respectively.

43. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the dates set forth below.

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

BY: _____
Juan Garcia,
Deputy Director

Date: _____

APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: _____
Paula S. Salcido,
Deputy County Counsel

CITY OF WILDOMAR,
a general law city,

BY: _____
Name:

Title:

Date: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT "R"

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: March 4, 2024

(a) ***Purpose.*** Consistent with Executive Order 13279, entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by Executive Order 13559, entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," and as amended by Executive Order 14015, entitled "Establishment of the White House Office of Faith-Based and Neighborhood Partnerships," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

(b) ***Definitions.*** The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (*i.e.,* via a contract) or awards funds to that provider to carry out an activity (*e.g.,* via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (*e.g.,* flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other

similar means of Government-funded payment is neutral toward religion meaning that it is available to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance wholly as a result of a genuine and independent private choice of the beneficiary, not a choice of the Government. The availability of adequate secular alternatives is a significant factor in determining whether a program affords true private choice.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

Religious exercise has the meaning given to the term in 42 U.S.C. 2000cc-5(7)(A).

(c) ***Equal participation of faith-based organizations in HUD programs and activities.***

(1) Faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity for which they are otherwise eligible. Neither the Federal Government, nor a State, Tribal, or local government, nor any other entity that administers any HUD program or activity, shall discriminate for or against an organization on the basis of the organization's religious character, motives, or affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization.

(2) Nothing in this section shall be construed to preclude HUD from making an accommodation, including for religious exercise, with respect to one or more program requirements on a case-by-case basis in accordance with the Constitution and laws of the United States.

(3) HUD shall not disqualify an organization from participating in any HUD program for which it is eligible on the basis of the organization's indication that it may request an accommodation with respect to one or more program requirements, unless the organization has made clear that the accommodation is necessary to its participation and, in accordance with the Constitution and laws of the United States, HUD has determined that it would deny the accommodation.

(4) In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding opportunity, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) ***Independence and identity of faith-based organizations.***

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs; provided that, it does not use direct Federal financial assistance, whether received through a prime award or sub-award, to support or engage in any explicitly religious activities, including

activities that involve overt religious content such as worship, religious instruction, or proselytization.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without concealing, altering, or removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section, and include religious references in its organization's mission statements and other governing documents.

(e) ***Explicitly religious activities.*** If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(f) ***Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.*** If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) ***Nondiscrimination and beneficiary notice requirements***—(1) *Nondiscrimination.* Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services supported in whole or in part with Federal financial assistance, or in their outreach activities related to such services, discriminate against a beneficiary or prospective beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program.

(2) ***Beneficiary notice.***

(i) An organization providing services under a program supported by direct Federal financial assistance from HUD, or an entity that administers indirect Federal financial assistance from HUD, must give written notice to beneficiaries and prospective beneficiaries of certain protections in a manner and form prescribed by HUD, including by incorporating

the notice into materials that are otherwise provided to beneficiaries. The required language for this written notice to beneficiaries is set forth in appendix C to this subpart.

(ii) For the Housing Choice Voucher (HCV), Project-Based Voucher (PBV), and Section 8 Moderate Rehabilitation programs, the respective recipient (*i.e.,* Public Housing Agency) is required to provide the written beneficiary notice. For the Housing Opportunities for Persons with AIDS (HOPWA) program, the grantee or project sponsor that is responsible for making eligibility determinations is required to provide the written beneficiary notice. For the Continuum of Care (CoC) and Emergency Solutions Grants (ESG) programs, the recipient or subrecipient that is responsible for determining the eligibility of each family or individual is required to provide the written beneficiary notice. The participating or prospective providers (landlords) are not responsible for providing the written beneficiary notice for indirect aid recipients. The notice must include the following information:

(A) Nondiscrimination requirements of paragraph (g)(1) of this section;

(B) Notification that a beneficiary or prospective beneficiary may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Center for Faith-Based and Neighborhood Partnerships or the intermediary that awarded funds to the organization; and

(C) For direct Federal financial assistance only, prohibitions with respect to explicitly religious activities as set forth in paragraph (e) of this section.

(3) ***Notice timing.*** The written notice described in paragraph (g)(2) of this section must be given to a prospective beneficiary prior to the time the prospective beneficiary enrolls in the program or receives services from the program. When the nature of the service provided or exigent circumstances make it impracticable to provide such written notice in advance of the actual service, an organization must advise beneficiaries of their protections at the earliest available opportunity.

(4) ***Alternative option information.*** HUD may determine that the notice described in paragraph (g)(2) of this section must inform each beneficiary or prospective beneficiary about how to obtain information from HUD, or a State agency or other entity administering the applicable program, about other federally funded service providers in their area that provide the services available under the applicable program.

(h) ***No additional assurances from faith-based organizations.*** A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding opportunity, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character, motives, or affiliation, must carry out eligible activities in accordance with all program requirements, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities, subject to any accommodations that are granted to organizations on a case-by-case basis in accordance with the Constitution and laws of the United

States. No notice of funding opportunity, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering financial assistance from HUD shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities on the basis of the organization's religious character, motives, or affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to disqualify a similarly situated secular organization.

(i) ***Exemption from Title VII employment discrimination requirements.*** A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) ***Acquisition, construction, and rehabilitation of structures.*** Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) ***Commingling of Federal and State, tribal, and local funds.*** If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(l) ***Tax exempt organizations.*** In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will

specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

(1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;

(2) A statement from a State or other governmental taxing body or the State secretary of State certifying that—

(i) The organization is a nonprofit organization operating within the State; and

(ii) No part of its net earnings may benefit any private shareholder or individual;

(3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant; or

(4) Any item described in paragraphs (l)(1) through (3) of this section, if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate.

(m) ***Rule of construction.*** Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

[69 FR 41717, July 9, 2004, as amended at 80 FR 75934, Dec. 7, 2015; 81 FR 19416, Apr. 4, 2016; 85 FR 82315, Dec. 17, 2020; 89 FR 15711, Mar. 4, 2024]

EXHIBIT "S"

Economic Opportunities for Low- and Very Low-Income Persons
CONTRACT REQUIREMENTS
24 CFR Part 75

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75. 5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in §75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

Additional Federal Requirements (AFR)

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR *Part 570)* and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards *(2 CFR Part 200)*. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. ***Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, general identity or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex sexual orientation, general identity or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, sexual orientation, general identity or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. ***Copeland "Anti-Kickback" Act*** *(18 U.S.C. 874 and 40 U.S.C.A. Section 3145):* All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. ***Davis-Bacon Act, as amended*** *(40 U.S.C.A. Section 3141-3148):* When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. *A. Section 3141-3148*) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. ***Contract Work Hours and Safety Standards Act*** *(40 U.S.CA.. 32701 through 3708):* Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701–3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the

standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. ***Rights to Inventions Made Under a Contract or Agreement***— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. ***Rights to Data and Copyrights*** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).

7. ***Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:***—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C.A. 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. ***Byrd Anti-Lobbying Amendment*** *(31 U.S.C.A. 1352)*— Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. ***Debarment and Suspension*** *(Executive Orders (E.O. s) 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***— The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103)requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 2425.

11. ***Access to Records and Records Retention***: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time

as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. ***Federal Employee Benefit Clause:*** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. ***Energy Efficiency*:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

14. ***Procurement of Recovered Materials (2 CFR 200.322.)*** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. ***Build America, Buy America (BABA) Act:*** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

16. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ('domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.

EXHIBIT A

SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)

I. GENERAL INFORMATION

CITY NAME: City of Wildomar UEI #: MBBTL193MHO1

ADDRESS: 23873 Clinton Keith Road, Suite #110

Wildomar, CA 92595

PROGRAM CONTACTS: Chris Mann, Interim City Manager

PHONE: (951) 677-7751 FAX: (951) 698-1463

E-MAIL: cmann@wildomar.gov

PROJECT NAME: Sedco Sidewalk Project

PROJECT LOCATION: Mission Trail between Elberta Road and Malaga Road, Wildomar, CA 92595

LEVEL OF ENVIRONMENTAL CLEARANCE: _____

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **$129,415**

Project to be administered by County (HWS) on behalf of City: YES ☐ NO ☒

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2025-2026** Community Development Block Grant for the **Sedco Sidewalk Project** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The City of Wildomar will utilize CDBG funds to replace, reconstruct, and install compliant sidewalks along Mission Trail between Elberta Road and Malaga Road. Improvements include, but are not limited to, constructing class II bike lanes and replacing the driveway to the Sedco Community Center. Eligible expenses will consist of design, construction, project management, and other related costs.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1: *Replace, reconstruct, and install compliant sidewalks along Mission Trail between Elberta Road and Malaga Road.*

Activity #2: *Design, construction, project management, compliance monitoring, inspection, and other related expenses*

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one):
- ☒ Creating Suitable Living Environments
- ☐ Providing Decent Affordable Housing
- ☐ Creating Economic Opportunities

Outcome (select one):
- ☐ Availability/Accessibility
- ☐ Affordability
- ☒ Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **$129,415** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	X	$100,000	$229,415	
Project Administration Costs	X			
Construction Costs	X			
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs	X			
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	**$129,415**	$100,000	$229,415	

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL	State/Local	$100,000					$100,000
PRIVATE							
OTHER							

TOTAL: $100,000

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

I Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
iii. Records required to determine the eligibility of activities;
iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

Tasks / Milestone	Start Date	Completion Date
Complete CDBG Training	September 2025	September 2025
Implement Project Activities	Upon Notification from HWS	
Execute Supplemental Agreement & Notice to Incur Cost	September 2025	January 2026

Tasks / Milestone	Start Date		Completion Date
Submit Quarterly Performance Reports to County	October 2025	Through	June 2026
County Monitoring of City Program/Performance	To be determined by Program Manager		

Specific Project Activities

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes City to advertise for bids
4. HWS reviews and approves bidding process
5. City awards construction contract
6. City and HWS conduct "pre-construction meeting"
7. HWS authorizes City to issue "Notice to Proceed"

City Submits Reimbursement Requests

Monthly Submittal ☐

Other Schedule ☒ To be determined by Program Manager

CDBG-funded Project Complete June 30, 2027

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

City must follow proper procurement and construction policies and procedures of the City and CDBG regulations. No construction will shall commence using CDBG funding without prior Notice to Proceed. Pre-Construction meeting required. City is required to contact the County Program Manager for review prior to submission of RFP, construction activity or cost without prior written approval. County must be contacted 10 days in advance for attendance of Pre-Construction meeting. Original Certified payrolls to be submitted on a weekly basis to County.

DRAFT 9.10.25

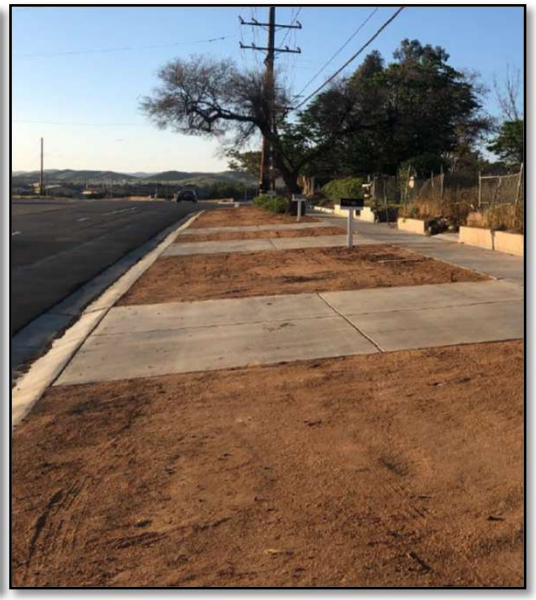
CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Mission Trail/Sedco Sidewalk (CDBG) (Phase 3)**	**CIP NO.:**	044-3	**DEPT:**	Public Works
LOCATION:	Mission Trail (between Malaga Rd. and Elberta Ave.)	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Cameron Luna
INITIATED:	FY 19/20				

PROJECT DESCRIPTION AND EXHIBIT

This project will design and construct curb, gutter, sidewalk, and driveway approaches on the east side of Mission Trail. This is Phase 3 of the Sedco (Mission Trail) sidewalk project which will create a contiguous walking path on Mission Trail from Malaga Rd. to Olive St.

This project closes a key infrastructure "gap" where these improvements would enhance the mobility of pedestrians and provide new connectivity to amenities like Malaga Park, and other regional points of interest like Lake Elsinore Storm Stadium.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	20,000				20,000	-	-	-	-
Right-of-Way	10,000				10,000	-	-	-	-
Construction	1,155,000				1,155,000	-	-	-	-
Const Admin/Inspect.	158,000				158,000	-	-	-	-
Total Cost:	**$ 1,343,000**				**$ 1,343,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
206 - CDBG	$ 261,930				$ 261,930	$ -	$ -	$ -	$ -
120 - Measure AA	-				-	-	-	-	-
201 - Measure A	188,000				188,000	-	-	-	-
202 - TDA Fund	726,000				726,000	-	-	-	-
Unfunded	167,070				167,070	-	-	-	-

APPROVED

6.11.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Mission Trail/Sedco Sidewalk (CDBG) (Phase 3)**	**CIP NO.:**	044-3	**DEPT:**	Public Works
LOCATION:	Mission Trail (between Malaga Rd. and Elberta Ave.)	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Cameron Luna
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PROJECT DESCRIPTION AND EXHIBIT

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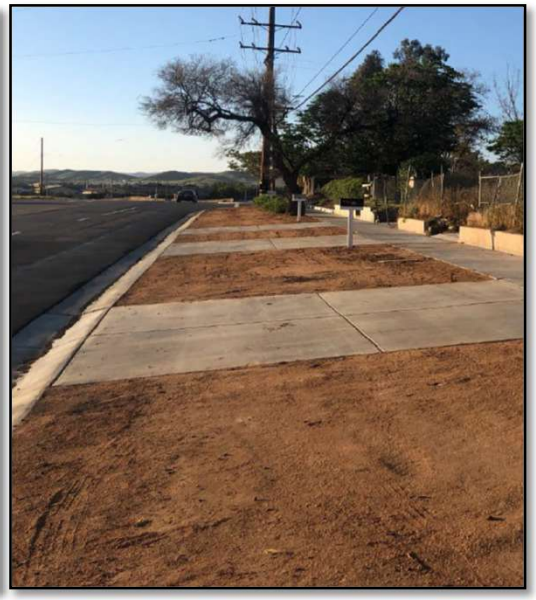

PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	20,000				20,000	-	-	-	-
Right-of-Way	10,000				10,000	-	-	-	-
Construction	1,155,000				1,155,000	-	-	-	-
Const Admin/Inspect.	158,000				158,000	-	-	-	-
Total Cost:	**$ 1,343,000**				**$ 1,343,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
206 - CDBG	$ 132,515				$ 132,515	$ -	$ -	$ -	$ -
120 - Measure AA	-				-	-	-	-	-
201 - Measure A	188,000				188,000	-	-	-	-
202 - TDA Fund	726,000				726,000	-	-	-	-
Unfunded	296,485				296,485	-	-	-	-

SUBJECT: Ordinance amending Chapter 12.12 of the Wildomar Municipal Code related to City Parks and Open-Space prohibitions.

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 12.12 (CITY PARKS AND OPEN-SPACE AREAS) OF THE WILDOMAR MUNICIPAL CODE

SUMMARY:
Amending the Wildomar Municipal Code to be consistent with the recommendation from City Council.

BACKGROUND:
In 2008, the City Council adopted Chapter 12.12.010 of the Wildomar Municipal Code (WMC), establishing regulations that outline prohibited activities within City parks and open-space areas. Since its incorporation, this section of the code has not been updated, despite the City's continued growth and the addition of new parks. Over time, internal procedures for managing park facility requests have also been developed to better serve the community.

As part of these operational improvements, barrier gates were installed at Marna O'Brien Park to secure the facility during non-operating hours. These gates are closed nightly by a contracted security service. While there have been occasional instances of vehicles being left in the park overnight, the security contractor promptly notifies City staff, and to date, no vehicles have required towing under the existing 144-hour limit.

The current code also establishes requirements for City Council approval of commercial solicitation requests in parks and open spaces. Companies seeking to conduct business activities in City parks are reviewed on a case-by-case basis, with requests presented to the Council when appropriate.

DISCUSSION:
At the request of Council Member Morabito, staff reviewed Wildomar Municipal Code § 12.12.010 in response to recent inquiries from local businesses seeking to use Marna O'Brien Park for commercial purposes. Under the current process, such requests require City Council approval, which has led many applicants to pursue alternative venues. This highlighted the need to revisit the City's approach to both commercial activity in parks and parking regulations.

In parallel, the City recently updated its parking regulations within the public right-of-way. As part of that effort, staff and Council identified the importance of ensuring consistency between those regulations and the provisions in the municipal code governing City parks. During the August 13, 2025, City Council meeting, proposed amendments were presented to address these issues, focusing specifically on unoccupied vehicles and trailers in parks and the administration of commercial use requests. The revisions now before the Council reflect the guidance provided at that meeting.

The first amendment, to Section B.5, replaces the existing 144-hour limit for unoccupied vehicles and trailers with a clear prohibition on overnight parking in City parks. This change is consistent with Vehicle Code Section 22519, which authorizes local agencies to regulate parking in off-street facilities they own or operate. Implementation will require installation of signage to notify the public and support enforcement.

The second amendment, to Section B.13, updates the approval process for park facility leases. Instead of requiring City Council action, the revised language authorizes administrative approval by City staff. This adjustment streamlines the process, reduces delays, and provides greater flexibility in facilitating community use of park facilities.

ENVIRONMENTAL ANALYSIS:
Adoption of this ordinance amendment is not a project within the meaning of section 15378 of the CEQA guidelines because it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and it involves continuing administrative activities under Section 15378(b)(2) of the CEQA Guidelines.

FISCAL IMPACT:
The primary fiscal impact of this ordinance amendment will be the fabrication and installation of signage necessary to enforce the overnight parking prohibition. The estimated cost of $650.00 can be accommodated within the existing Community Services Department budget without requiring additional appropriations.

Additionally, shifting lease approvals from City Council to administrative staff is anticipated to enhance efficiency and increase facility utilization. By streamlining the rental process, the City can generate additional revenue through expanded access to park facilities by community organizations. Based on recent interest, staff estimates this adjustment could result in approximately $1,500.00 in additional annual rental income.

ATTACHMENTS:
Chapter 12.12.010 - Ordinance Amendment.pdf
WMC Chapter 12.12.010 Redlined.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 12.12 (CITY PARKS AND OPEN-SPACE AREAS) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, the City Council of the City of Wildomar, pursuant to police powers delegated to it by the California Constitution, has the authority to enact legislation that promotes the public health, safety, and general welfare of its residents; and

WHEREAS, the City desires to make amendments to Chapter 12.12 City Parks and Open Space Areas, of the Wildomar Municipal Code, to address overnight parking and solicitation within city parks; and

WHEREAS, these amendments are authorized by the authority under Section 326.5 of the Penal Code; and

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

SECTION 1. AMENDMENT OF CHAPTER 12.12 OF THE WILDOMAR MUNICIPAL CODE

Section 12.12.010 of Chapter 12.12 of the Wildomar Municipal Code is amended in its Section B to read as follows:

B. Within the boundaries of any such park or open-space area it is unlawful:

1. To drive or otherwise operate a vehicle or to ride a bicycle upon any surface other than those appropriately signed, maintained and open to the public for purposes of such travel, except that vehicles may use such temporary parking areas as may be designated by appropriate signs. This provision does not apply to any vehicle being used for authorized City business, nor to any police or other emergency vehicle performing an authorized mission, nor to a vehicle which is within a park or open-space area pursuant to written permission of the City. This provision does not apply to any wheelchair carrying a physically incapacitated person;

2. To throw upon, along, or across any public street or driveway any snowball or any object capable of causing personal injury or damage to personal property, or to throw any such snowball or object at or toward or in the vicinity of any vehicle standing or moving along, upon, or across any such street or driveway;

3. To hitch or pull by any vehicle upon, along or across any public street or driveway, a toboggan, sled, skis or any other type of winter sports equipment; or for any person to use a toboggan, sled, skis or any other type of winter sports equipment upon, along or across any public street or driveway; or for any person to hitch or pull by any vehicle anyone on a skateboard or skates;

4. To operate or drive any vehicle at a speed in excess of 15 miles per hour or in a reckless manner;

5. To leave standing overnight any unoccupied vehicle, tent, or unoccupied trailer, . Enforcement personnel may tag or tow such vehicles or trailers suspected of violating this provision.;

6. To practice, carry on, conduct, or solicit for any trade, occupation, business, or profession; or to sell or offer for sale any merchandise, article, or anything whatsoever. This provision shall not apply to any person acting pursuant to written authorization granted by the City;

7. To cause, permit, or allow any animal owned or possessed by anyone, or any animal in the custody or control of any person, to be present except:
    a. Equine animals being led or ridden under reasonable control upon a bridle path or trail authorized and provided for such purpose,
    b. Equine or other animals which are hitched or fastened at a place expressly authorized and designated for such purpose,
    c. Dogs or cats when caged, or when led by a cord or chain not more than six feet long, or when confined by the interior of a vehicle,
    d. Dogs which have been specially trained and are being used by blind or disabled persons to aid and guide them in their movements,
    e. Small pets which are continuously kept on the person of the possessor at all times,
    f. In connection with activities authorized by the City and in accordance with all conditions attached to such authorization,
    g. Fowl or animals turned loose at the direction or with the written permissionof the City;
8. To own, or have custody, possession, or control of any animal and to fail to collect, pick up, and remove all fecal matter or debris promptly after it has been deposited by the animal. This provision shall not apply to guide dogs for the blind or disabled persons;

9. To disturb the peace and quiet therein by any undue loud or unusual noise, or by tooting, blowing, or sounding any automobile siren, horn or signal or any noise-making device, or by any tumultuous conduct;

10. To cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, structure, apparatus, or property; or to pluck, pull up, cut, take, or remove any shrub, bush, plant, or flower; or to mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

11. To violate any regulation for any park or open-space area as established by the City;

12. To cut or remove, any wood, turf, grass, soil, rock, sand, gravel, or fertilizer. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

13. Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City Staff ;

14. To make or kindle a fire except in stoves, fire circles, or other facilities specifically provided by the City for such purpose. No fire shall be lit or maintained between the hours of 10:00 p.m. and 6:00 a.m. except by written permission of the City;

15. To be present before or after the posted closing time, except when lawfully in attendance at an event approved by the City or as a paid camper;

16. To cook any meal except in areas authorized and provided by the City for such use;

17. To dispose of dishwater or other waste liquids, or dispose of any garbage, empty container, or other solid waste material other than in receptacles or other facilities provided for such disposal;

18. To play or bet at or against any game which is played, conducted, dealt, or carried on with cards, dice, or other device for money, chips, shells, credit or any other thing of or redeemable for value; or to maintain or exhibit any gambling table or other instruments of gambling or gaming. This provision shall not apply to simulated gambling games or to bingo games when conducted by a nonprofit

organization during fund raising events pursuant to written permission of the City and in compliance with all other applicable law;

19. To discharge a firearm, or play or engage in model airplane flying, driving of golf balls, archery, or any game of a hazardous nature, except at such location as shall be specifically set apart and authorized by the City for such purpose;

20. To act in a riotous, boisterous, threatening or indecent manner, or to use abusive, threatening, profane or indecent language in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of such park or open-space area or of nearby properties;

21. To distribute any handbill or circular, or to post, place or erect any bill, notice, paper, or advertising device or matter of any kind, except pursuant to written permission of the City;

22. To hold any meeting, service, concert, exercise, parade, or exhibition without prior written authorization from the City; except that this provision shall not be construed to deprive any person of a right protected by state or federal law;

23. To hunt, frighten, chase, set a snare for, catch, injure, or maltreat any domestic or other animal, or to fish with hook and line, seine, trap, spear or net, or by any other means, in any pond, lake, stream, or water, except a place authorized and provided for such purpose. This provision shall not apply to law enforcement personnel, animal control officers, or City employees or contractors acting within the scope of their official duties or contract obligations;

24. To urinate or defecate in other than a permanent or temporary restroom; or to use any restroom, washroom, or dressing facility when it has been designated for persons of the opposite sex. This provision shall not apply to children six years of age or younger when accompanied into such facility by an adult;

25. To ride any skateboard or bicycle, except at or on locations authorized and provided for such purpose; and elsewhere within a park or open-space area skateboards shall be carried and bicycles shall be dismounted and pushed;

26. To cause the amplification of sound, except pursuant to written permission of the City and in compliance with the following condition: the location of each bandstand or gathering and the position of each loudspeaker shall be as specified in writing by the City so as to cause the least amount of disturbance to other persons, both within and without the park or open-space area.

SECTION 2. **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Adoption of this ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves continuing administrative activities under Section 15378(b)(2) of the CEQA Guidelines.

SECTION 3. SEVERABILITY

If any portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE

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

SECTION 5. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 10th day of September 2025

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CHAPTER 12.12
CITY PARKS AND OPEN-SPACE AREAS

§ 12.12.010. Prohibitions.

A. Within the limits of any park or open-space area belonging to or operated by the City of Wildomar, it shall be unlawful for any person to do or commit, or for any person, firm or corporation to cause or permit to be done or committed, any act specified in subsection B of this section.

B. Within the boundaries of any such park or open-space area it is unlawful:

1. To drive or otherwise operate a vehicle or to ride a bicycle upon any surface other than those appropriately signed, maintained and open to the public for purposes of such travel, except that vehicles may use such temporary parking areas as may be designated by appropriate signs. This provision does not apply to any vehicle being used for authorized City business, nor to any police or other emergency vehicle performing an authorized mission, nor to a vehicle which is within a park or open-space area pursuant to written permission of the City. This provision does not apply to any wheelchair carrying a physically incapacitated person;

2. To throw upon, along, or across any public street or driveway any snowball or any object capable of causing personal injury or damage to personal property, or to throw any such snowball or object at or toward or in the vicinity of any vehicle standing or moving along, upon, or across any such street or driveway;

3. To hitch or pull by any vehicle upon, along or across any public street or driveway, a toboggan, sled, skis or any other type of winter sports equipment; or for any person to use a toboggan, sled, skis or any other type of winter sports equipment upon, along or across any public street or driveway; or for any person to hitch or pull by any vehicle anyone on a skateboard or skates;

4. To operate or drive any vehicle at a speed in excess of 15 miles per hour or in a reckless manner;

5. To leave standing overnight ~~for more than 144 hours~~ any unoccupied vehicle, tent, or unoccupied trailer, ~~except in areas designated for the storage of unoccupied tents and trailers~~. Enforcement personnel may tag or tow such vehicles or trailers suspected of violating this provision.;

6. To practice, carry on, conduct, or solicit for any trade, occupation, business, or profession; or to sell or offer for sale any merchandise, article, or anything whatsoever. This provision shall not apply to any person acting pursuant to written authorization granted by the City;

7. To cause, permit, or allow any animal owned or possessed by anyone, or any animal in the custody or control of any person, to be present except:

   a. Equine animals being led or ridden under reasonable control upon a bridle path or trail authorized and provided for such purpose,

   b. Equine or other animals which are hitched or fastened at a place expressly

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authorized and designated for such purpose,

c. Dogs or cats when caged, or when led by a cord or chain not more than six feet long, or when confined by the interior of a vehicle,

d. Dogs which have been specially trained and are being used by blind or disabled persons to aid and guide them in their movements,

e. Small pets which are continuously kept on the person of the possessor at all times,

f. In connection with activities authorized by the City and in accordance with all conditions attached to such authorization,

g. Fowl or animals turned loose at the direction or with the written permission of the City;

8. To own, or have custody, possession, or control of any animal and to fail to collect, pick up, and remove all fecal matter or debris promptly after it has been deposited by the animal. This provision shall not apply to guide dogs for the blind or disabled persons;

9. To disturb the peace and quiet therein by any undue loud or unusual noise, or by tooting, blowing, or sounding any automobile siren, horn or signal or any noise-making device, or by any tumultuous conduct;

10. To cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, structure, apparatus, or property; or to pluck, pull up, cut, take, or remove any shrub, bush, plant, or flower; or to mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

11. To violate any regulation for any park or open-space area as established by the City;

12. To cut or remove, any wood, turf, grass, soil, rock, sand, gravel, or fertilizer. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

13. Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City Staff ~~Council~~;

14. To make or kindle a fire except in stoves, fire circles, or other facilities specifically provided by the City for such purpose. No fire shall be lit or maintained between the hours of 10:00 p.m. and 6:00 a.m. except by written permission of the City;

15. To be present before or after the posted closing time, except when lawfully in attendance at an event approved by the City or as a paid camper;

16. To cook any meal except in areas authorized and provided by the City for such use;

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17. To dispose of dishwater or other waste liquids, or dispose of any garbage, empty container, or other solid waste material other than in receptacles or other facilities provided for such disposal;

18. To play or bet at or against any game which is played, conducted, dealt, or carried on with cards, dice, or other device for money, chips, shells, credit or any other thing of or redeemable for value; or to maintain or exhibit any gambling table or other instruments of gambling or gaming. This provision shall not apply to simulated gambling games or to bingo games when conducted by a nonprofit organization during fund raising events pursuant to written permission of the City and in compliance with all other applicable law;

19. To discharge a firearm, or play or engage in model airplane flying, driving of golf balls, archery, or any game of a hazardous nature, except at such location as shall be specifically set apart and authorized by the City for such purpose;

20. To act in a riotous, boisterous, threatening or indecent manner, or to use abusive, threatening, profane or indecent language in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of such park or open-space area or of nearby properties;

21. To distribute any handbill or circular, or to post, place or erect any bill, notice, paper, or advertising device or matter of any kind, except pursuant to written permission of the City;

22. To hold any meeting, service, concert, exercise, parade, or exhibition without prior written authorization from the City; except that this provision shall not be construed to deprive any person of a right protected by state or federal law;

23. To hunt, frighten, chase, set a snare for, catch, injure, or maltreat any domestic or other animal, or to fish with hook and line, seine, trap, spear or net, or by any other means, in any pond, lake, stream, or water, except a place authorized and provided for such purpose. This provision shall not apply to law enforcement personnel, animal control officers, or City employees or contractors acting within the scope of their official duties or contract obligations;

24. To urinate or defecate in other than a permanent or temporary restroom; or to use any restroom, washroom, or dressing facility when it has been designated for persons of the opposite sex. This provision shall not apply to children six years of age or younger when accompanied into such facility by an adult;

25. To ride any skateboard or bicycle, except at or on locations authorized and provided for such purpose; and elsewhere within a park or open-space area skateboards shall be carried and bicycles shall be dismounted and pushed;

26. To cause the amplification of sound, except pursuant to written permission of the City and in compliance with the following condition: the location of each bandstand or gathering and the position of each loudspeaker shall be as specified in writing by the City so as to cause the least amount of disturbance to other persons, both within and without the park or open-space area.

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(Ord. 18 § 2, 2008, RCC § 12.28.010)

§ 12.12.020. Reservations.

A. The Community Services Director shall be responsible for scheduling and controlling the use of parks and open-space areas, or portions thereof, for the benefit of and participation by interested public and private persons and groups.

B. Persons or groups may request the City to reserve the use of a park or open-space area or portions thereof. Persons or groups from within the City shall be given priority over persons or groups from outside the City if a conflict in scheduling arises. Requests for such reservations shall be submitted to the Community Services Director upon district forms no less than 30 working days in advance of the requested reservation. The Community Services Director may permit a shorter advance request time for good cause shown. If the Community Services Director is satisfied that the request will not unreasonably interfere with the use of the park or open-space area by other persons, and without disturbing the peace of the surrounding neighborhood, then the reservation may be granted upon such conditions as the Community Services Director deems necessary.

C. The Community Services Director will issue reservation confirmations as necessary to verify the granting of such reservations. If a reservation request is denied, the Community Services Director shall specify in writing the grounds for such denial.

(Ord. 18 § 2, 2008, RCC § 12.28.020)

§ 12.12.030. Enforcement.

The Community Services Director shall have the primary responsibility for enforcement of this chapter. The Police Department and other law enforcement agencies are given permission to enter the public and restricted parts of all City parks and open-space areas to maintain public order or to prevent, remedy, or take other appropriate action with regard to violations of the provisions of this chapter or of other applicable laws or regulations.

(Ord. 18 § 2, 2008, RCC § 12.28.030)

§ 12.12.040. Penalty for violation.

A. Any person convicted of a violation of this chapter shall be: (1) guilty of an infraction offense and punished by a fine of not less than $50.00 but not to exceed $100.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine of not less than $100.00 for a second violation of this chapter within one year. The third and any additional violation of this chapter within one year shall constitute a misdemeanor offense and shall be punishable by a fine of not less than $500.00 but not to exceed $1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Any person violating any provision of this chapter shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this chapter is committed, continued, or permitted. Payment of any penalty shall not relieve an individual from the responsibility for correcting the violation.

B. In addition to any other penalty for violation of this chapter, the Community Services Director, City employees, or appropriate law enforcement officers may require the violator

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to immediately leave the park or open-space area and to remain out of all City parks and open-space areas for the remainder of the day on which the violation occurred or other appropriate period.

(Ord. 18 § 2, 2008, RCC § 12.28.040)

§ 12.12.050. Notice of prohibitions.

The Community Services Director shall give public notice of the prohibitions set forth in Section 12.12.010(B) of this chapter by posting one or more signs in appropriate places within or at the entrance to each park or open-space area for which one or more of such prohibitions apply.

(Ord. 18 § 2, 2008, RCC § 12.28.050)

§ 12.12.060. Severability.

If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this chapter which can be given effect without the invalid provision or application; and the provisions of this chapter are declared to be severable.

(Ord. 18 § 2, 2008, RCC § 12.28.060)

§ 12.12.070. Public nuisance declaration.

A violation of any provision of this chapter is declared to be a public nuisance and may be abated by the enforcement officer (or other appropriate City employee) or may be enjoined by court action filed by the health officer (or other appropriate City employee) irrespective of, and in addition to, any other remedy herein provided.

(Ord. 18 § 2, 2008, RCC § 12.28.070)

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CITY OF WILDOMAR
JOINT REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: September 10, 2025

SUBJECT: Health Benefit Allotment Contribution Structure

SUBMITTED BY: Emily Wolf

ACTION:
1. Approve a Resolution entitled:

RESOLUTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE CITY'S HEALTH BENEFIT ALLOTMENT CONTRIBUTION STRUCTURE AND UPDATING THE PERSONNEL RULES TO REFLECT THE OPTION FOR CASH-IN-LIEU

2. Approve a supplemental appropriation totaling $9,593 to cover the cost of additional health coverage for the remainder of the year which will be allocated to the funds as follows: $804.54 in General Fund 100, $4,412.52 in Gas Tax 200, $735.25 in Measure AA 120, $2,781.84 in Measure Z 690, and $858.53 in Cemetery Fund 300.

SUMMARY:

This item establishes the City's contribution rates for the employee Health Benefit Allotment for the 2026 Plan Year and sets a new contribution structure beginning in the 2027 Plan Year. It also amends the Personnel Rules to provide a cash-in-lieu option for employees who receive medical insurance through other coverage.

BACKGROUND:

The City of Wildomar contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance to staff, with premiums determined through a pooled rate structure established by CalPERS. To help offset the cost of health coverage, the City provides a Health Benefit Allotment to eligible employees, which may be applied toward medical, dental, vision, and other eligible expenses. These contributions are reviewed periodically to ensure they remain competitive, fiscally responsible, and supportive of the City's goals for employee recruitment and retention, while also aligning with broader industry practices.

For Plan Year 2026, adjustments to the Health Benefit Allotment are proposed using the most recent Kaiser medical premium rates provided by CalPERS, along with anticipated dental and vision rates. Beginning in Plan Year 2027, the City recommends implementing changes to provide full coverage for employees enrolled in Employee Only plans, while continuing to

uphold a balanced cost-sharing approach for dependent coverage. The contribution structure established in 2027 will serve as the ongoing framework in future years and will adjust proportionally as the cost of benefits increases.

DISCUSSION:

Staff reviewed the current health insurance selections of employees, as well as the increased medical insurance costs set by CalPERS. Approximately 40 percent of employees are enrolled in the Kaiser plan, which represents the largest enrollment group. Accordingly, staff used the 2026 Plan Year premiums for Kaiser medical insurance, along with anticipated dental and vision costs, as the basis for recommending a Health Benefit Allotment contribution structure that will adjust as premiums change over time.

Staff recommend that in Plan Year 2026, the City's contribution to the Health Benefit Allotment be structured to provide support across all coverage levels. Employees who elect Employee Only coverage would receive a flat allotment of $1,339 per month for the 2026 Plan Year, consistent with the contribution level currently provided. The Employee Only tier represents the largest portion of the City's workforce enrolled in health coverage, and maintaining this contribution level for one additional year will allow this employee group time to adjust to the City's revised benefit structure. Employees who enroll in Employee +1 coverage would receive an 85 percent City contribution toward the total cost of medical premiums, based on Kaiser rates provided by CalPERS, together with the anticipated dental and vision rates for the Plan Year. Employees who select Employee +Family coverage would receive a 70 percent City contribution toward the total cost of medical, dental, and vision premiums, using Kaiser CalPERS rates as the basis for medical coverage. In addition, it is recommended that the City continue providing the Public Employees' Medical & Hospital Care Act (PEMHCA) minimum employer contribution required toward medical, dental, and vision costs, as established annually by CalPERS.

Coverage Level	Health Benefit Allotment	PEMHCA	Total
Employee Only	$1,339.00	$162.00	$1,501.00
Employee + 1	$1,785.82	$162.00	$1,947.82
Employee + Family	$1,919.14	$162.00	$2,081.14

Beginning with the 2027 Plan Year, staff propose that the contribution structure remains largely the same, with the exception of Employee Only coverage. At that time, the City's contribution would be updated to 100 percent of the cost of Employee Only coverage, which includes medical, dental, and vision, based on Kaiser CalPERS rates and anticipated dental and vision costs. The contribution levels for Employee +1 and Employee +Family coverage would remain unchanged at 85 percent and 70 percent, respectively.

To provide additional flexibility for employees, staff is also recommending the introduction of a

cash-in-lieu option beginning in Plan Year 2026. Employees who already receive insurance through an alternative policy, such as coverage through a spouse, and who waive the full Health Benefit Allotment, would be eligible to receive a cash-in-lieu payment of $250 per month. This recommendation, together with the proposed contribution structure, is intended to establish a sustainable framework that will adjust as medical, dental, and vision premiums increase in future years.

ACCOUNT CODE:

Budget Adjustments:
Fund 100: $804.54
Fund 120: $735.25
Fund 200: $4,412.52
Fund 690: $2,781.84
Fund 300: $858.53

FISCAL IMPACT:

The estimated fiscal impact for the remainder of Fiscal Year 2025/26 is approximately $9,593. This will require a supplemental appropriation in the General Fund of $804.54. Gas Tax will have an additional appropriation of $4,412.52. Measure AA will have an additional appropriation of $735.25. Measure Z and the Cemetery Fund will also have supplemental appropriations in the amounts of $2,781.84 and $858.53, respectively. The impact for Fiscal Year 2026/27 is estimated to be a savings of $30,222.50 spread across funds accordingly.

ATTACHMENTS:

Resolution.docx
Exhibit A. Personnel Rules and Regulations
Actual Calculations.xlsx
Presentation_New.pdf

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE CITY'S HEALTH BENEFIT ALLOTMENT CONTRIBUTION STRUCTURE AND UPDATING THE PERSONNEL RULES TO REFLECT THE OPTION FOR CASH-IN-LIEU

WHEREAS, the City of Wildomar contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance to staff, and also provides a Health Benefit Allotment to help offset the cost of medical, dental, and vision coverage; and

WHEREAS, the City reviewed current employee health insurance selections and the increased costs set by CalPERS, noting that Kaiser is the most utilized plan, and wishes to base Health Benefit Allotment contributions on the 2026 Kaiser medical premiums along with anticipated dental and vision rates; and

WHEREAS, the City wishes to set contribution levels for Plan Year 2026 and establish a structure for Plan Year 2027 and beyond that adjusts with changes in premium costs, while also continuing the City's contribution of the annual PEMHCA minimum; and

WHEREAS, the City further wished to provide a cash-in-lieu option beginning in Plan Year 2026 for employees with alternate insurance coverage, in the amount of $250 per month and updating the Personnel Rules and Regulations to reflect this change.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wildomar, California, as follows:

SECTION I. The City Council hereby establishes the Health Benefit Allotment contribution structure for the 2026 Plan Year as follows:

- Employee Only coverage: $1,339 per month.
- Employee +1 coverage: 85 percent of the total cost of medical, dental, and vision premiums based on the Kaiser plan.
- Employee +Family coverage: 70 percent of the total cost of medical, dental, and vision premiums based on the Kaiser plan.

SECTION II. Beginning in the 2027 Plan Year, the contribution structure shall remain the same for dependent coverage, while Employee Only coverage shall be set at 100 percent of the total cost of medical, dental, and vision premiums. This contribution structure shall continue in future plan years and adjust proportionally as premiums change.

SECTION III. The City shall continue to contribute the PEMHCA minimum employer contribution toward medical, dental, and vision premiums each year, as established annually by CalPERS.

SECTION IV. Effective Plan Year 2026, the Personnel Rules and Regulations, attached as Exhibit A, are hereby amended to include a cash-in-lieu option. Employees who provide proof of alternative health insurance coverage and waive the full Health Benefit Allotment shall be eligible to receive a cash-in-lieu payment of $250 per month.

PASSED, APPROVED, AND ADOPTED this 10th day of September, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

City of Wildomar

Personnel Rules and Regulations
Updated

September 10, 2025

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CITY OF WILDOMAR PERSONNEL RULES AND REGULATIONS

RULE I. GENERAL PROVISIONS

A. Purpose. These personnel rules ("Rules") are intended to establish and maintain an efficient and uniform personnel program for the City of Wildomar ("City"). This updated version of the Rules repeals and replaces all prior versions of the Rules. Upon adoption, these Rules shall supersede any and all personnel management policies, rules, regulations and procedures previously adopted, except those which were adopted by order of a department head for that department, and which are not in conflict with the Rules specified herein.

B. Nature of Employment. All employees of the City are at-will employees. Their employment can be terminated by the City or the employee at any time, with or without cause, with or without notice, and with or without the right of appeal. Nothing in these Rules, in a contract for employment, or any other policy adopted by the City, should be interpreted in a manner that would cause the employee's employment to be other than at-will.

C. Applicability. Unless otherwise specifically stated either in these Rules or in a contract for employment or resolution or ordinance of the City Council, the provisions of these Rules apply to all City employees. In the event of conflict between the provisions of these Rules and a stand-alone personnel policy, the provisions of these Rules will control. In the event of a conflict between these Rules and a written contract for employment, the terms of the written contract for employment will control.

D. Management Rights. The City's full management rights are stated in section 3 of the Employer Employee Relations Resolution. The City retains the exclusive right to manage its operations and workforce, including but not limited to, the right to determine the mission, budget, organizational structure, number of employees, performance standards, work schedules, methods of operation, and to hire, promote, discipline, and terminate employees. The City Manager, as the appointing authority, retains final hiring and disciplinary decisions, such decisions are not subject to appeal. Nothing in these rules shall be construed to limit the City's authority except as explicitly required by law.

E. Not an Employment Contract. None of these Rules shall be deemed to create a vested contractual right for any employee.

F. Amendment of Personnel Rules. The City Council shall have authority to adopt, amend, or repeal these Rules by resolution. The Personnel Officer shall have authority to prepare and recommend revisions to the Rules.

G. Adoption of Administrative Policies. The Personnel Officer is hereby authorized to adopt administrative policies, so long as said administrative policies are not in direct conflict with these Rules.

H. Delegation of Authority. Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these Rules or the personnel ordinance to the City Manager, appointing authority, Personnel Officer, Department Head, or any other person may be delegated, in writing, to any other employee at the discretion of the delegating individual.

I. Changes to the Law. When any local ordinance, state or federal law, or regulation, that is incorporated in the Rules or upon which the Rules rely is amended, the Rules shall be deemed amended in conformance with those amendments.

J. Severability. If any section, subsection, sentence, clause, or phrase of the Rules is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of the Rules.

RULE II. DEFINITIONS

A. General Definitions. All words and terms used in these Rules and in any resolution or ordinance dealing with personnel policies, systems, or procedures shall be defined as they are normally and generally defined in the field of personnel administration.

B. Specific Definitions.

1. "Acting appointment" means a temporary appointment of an employee who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class in the absence of available eligible incumbents, or on an interim basis pending later appointment of an eligible person.

2. "Advancement" means a salary increase within the limits of a pay range established for a class.

3. "Allocation" means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

4. "Appointing authority" means the City Manager or their designee.

5. "At-will employee" means an employee whose employment can be terminated by the City or the employee, at any time, with or without cause and with or without notice.

6. “Base Pay” means the employee’s rate of pay based on the established and approved pay plan.

7. "Class" or “Classification” means all positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

8. "Compensation" means the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position but does not include expenses authorized and incurred incidental to employment.

9. "Continuous service" means service in the employ of the City without a break or interruption. Unless otherwise required by law, a severance of the employee from his or her employment initiated by either the City or the employee for periods of more than 30 days constitutes a break in continuous service.

10. "Council" or “City Council” means the City Council of the City of Wildomar.

11. "Day" or "days" means calendar day(s), unless otherwise stated.

12. "Demotion" means the movement of an employee from one class to another class having a lower maximum base rate of pay.

13. “Department Head” means the administrative head of every department in the City.

14. “Disciplinary action" means the discharge, demotion, reduction in pay, suspension, or reprimand of an employee for punitive reasons.

15. "Eligibility list" means the list which contains the names of successful applicants according to relative performance on the total weighted examinations.

16. “Executive Classification” means employees who are in the “executive” group according to the City’s Position Classification Schedule adopted by the Council Resolution No. 2022-60 on November 9, 2022, and as may be later amended by Council.

17. “Exempt Employee” means an employee who holds a position that, based on both the job requirements and the salary earned, does not entitle the employee to receive compensation at an overtime rate under applicable state or federal wage and hour laws.

18. "Full-time employees" means employees whose positions require the employee works at least 40 hours in a workweek. All positions shall be full-

time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work.

19. "Layoff' means the separation of employees from the active work force due to lack of work or funds, or to the abolition of positions by the City Council for the above reasons or due to organization changes.

20. “Management Classification” means employees who are in the “management” group according to the City’s Position Classification Schedule adopted by the Council Resolution No. 2022-60 on November 9, 2022, and as may be later amended by Council

21. “Non-exempt employee” means an employee who holds a position that, based on either the job requirements or the compensation earned, may entitle the employee to receive compensation at an overtime rate under applicable state or federal wage and hour laws.

22. "Personnel Officer" means the City Manager or their designee.

23. "Part-time employees" means employees whose positions work less than 1,000 hours per year, are paid on an hourly basis and only receive fringe benefits as provided by these Rules and as otherwise required by law.

24. "Position" means a group of duties and responsibilities in the service of the City requiring the full-time or part-time employment of one person.

25. "Promotion" means the movement of an employee from one class to another class having a higher maximum base rate of pay.

26. "Provisional appointment" means a temporary appointment, less than 960 hours in a fiscal year, of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible employees.

27. "Reinstatement" means the restoration without examination of a former employee to a classification in which the employee formerly served.

28. "Suspension" means the temporary separation from service of an employee without pay for disciplinary purposes.

29. "Temporary employee" means an employee who is appointed to a position for a limited period of time and is only entitled to benefits as provided by resolution of the City Council and as required by law.

30. "Transfer" means the movement of an employee from one position to another position in the same class or to another class with the same maximum base rate of pay.

31. “Y-Rate” means a salary paid above the maximum salary of a range. A Y-rate may be used when an incumbent employee is reassigned or reclassified to a lower class or salary range but retains the higher salary rate of the former class. This Y-rate salary may be retained until the newly assigned class has a maximum rate equal to or higher than the Y-rate.

RULE III. NONDISCRIMINATION

A. Equal Employment Opportunity. The City is committed to providing equal employment opportunities to all applicants and employees. It is the policy of the City to ensure that all employment decisions, including, but not limited to, recruitment, hiring, promotion, training, compensation, benefits, transfers, discipline, and termination, are made without regard to any characteristics protected by law.

The City strictly prohibits discrimination based on race (including traits associated with race such as hair texture and protective hairstyles, including, but not limited to braids, locs, and twists), color, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age (over 40), religion, ethnicity, national origin, creed, physical or mental disability, medical condition, genetic information, marital status, pregnancy, reproductive health decision-making, childbirth or related medical conditions, breastfeeding, military or veteran's status, or any other characteristic protected by state or federal law or local ordinance.

This policy also prohibits discrimination based on the perception that an individual possesses, or is associated with someone who possesses, any of the above characteristics, individually or in any combination. The City remains committed to maintaining a workplace that reflects diversity, inclusion, and respect for all individuals.

Any technique or procedure used in recruitment and selection of employees will be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique will be used which, in the opinion of the City Manager or designee, is not justifiably linked to successful job performance.

Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in the City’s Policy Against Harassment, Discrimination and Retaliation. In addition, City policy prohibits retaliation because of the employee's request for accommodation for a disability or religious beliefs, complaint filed under this policy, opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment discrimination or harassment investigation, proceeding or hearing. The City's full Harassment, Discrimination, and Retaliation Policy is set forth in a council adopted policy.

B. Disabled Applicants and Employees. The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate unlawfully against disabled applicants or employees. The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA"). This includes accommodations related to pregnancy, childbirth, or related medical conditions, when requested with the support of a healthcare provider, as well as accommodations for employees who are victims of domestic violence, sexual assault, or stalking.

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Division. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation may include, but is not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified and making facilities accessible.

2. Reasonable Documentation of Disability. Following receipt of the request, the Human Resources Division may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform the employee's essential functions but will not require disclosure of diagnosis or genetic history.

3. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, and, if necessary, the employee or applicant's health care provider.

4. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law. The City will inform the employee or applicant of any decisions made under this section in writing.

5. Light or Modified Duty. During the interactive process, the City may approve, at its sole discretion and subject to availability, the employee to perform light or modified duty for a limited period of time.

6. Fitness for Duty Leave. While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Rule XIII.O.

C. Religious Accommodation. The City will make reasonable accommodations to the known religious creed of an applicant during the hiring process and of an employee in the course of employment, unless doing so would impose an undue hardship on the City.

D. Lactation Accommodation. The City provides lactation accommodation to employees as required by law. For additional details, employees should refer to the City's stand-alone Lactation Accommodation Administrative Policy.

RULE IV. CLASSIFICATION

A. Preparation of Plan. The Personnel Officer shall ascertain and record the duties, responsibilities, minimum standards, and minimum qualifications of all positions in the City and shall recommend a classification/compensation plan for all positions. The classification/compensation plan need not be contained in only one document but may be comprised of various documents. The classification/compensation plan shall consist of classes of positions defined by class specifications, including the title. The classification/compensation plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class. The classification/compensation plan will contain the general salary schedule and a general benefits schedule.

B. Adoption, Amendment and Revision of Plan. The classification/compensation plan shall be adopted by and may be amended from time to time by resolution of the City Council. At the time of consideration by the City Council, any interested party may appear and be heard. Revisions to the classification/compensation plan may consist of the addition, abolishment, consolidation, division, or amendment of existing classes.

C. Allocation of Positions. Following the adoption of the classification/compensation plan, the Personnel Officer shall allocate every position in the employ of the City to one of the classes established by the plan.

D. New Positions. A new position shall not be created and filled until the classification/compensation plan has been amended to provide for such position.

E. Job Descriptions. The Administrative Services Director, in consultation with Department Heads, will prepare written specifications for each classification of positions to the City Manager for review. Subject to City Council approval of the initial job description, the specifications, when approved by the City Manager, will

constitute the official classification specifications, and will indicate the date of approval or last revision. Revisions to job descriptions do not require approval by the City Council. Each specification will include the classification title, a brief description of the scope, nature, and responsibility of the class, a description of the tasks or duties ordinarily performed in the positions allocated to the classification; a statement of the minimum qualifications considered necessary for proficient performance of the work, including education, experience, training, knowledge, skills, physical characteristics, and any additional factors considered pertinent. Specifications are not restrictive. The specifications shall not be construed as an all-inclusive list of tasks performed; or be interpreted as restricting the assignment of related tasks not specifically listed therein; or as limiting the authority of supervisory personnel to assign, direct and control the work of subordinate employees. A Department Head may temporarily assign other related duties and responsibilities or otherwise direct the work of employees.

F. Reclassification. Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the Personnel Officer to a more appropriate class. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, or to effect a change in salary in the absence of a significant change in assigned duties and responsibilities. The City Manager shall have the authority to appoint a current employee to the reclassified position or utilize the formal recruitment process.

RULE V. COMPENSATION

A. Salary on Appointment.

1. New Employees. New employees shall be paid at the first step of the pay grade for the position to which the employee is appointed except as approved by the City Manager or their designee.

2. Advanced Step Hiring. The City Manager may appoint a new employee to an advanced step of the pay grade so long as the following considerations are made: the selected candidate has significantly high qualifications and outstanding experience, the availability of other qualified candidates, and the resulting salary relationships with similar positions and their experience and skills.

3. Reemployment/Reinstatement. A person who previously held a position with the City and resigned in good standing may, at the discretion of the City Manager, when re-employed in the same or a comparable position held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination or the nearest applicable step for the grade to which the person is appointed.

B. Salary Anniversary Dates. Employees shall have a salary anniversary date on the date of their most recent appointment, promotion, demotion, reinstatement or reemployment. The salary anniversary date may be modified by the action of the appointing authority under Rule XI or Rule XIII.

C. Increases Within Pay Grade. Employees will normally become eligible for a merit adjustment in pay after 12 months of service in their current position. Increases shall not be automatic and are based on merit. The adjustment shall be made only if recommended by the applicable Department Head, and, if approved, by the City Manager. The subsequent adjustments are based on performance evaluation, to encourage an employee to perform at the employee's highest level, and to recognize increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of 12 months of service in their current position. This period may be modified in conjunction with the performance evaluation recommendations and as approved by the City Manager. Unless so modified, a granted merit adjustment will be effective on the employee's salary anniversary date. The City Manager, in their sole discretion, may determine that an increase within grade will be retroactive in effect to the employee's salary anniversary date or to another appropriate date.

D. Salary Upon Promotion. Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the range, any employee who is promoted to a position in a class with a higher salary grade shall be placed on the step in the new higher grade which is at least equal to an advancement of a full step over the step the employee held in their former grade. If the maximum of the grade would be exceeded by such advancement, the employee shall receive the top step of the grade. An employee thus promoted is assigned to a new salary anniversary date effective on the date of promotion.

E. Salary Upon Transfer. Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same pay grade, shall be compensated at the same step of the pay grade as the employee previously received and their salary anniversary date shall not change, unless an increase is approved by the City Manager.

F. Salary on Change in Grade Assignment. Whenever a class is reassigned to either a higher or lower pay grade by the Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the same step in the new grade that corresponds to the step, not the rate, the employee was at in the former grade and the employee shall retain the same salary anniversary date. For example, if an incumbent is currently at grade 115, step C, and the class is reassigned to grade 118, the incumbent will move to grade 118, step C. If appropriate, the City Manager may choose to Y-rate the employee if the pay grade is lower than what the employee was previously earning.

G. Salary on Reclassification of Position. If the position is reclassified to a class having the same pay grade, the salary and the salary anniversary date of the incumbent

shall not change. If the position is reclassified to a class which has a higher pay grade, the City Manager shall adjust the salary of the incumbent employee to fit the higher pay grade which is at least as much as the employee was receiving in the former grade and the employee shall retain the same salary anniversary date. If the position is reclassified to a class with a lower pay grade, and the employee's salary exceeds the top step of the class to which their position is reclassified, their salary shall be Y-rated until it is exceeded by the top step of the class. The employee's salary anniversary date shall not change.

H. Salary on Demotion. Any employee who is demoted to a position in a class with a lower pay grade shall have their salary adjusted by one of the following three methods:

1. If a disciplinary demotion, the employee's salary may be reduced. A new salary anniversary date shall be established on the basis of the demotion.

2. If a non-disciplinary demotion, the employee's salary may be reduced. The employee shall retain their salary anniversary date.

3. In the discretion of the City Manager, a demoted employee's salary may be Y-rated. A Y-rated salary is one that is paid above the maximum established salary range for the incumbent's classification. An employee whose salary is Y-rated will retain their current rate of pay until such time that the class has a higher maximum salary rate.

I. Acting Pay. An employee who is required on the basis of an acting appointment to serve in a class with a higher pay grade than that of the class in which the employee is normally assigned, shall receive the entrance salary rate of the higher pay grade or one rate higher than the rate the employee normally receives, whichever is greater, provided the employee shall perform all the duties and assume all the responsibilities of the higher class, for at least 5 consecutive working days when working a 5/8 schedule or 4 consecutive working days when working a 4/10 schedule in the higher classification.

J. Bilingual Pay. Employees in certain classifications, as determined at the City's sole discretion, may be eligible to receive $100.00 per month as bilingual pay premium.

To receive the bilingual pay premium, an employee must be regularly accessible to the public in-person and through alternative means of communication, including but not limited to on the phone and via email, and shall successfully complete a language proficiency examination, selected at the City's sole discretion. Upon successfully completing such proficiency examination, the eligible employee shall receive the bilingual pay premium effective on the first pay period of the month following the test date. Bilingual pay premium shall be paid in two payments each month, on the first and second pay period of each month at a rate of $50 per pay period.

The City Manager, at their sole discretion, shall determine which languages qualify for bilingual premium pay.

K. Special Salary Adjustments. Notwithstanding anything in these Rules to the contrary, in order to correct gross inequities, or to reward outstanding achievement and performance, the City Manager may adjust the salary rate of an incumbent of a particular position to any step within the pay grade for the class to which the position is allocated.

L. Cost-of-Living Adjustment. Beginning June 12, 2024, City Council, at its sole discretion, will consider providing a Cost-of-Living Adjustment ("COLA") to all employees on an annual basis with any wage adjustment going into effect on July 1. City Council will review staff recommendation for the cost-of-living increase based on the published Riverside-San Bernardino-Ontario, CA, Consumer Price Index – U 12-month percent changes on all items for the month of March to consider potential COLA adjustments. Except as otherwise supported by justifiable findings, including the City's budgetary status, such COLA shall be capped at 3% as approved by City Council.

M. Pay Periods. The salaries and wages of all employees shall be paid bi-weekly. In the event a payday falls on one of the holidays listed in these Rules, or on a Saturday or Sunday, the immediately previous working day shall become the payday.

N. Standby and Callback Pay.

1. Standby Pay. Standby Pay applies to all regular, non-exempt employees. When assigned to standby duty, the employee will receive thirty-five dollars ($35) per day for each day in which they assume standby duty. If the employee is unable to perform the duties prescribed in the Standby Duties Policy, the employee will not receive standby pay for the days in which they were not able to perform such duties.

2. Callback Pay. Callback pay applies to all regular, non-exempt employees and occurs when an employee is called back to work to perform services not in conjunction with a regularly scheduled work shift. Callback pay does not apply to hours worked as a continuation to the end of the shift (for example if an employee is required to stay an additional hour after their shift is over) or a shift scheduled to work at a different time, such as early mornings or late nights. If an employee is called to work early under this rule, callback pay will cease at the beginning of their normal shift, with a minimum of two (2) hours paid at the callback rate. All callback pay will be paid out to the employee and is not eligible to be credited towards any leave banks.

    a. Callback Rate for a Physical Response. The City shall pay non-exempt, regular employees at the premium rate of one and one-half (1½) times the employee's base pay for the actual hours worked, or a minimum of two (2) hours, whichever is greater. Callback pay is only

applied when an employee leaves the work premises, and the employee is required to physically respond to the City to perform services outside of the employee's regular scheduled working hours. The callback time will commence from the time the employee leaves their residence or current location and is going directly to the incident or reporting location. The callback time will end when the employee leaves the incident or reporting location and is no longer conducting business on behalf of the City.

b. Callback Rate for a Remote Response. A remote response may include answering a request by phone, laptop, or other remote device. Regular non-exempt employees who have a remote response will be compensated in fifteen (15) minute intervals at one and one-half times their base rate of pay.

O. Severance Upon Termination. Upon termination without cause, employees who are either in the Executive Classification, or are Department Heads, shall receive severance payment, upon execution of a waiver and release of all claims acceptable to the City, and as allowed by law, equivalent to 90 days of their base salary.

However, in no event shall the total cash value of the Severance Pay exceed the value of the employee's monthly salary multiplied by eighteen (18), or multiplied by the month's remaining in employee's term, whichever is less.

1. Reimbursement Upon Conviction of Abuse of Office. In the event any employee is convicted of any crime involving an abuse of the employee's office or position, as defined by California Government Code Section 53243.4, the employee is not entitled to receive Severance Pay, and must reimburse the City for any Severance Pay received.

2. Effect of Termination for Cause. If an executive employee or a Department Head is terminated for cause, they shall not be entitled to receive severance pay. Cause for termination shall be deemed to exist if any of the following occurs:

a. The City performs an administrative investigation based on charges against an employee by a prosecuting agency with any of the following criminal conduct: theft or attempted theft from the City; fraud or other type of criminal dishonesty; misuse or misappropriation of public funds; assault, battery or other criminal physical injury to another person; any felony; solicitation, prostitution, or other sexually oriented crime; or for violating Government Code §§ 1090 et seq. and/or § 53243.4, and such administrative investigation makes a finding, based on a preponderance of the evidence, that such conduct occurred and violated the City's Rules;

b. The employee is fined by the Fair Political Practices Commission for a violation of the Political Reform Act or FPPC Regulation in an amount in excess of one thousand five hundred dollars ($1,500);

c. An independent investigation sustains that the employee engaged in unlawful discrimination or harassment of an official, officer, employee or agent of City or a third party while conducting City business or violated any provisions of the City's Municipal Code;

d. Unauthorized absence or leave;

e. Use or possession of illegal drugs;

f. Material acts of dishonesty;

g. Persistent failure to disclose material information regarding the business or operation of the City necessary for the City Council to undertake its obligation as the elected legislative body of the City;

h. Material failure to follow clear and legal directives of a majority of City Council provided in a duly noticed public meeting, including closed session while in the performance of City Manager duties or acting City Manager duties; or

i. Any other violation of these Rules, including a violation of a listed cause for discipline under Rule XVII of these Rules, or other City policies or procedures.

P. City Manager Interpretation. The City Manager shall have the final authority to interpret these rules and to make all decisions regarding appointments, compensation, disciplinary actions, and policy exceptions.

RULE VI. APPLICATIONS, RECRUITMENT AND EXAMINATIONS

A. Vacancies. Except for the City Manager, Department Heads, Assistant City Manager, Deputy City Manager, and/or Assistant to the City Manager positions, vacant positions may be filled only by selection from an eligibility list, by acting appointment, provisional appointment, by transfer, by reinstatement, by demotion. Each Department Head is entitled to select a candidate to fill a vacancy within their department subject to the provisions in this rule and approval by the City Manager.

The City Council shall select the City Manager. The City Manager, or designee, shall select the Department Heads, Assistant City Manager, Deputy City Manager and Assistant to the City Manager. These positions may be filled by the method selected by the City Council or the City Manager to obtain the best candidate for the position.

The provisions of this rule are inapplicable to the filling of vacancies listed in this paragraph.

B. Announcement of Vacancies/Acceptance of Applications. When a position becomes vacant, the applicable Department Head shall notify the Personnel Officer. All positions shall be publicized by such methods as the Personnel Officer deems appropriate. The announcements shall specify the title and pay range of the class; the nature of the work to be performed; the experience and education requirements; the knowledge, skills, and abilities desirable for the performance of the work; how to apply; the application deadline date; that a post- offer, pre-employment physical examination is required, which may include a drug test; that upon receiving a conditional offer of employment, a criminal background check is required through the submission of fingerprints; and other relevant information. Applications will be available on the City's website.

C. Disqualification of Applicants. The Personnel Officer may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position, or because the applicant has failed to timely submit the application, fully complete the application, or submit all required materials.

D. Ineligibility for Employment. Further examination or consideration for employment of any applicant may be discontinued, and any employment of any person may be terminated, when any of the following has been determined by the Personnel Officer:

1. The individual does not meet the minimum qualifications established for the class or position to which they seek appointment;

2. The individual has made a false statement, misrepresentation, or omission of material fact, or actual or attempted deception, fraud or misconduct in connection with their application;

3. The application shows on its face that the applicant is physically or psychologically restricted from performing the essential functions of the position applied for, and the City determines that no reasonable accommodation can be made for such medical restrictions in the position applied for;

4. An employment history or personal conduct which demonstrates a lack of fitness for City employment, including dismissal for cause from prior public or private employment, or rude or unprofessional demeanor during the recruitment and/or background process;

5. The individual has failed to submit a complete application within the prescribed time limit;

6. The individual has directly or indirectly obtained information regarding examinations to which applicants are not entitled;

7. The individual has been convicted, including pleas of guilty and nolo contendere, of any felony or misdemeanor, which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position. The City Manager, or designee, may disregard such convictions of felonies or misdemeanors if it is found and determined by the City Manager that mitigating circumstances exist. In making such determination, the City Manager may consider the classification, including sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction; the nature and seriousness of the offense; the circumstances surrounding the offense; the length of time elapsed since the conviction; the age of the person at the time of conviction; the presence or absence of rehabilitation or efforts at rehabilitation; and/or contributing social or environmental conditions.

    a. Unless otherwise required by law, the City will not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant, until the City has issued a conditional offer of employment.

    b. Applicants who receive a conditional offer of employment may be requested to complete a supplemental form regarding criminal conviction history for review by the City, and a background screening, as part of the application process. The Human Resources and Risk Manager will conduct an individual assessment, as may be required by law, for each applicant who has prior convictions before determining whether to disqualify the applicant and rescind the conditional offer of employment.

8. The individual has otherwise violated provisions of these Rules.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the time limit for receiving applications has not expired. Notice will be mailed to the last known address and/or will be emailed to the email address provided by the applicant on the applicant's application; it will be the applicant's responsibility to keep the applicant's current physical address and email address on file. Whenever an application is rejected, the Personnel Officer will mail and/or email notice of such rejection to the applicant.

E. Selection Process. The selection process shall be impartial and relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capacities of the applicants to execute the duties and responsibilities of the class to

which they seek to be appointed. The selection process may include but is not necessarily limited to achievement, aptitude, and other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, criminal background check (after the City has provided a conditional offer for employment), medical tests (possibly including a drug test) after a conditional offer for employment has been accepted, successful completion of prescribed training, or other selection techniques as determined by the Personnel Officer. The selection process shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements. The City also retains the right to conduct a thorough background check of each applicant, which may include a credit verification for certain classifications.

The Personnel Officer may enter into a contract with any competent agency or individual for the preparing and/or administering portions of the selection process. If the Personnel Officer does not contract these duties with an agency or individual, then the Personnel Officer shall ensure that such duties are performed.

F. Creation of Eligibility List. As soon as possible after the completion of a recruitment, the Personnel Officer shall prepare and maintain an eligibility list consisting of the names of candidates who qualified as finalists. Eligibility lists shall remain in effect for up to 6 months unless the Personnel Officer abolishes the eligibility list after determining that the abolition of the list is in the best interest of the City. The name of any person appearing on an eligibility list shall be removed by the Personnel Officer if the person requests in writing that their name be removed or if the person fails to respond to a notice of certification mailed to the last designated physical address or emailed to the last designated email address. Persons on eligibility lists as a result of an internal recruitment who leave the service of the City for any reason shall automatically be dropped from such lists.

G. Physician's Examination. Applicants may be required to submit to a physician's examination at the City's expense upon being made a conditional offer of employment. As set forth in more detail in the City's Drug-Free Workplace Policy, the physician's examination shall include a drug and alcohol test for positions that are (1) safety-sensitive; or (2) involve a position of influence over children. When a drug and alcohol test is required, applicants shall be made aware of that in the announcement published under Rule VI.B. No job commitment shall be made until a negative drug screen result is obtained and a physician has certified that the applicant is medically qualified to perform the essential functions of the position. When the applicant reports to the medical facility for the scheduled examination, personal identification shall be provided to the facility in the form of a photograph and verifiable signature (for example, a driver's license or state-issued identification card). All test results will be kept confidential. The applicant will be told whether the tests were passed or failed, but only the Personnel Officer and their assistant will have access to the test results. If required, the drug/alcohol examination shall be administered in accordance with the City's Drug-Free Workplace Policy.

RULE VII. APPOINTMENTS

A. Appointment of New Employee. The hire date of a new employee shall be that of the first day actually worked.

B. Provisional Appointments. It shall be the policy of the City to require all Department Heads and other appointing authorities, whenever possible to notify the Personnel Officer, of impending or anticipated vacancies in their departments sufficient in advance so as to allow for the establishment of an appropriate eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and if it is not practicable to delay appointment until a new eligibility list can be certified, the appointing authority may make a provisional appointment to the position, in accordance with the following:

1. As soon as practicable, but not longer than six months after a provisional appointment has been made, the Personnel Officer may cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an eligibility list.

2. A person appointed to a position on a provisional basis may be entitled to credit for the time served under the provisional appointment if the employee was performing the full range of duties.

3. No special credit shall be allowed in any examination or the establishment of any eligibility lists for services rendered under a provisional appointment.

4. Except as otherwise required by law, a provisional appointee, who is not already a current employee, will not be entitled to the rights and benefits afforded to employees under these Rules.

5. Except for retired annuitants, no person shall be employed by the City under provisional appointment for a total of more than six months in any fiscal year except that the Personnel Officer may extend the period of any provisional appointment for not more than 90 days; however, no provisional appointment shall cause any person to work more than 960 hours (if paid on an hourly basis) or 125 days (if paid on a per diem basis) in a fiscal year.

6. A person who has retired from a CalPERS employer ("retired annuitant") may only be appointed to a provisional appointment when all of the following conditions are met, unless otherwise allowed by CalPERS during extenuating circumstances:

    a. The City can show the retired annuitant has previous experience and the skill set needed to perform the work required.

    b. The appointment is made to fill a vacant position during the recruitment to permanently fill the vacancy, or during an emergency to prevent

stoppage of public service. A recruitment to permanently fill the vacant position must be open before the retired annuitant is appointed.

c. Retired annuitants cannot begin employment before the 181st day after their retirement date, unless the City certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed, and the City Council approves the appointment in a public meeting. The appointment may not be placed on a consent calendar.

d. If the retired annuitant is under the normal retirement age, he or she must have a bona fide separation in service. Further, the retired annuitant must not have received unemployment insurance payments for retired annuitant work with any public employer within the 12 months prior to the date of the provisional appointment, and he or she must certify to this in writing to the City.

e. A retired annuitant may only be appointed once to the position. Provisional appointments of retirees must specify a beginning date and an end date for the appointment, and the appointment term must not result in the retired annuitant working more than a combined 960 hours in a fiscal year for all CalPERS employers. If a retired annuitant works more the 960 hours in a fiscal year, he or she must be reinstated. The Personnel Officer may not extend any provisional appointment of a retired annuitant and must ensure the retired annuitant does not exceed the 960 hours limit.

f. The rate of pay for the retired annuitant must be consistent with the pay grade for the vacant position, and he or she may not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to this base rate.

The City ensures the retiree is enrolled as a retired annuitant with CalPERS and that the pay rate and hours worked by the retired annuitant are reported to CalPERS.

C. Acting Appointments to a Higher Class. Acting appointments may be used to fill positions that are vacant or that are temporarily vacant, such as when an employee is on an extended leave of absence. Where applicable, upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if the appointee had continued their duties in their regular classification. Acting appointments shall be subject to the following:

1. Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of at least 5 consecutive working days when working a

5/8 schedule or 4 consecutive working days when working a 4/10 schedule, the employee shall receive the salary rate of the higher class in which the employee is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the current salary schedule of the higher classification which will assure an increase of not less than 5% greater than the salary of the employee's current position, but in no case shall such salary exceed the top salary step of the higher classification.

The higher salary rate payable shall commence immediately if it is known the assignment will last for at least 5 or 4 consecutive working days as described in the paragraph above following the temporary reassignment to the performance of duties of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the City Manager, or the City Manager's designee, following a recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the City Manager, or the City Manager's designee, as recommended by the affected Department Head.

2. In no case shall an employee serve as an acting appointee more than 960 hours in a fiscal year or six (6) total months, whichever comes first, in a higher classification.

3. An employee appointed in an acting capacity shall be eligible to receive performance increases in the permanent position during the acting appointment but shall not be entitled to performance increases in the position which the employee holds in an acting capacity, other than to address acting pay in accordance with Rule V. Compensation. I. Acting Pay.

4. The City Manager, or the City Manager's designee, shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of twelve (12) working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that employee's salary rate will revert to the salary rate in the employee's permanent position upon the expiration of the need for the performance of the duties of the higher classification.

D. Emergency Appointment. To meet the immediate requirements of an emergency condition, the Department Head, or any persons so authorized in advance by the City Manager, may employ such persons as may be needed for the duration of the emergency without regard to these Rules. As soon as possible, such employment will be reported promptly to the Administrative Services Director or designee. Emergencies are defined as fire, flood, earthquake, or other public calamity, which threatens life or property. The emergency appointee shall be considered a temporary employee and, except as otherwise required by law, shall not be entitled to the rights

and benefits afforded to employees under these Personnel Rules. In the event that a Retired Annuitant is hired as an emergency employee, the appointment and employment of the Retired Annuitant will be governed by the applicable statutes and regulations of CalPERS or other applicable retirement system, to the extent such provisions remain in effect during the emergency. In the event that the City's rules and procedures on provisional employment are inconsistent with the applicable statutes and regulations governing the employment of retired annuitants, the statutes and regulations shall control.

E. Reinstatement. With the approval of the City Manager, an employee who has completed at least 12 months of service and who has resigned in good standing may be reinstated within one year of the effective date of resignation to a vacant position in the same or comparable class. For purposes of reinstatement, "good standing" shall mean that the employee was not terminated for cause under these Rules, did not resign in lieu of termination, provided at least two-weeks notice of resignation, and was evaluated at least as "Satisfactory" or an equivalent rating on the employee's last performance evaluation. No credit for former employment shall be granted in computing salary, CALTime, retirement benefits, or other benefits except on the specific written direction of the City Manager at the time of reinstatement. Such reinstatement action may, at the discretion of the City Manager, take precedence over any eligibility list except a reemployment list. An individual requesting reinstatement is required to successfully complete a background examination and physician's examination, as set forth in Rule VI.

F. Reemployment. An employee may be appointed from a reemployment list following layoff.

G. Promotion. It is the policy of the City to fill authorized vacant positions based on merit. Insofar as consistent with the best interest of the City, vacancies may be filled by promotion. All employees meeting the qualifications standard of a higher-grade position under the same or different job classification may be considered for promotion. Employees promoted to a new position will start at the salary step determined appropriate by the City Manager. The date of promotion will become the employee's new anniversary date for performance review and merit salary increase purposes. Employees receiving promotions will be reviewed after six months, one year, and annually thereafter, with the opportunity for the first merit salary increase at the one-year mark.

H. Demotion. The City Manager may voluntarily or involuntarily demote an employee. No employee will be demoted to a position for which the employee does not possess the minimum qualifications. An employee may also request a voluntary demotion. An employee who possesses the minimum qualifications may request a voluntary demotion to a lower position. An employee requesting a voluntary demotion will submit a memorandum to the employee's Department Head requesting a voluntary demotion and detailing the reasons for the request. Upon receipt of the request for voluntary demotion, the Department Head will notify the City Manager. If the request for voluntary demotion involves a change from one department to another, both

Department Heads must consent thereto unless the City Manager orders the demotion. The employee's anniversary date will change to the effective date of the demotion. Demoted employees may have their salary reduced according to the appropriate salary range. Salary determinations for demoted employees are solely within the discretion of the City Manager.

I. Transfer. The Personnel Officer may transfer an employee from one position to another in the same class or a comparable class at the same salary level. While the Personnel Officer retains the right to order the transfer, consideration will be given to the affected employee's and the Department Head's wishes.

J. Interactive Process Transfer. As part of the interactive process and in accordance with state and federal law, an employee who is unable to perform the essential functions of the employee's present classification may be placed in a vacancy in another class that does not result in a promotion without having to participate in the application process, if the employee can perform the essential functions of the vacant position, with or without reasonable accommodation. A transfer as a result of the interactive process may take precedence over any active recruitment so long as another employee or a candidate has not accepted a conditional offer for the position.

RULE VIII. NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES

A. Nepotism.

1. Definitions.

a. Applicant. A person who applies for a position at the City and is not a Current Employee.

b. Change of Status. A change in the legal status or personnel status of one or more Current Employees.

i. Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.

ii. Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.

c. Current Employee. A person who is presently a City employee, or an elected or appointed City official.

d. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:

i. Occupying a position in an employee's direct line of supervision; or

ii. Functional supervision, such as a lead worker, crew leader, or shift supervisor; or

iii. Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

e. Family Member. A spouse, domestic partner (registered or not), parent, parent-in-law, stepparent, legal guardian, sister, half-sister, step-sister, sister-in-law, brother, half-brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, grandparent, niece, nephew, spouse's niece, spouse's nephew, domestic partner's child, domestic partner's niece, or domestic partner's nephew.

f. Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:

i. Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.

ii. Direct Supervision of a Family Member that does not comply with limitations set forth in this Section;

iii. Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

2. Department Head Authority. Department Heads are authorized to make initial determinations under this Rule, after reviewing the situation with the Human Resources and Risk Manager. Should the Department Head be related to the employee/applicant in question, the City Manager shall appoint another Department Head to execute the responsibilities under this Rule.

3. Applicants for Employment.

a. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Section, the City may reasonably regulate, condition, or prohibit the employment of an Applicant for a full-time position.

b. Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.

c. Review of Department Head. For each Applicant who has a Family Member who is a Current Employee, the Department Head shall assess, and review with the Human Resources and Risk Manager, whether any of the following circumstances exist:

i. Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or

ii. Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.

d. Decision of the Department Head. If the Department Head determines that either of the above circumstances exist, the Department Head shall exercise his or her discretion, after review with the Human Resources and Risk Manager, to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.

i. Following examination, if the Applicant is successfully certified as eligible pursuant to Rule VI, they may be employed in a position for which the Department Head has determined that neither circumstance exists pursuant to Rule VII.A.3.c.

ii. When an eligible Applicant is refused appointment by virtue of this Rule, their name shall remain on the eligibility list for openings in the same classification. For each opening, the Department Head shall make a determination consistent with Rule VII.A.3.c.

4. Guidelines for Current Employees.

a. Employees shall report a Change of Status to the Department Head and the Human Resources and Risk Manager within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.

b. Within thirty days from receipt of notice, in coordination with the Human Resources and Risk Manager, the Department Head shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status

has the potential for creating an adverse impact on supervision, safety, security, or morale.

i. The Department Head shall make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

ii. Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Rule VII.A.5.b.

5. Monitoring by Department Head.

a. Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Department Head's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.

b. If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall reevaluate the Department Head's prior determination, and may take one or more of the following additional measures:

i. Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.

ii. If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.

c. Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.

d. Where situations exist prior to the effective date of this Section that may be in conflict with this Section, every effort shall be made to reasonably address the situation so as to avoid any future conflict.

6. Appeal of Department Head Determination. Current Employees and Applicants affected by the application of this Rule, may appeal the action of the Department Head to the City Manager within ten days of the action. The City Manager shall hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Rules.

7. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Personnel Officer.

8. Savings Clause. Should any provision of this Rule, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Section shall continue in full force and effect.

B. Consensual Romantic Relationships Between Employees.

1. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect the efficient operation of the City. Relationships that present an actual conflict under this Rule are therefore prohibited.

2. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions of Section A of this Rule regarding nepotism shall govern employees who marry or become domestic partners with another City employee.

3. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.

4. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Personnel Officer and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including termination.

5. Determination by City Manager. Within five working days, the City Manager shall issue a written determination as to whether the relationship presents a conflict and is thereby prohibited. The City Manager shall have exclusive discretion in making the determination.

6. Resolution of Conflicts. Subject to limitations imposed by the Municipal Code and applicable provisions of these Rules, the City Manager will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a Supervisory employee, or where the City Manager determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The City Manager retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

7. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at work locations, including off-site meetings, conferences, and similar activities. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.

8. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's Harassment, Discrimination, and Retaliation Prevention Policy. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

C. Management Rights. The City Manager shall have the final authority to interpret these rules and to make all decisions regarding nepotism and consensual romantic relationships and staffing changes as a result of nepotism or consensual romantic relationships.

RULE IX. REPORTS AND RECORDS

A. Maintenance of Personnel Files. A personnel history folder shall be kept for each employee. Confidential medical records will be maintained in a separate file from other personnel files. The personnel history folders shall be maintained by the Human Resources and Risk Manager or designee, and shall contain a record of date of employment, promotions, performance reviews, disciplinary actions and such other information as the City Manager, or City Manager's designee, shall prescribe.

All performance-related entries to personnel history folders shall be brought to the attention of the employee.

B. Review and Access of Personnel Files. Personnel records are confidential and, unless otherwise required by law, access to personnel records will be limited to current or former employees, authorized representatives of current or former employees, and authorized representatives of the City. Rights to access, inspect, and copy personnel records, as well as applicable procedures and limits upon such rights shall be consistent with the law.

An individual who is not a current employee, wishing to review or access their personnel file must submit such request in writing to the Human Resources and Risk Manager, or designee. The Human Resources and Risk Manager, or designee, will schedule a date and time with the individual to review their personnel file. The date and time will be at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the former employee, or their representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request, in accordance with Labor Code 1198.5. Upon request, the employee shall receive an electronic copy of any materials in the personnel file, however, paper copies may be provided so long as the cost for such copies is paid by the requester. The requester shall be provided with a copy of any statement written for inclusion in the former employee's personnel file concerning the employee's conduct or performance.

Current employees have access to their personnel file electronically at all times. If the employee feels there are items missing in their personnel file, they shall follow the process outlined above to review all items with the Human Resources and Risk Manager, or designee.

The Human Resources and Risk Manager, or designee, may reveal the following information regarding an employee, or former employee, in response to outside inquiries:

1. Employee's name.
2. Classification title and department.
3. Status.
4. Salary Range.
5. Hire date and/or termination date.

This information is a matter of public record and is available to anyone.

C. Current Address. Employees are required to notify the Human Resources and Risk Manager of any change of name, address, or telephone number within five calendar days of change.

D. References. Any employee who receives a request for a personal reference for a former or current employee is required to forward that request to the Human Resources and Risk Manager. The City only provides neutral references in response to personal reference requests. Neutral references will only release the employee's hire date, last or current job title, and separation date, if applicable. Except as otherwise required by law, the City will not provide any information to any requestor beyond the neutral reference outlined in this section. No other employee is authorized to provide such written or verbal references or recommendations for former or current employees. Further, no other employee is authorized to respond to questions from persons outside the City about former or current employees regarding their work performance. This section does not prohibit the City, upon City Manager's approval, from providing letters of recommendation for current, or former, employees to assist such employees in their applications for post-secondary education admission purposes.

E. Destruction of Records. Upon approval of the City Attorney, records relating to personnel may be destroyed as prescribed by law.

RULE X. PROFESSIONALISM

A. Workplace Conduct. Employees shall maintain a courteous, respectful and professional demeanor at all times. Timely attendance, responsiveness to the public, adherence to the chain of command, and respectful interactions with coworkers, management, contractors, vendors, and the public are required. Harmful gossip, insubordination, and disruptive behavior are grounds for discipline. The wearing of headphones or similar devices during in-person meetings or interacting with the public or other staff in-person is considered unprofessional conduct.

B. Appearance. All City employees are expected to present a professional appearance to the public and colleagues. Attire should be neat, clean, and appropriate for the work being performed. The City Manager reserves the right to determine acceptable standards and may require changes, as needed. Clothing that is excessively casual, has offensive language or graphics, reveals undergarments, and unprofessional accessories are prohibited.

RULE XI. PERFORMANCE EVALUATIONS

A. Policy. It is the policy of the City that regular evaluations be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager, the Department Heads, and their subordinate supervisors that these evaluations be completed. It is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such evaluations of performance and to assist in the training of supervisory personnel so that the

program of performance evaluation will be carried on in a sound and effective manner.

B. Authority to Make Evaluations. The City Manager or their designee shall have the authority to prepare performance evaluations. The City Manager, or designee may, however, delegate such authority to such subordinate supervisory employees who are most familiar with work of the employees to be evaluated, provided that the City Manager, or designee, shall review and approve all performance evaluations of personnel under their jurisdiction.

C. Time for Performance Evaluation. An annual performance evaluation may be prepared and received before the employee's salary anniversary date, and shall evaluate the employee's performance in the last year. If the employee receives a rating of (or equivalent to) "improvement needed" or "unsatisfactory" in the employee's annual performance evaluation, their supervisor shall be responsible for conducting an additional performance evaluation three months from receiving such rating and again three months subsequent to that. In addition, the employee may be given a performance evaluation at any other time during the year at the discretion of the appointing authority.

D. Postponement of Performance Evaluation. Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation to be extended by the same period of time that the employee was absent.

E. Review with the Department Head. A performance evaluation must be submitted for review by, and be approved by, the Department Head before the performance evaluation is provided to or discussed with an employee.

F. Review with Employee. Each performance evaluation shall be presented by the supervisor who prepared it and discussed with the employee. The employee shall sign the evaluation to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the evaluation. Employees may not appeal or grieve the contents of a performance evaluation or the rating(s) received by the employee. Employees who disagree with the contents of their performance evaluation shall have the right to attach a written statement explaining the basis of their disagreement to the performance evaluation.

G. Retention of Performance Evaluation. After review and approval of the appointing authority, the performance evaluation, as well as any written statement provided by the employee, shall be made a part of the employee's personnel file.

H. Effects of "Improvement Needed" and "Unsatisfactory" Ratings.

1. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not receive any merit salary increase during the period following the report, except as provided in Rule XI.H.2.

2. If an employee who has been denied a merit salary increase improves their performance to such an extent that the appointing authority believes a merit salary increase is now justified, the appointing authority shall indicate the improvement on a report of performance form and may specifically award a merit salary increase. Additionally, in awarding the merit salary increase under this subsection, the appointing authority may change the merit salary increase anniversary date to the date of the award of the merit salary increase or may permit the anniversary date to remain the same. Any merit salary increase awarded under this subsection shall not be made retroactive.

RULE XII. WORKWEEK, HOURS OF WORK AND OVERTIME

A. FLSA Classification. The Personnel Officer shall designate those positions which are exempted from the provisions of the Fair Labor Standards Act ("FLSA") based on an assessment of the duties of each position. This designation will be expressed in the job description for the position.

B. Work Schedules and Workweek. The City Work Schedules include a standard 5/8 schedule and an alternative 4/10 schedule.

1. Alternative 4/10 Workweek and Work Schedule.

   a. The City has adopted a 4/10 work schedule for most employees, which consists of ten hours per day, four days per week.

   b. Employees assigned to work a 4/10 work schedule will work either Monday through Thursday with Fridays off or Tuesday through Friday with Mondays off. At the direction of the City Manager, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities.

   c. The workweek for employees assigned to a 4/10 work schedule shall be seven consecutive 24-hour periods, starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

2. Standard Workweek and Work Schedule.

   a. The standard 5/8 work schedule consists of eight hours per day, five days per week.

   b. Employees assigned to work a standard work schedule will work Monday through Friday. At the direction of the City Manager, some employees may

be required to work a different schedule due to the requirements of their job classifications or department responsibilities.

c. The workweek for employees on the standard work schedule shall be seven consecutive 24-hour periods, starting at 12:00a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

C. Recording of Work Hours. All employees are required to report their time using the prescribed timekeeping program. In the absences of any clocking-in/out system, employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.

D. Daily Hours of Work/Shifts. Daily hours of work or shifts for employees within departments shall be assigned by Department Heads as required to meet the operational requirements of such departments. The City reserves the right to regulate and/or change the designation of the specific hours or days to be worked by any employee, and no such change in the scheduling of days or hours worked shall be deemed to constitute overtime, provided the total number of hours and days does not exceed those specified as constituting the standard work year, work period, workweek and workday hereunder.

E. Changes in Work Schedules. The City reserves the right to establish and modify work schedules in order to meet the varying needs of the different City departments. Except in the case of an emergency, Department Heads must provide employees with reasonable notice before changing an employee's work schedule. If the needs of the City require that a position be assigned to work a different work schedule or have a different workweek than set forth in this section, the City Manager, in consultation with the Department Head, may designate the work schedule and workweek for employees in that position in writing. Any additional alternative workweeks shall be designated by administrative policy adopted by the City Manager.

F. Meal Periods. Non-exempt employees are entitled to unpaid meal periods during which they shall be entirely relieved of responsibilities and restrictions. Such time shall not constitute hours worked.

1. Non-exempt employees shall be entitled to a 60-minute unpaid meal period during each work shift which equals or exceeds 8 hours; non-exempt employees shall be entitled to a 30-minute unpaid meal period during each work shift which exceeds 5 hours but is less than 8 hours.

2. Supervisors shall schedule meal periods to ensure appropriate coverage.

3. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time

spent on such work shall be kept to a minimum, and may only occur with the prior written authorization of a Department Head. Non-exempt employees who work during their meal periods shall be paid for time worked.

G. Rest Periods. Except where unusual operational demands prevent a rest break, non-exempt employees are entitled to two 15-minute paid rest periods during each work shift which equals or exceeds 8 hours, or one 15-minute paid rest period during each work shift which equals or exceeds 4 hours, but is less than 8 hours. Rest periods shall not be combined or added to employees' meal periods. Rest periods shall also not be added to the beginning or end of an employee's shift.

H. Overtime. Non-exempt employees shall be entitled to overtime at the rate of one and one-half of their regular hourly rate of pay for each hour worked in excess of 40 hours in any one workweek. Employees are not entitled to compensatory time off in lieu of overtime. Exempt employees are not eligible to receive overtime compensation.

1. Calculation of Hours Worked. For the purposes of overtime compensation, "hours worked" shall only include those periods of time that the employee is required to be on duty or to be on the City's premises or at a prescribed workplace, and all time during which an employee is suffered or permitted to work. As such, paid time off, including for example, time spent on a paid leave of absence, sick leave, holidays and CALTime, as well as time assigned as standby duty, shall not be included in the calculation of hours worked.

2. Approval of Overtime. It is the policy of the City to avoid the necessity for overtime work whenever possible. Employees shall take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts.

   Employees shall not perform work outside of their regularly scheduled shifts or in excess of 40 hours in a workweek unless requested to do so by their Department Head or with advance written authorization from their Department Head. This requirement applies to, but is not limited to:

   a. Work performed before the start of the shift;

   b. Work performed during meal periods;

   c. Work performed after the end of the shift; and

   d. Other work performed "off the clock" including work performed at home.

   Time spent on such work outside an employee's regularly scheduled shift shall be kept to a minimum. The City will compensate employees for all hours worked as required by law, including overtime hours worked without approval from the pertinent Department Head. However, employees that work

overtime without receiving prior approval as required under this section, may be subject to disciplinary action, up to and including, termination of employment.

RULE XIII. LEAVES OF ABSENCE

A. Effect of Leave of Absence.

1. Effect of Leave of Absence on Employment Benefits.

   a. Fully Paid Leave. Unless otherwise required by law, an employee on a leave of absence who continues to receive full compensation through the use of their accrued leave banks, or in conjunction with workers' compensation, short-term or long-term disability, or paid parental leave, will continue to receive full employment benefits. Such employment benefits may include, but are not limited to, the accrual of paid leaves, accrual of seniority, and cafeteria contributions which remain at the rate the employee would receive if the employee was working their normal work schedule.

   b. Partially Paid Leave. Unless otherwise required by law, an employee on a paid leave of absence who is receiving less than full compensation from the City through the use of the employee's accrued paid leaves, including workers' compensation, short-term or long-term disability leave, or paid parental leave, shall receive a prorated share of their employment benefits, including, but not limited to, the accrual of paid leaves, cafeteria contributions, or supplemental pay, when only partially paid leave has been received for two consecutive workweeks.

   c. Unpaid Leave. Unless otherwise required by law, an employee on an unpaid leave of absence shall not accrue any employment benefits, including, but not limited to, the accrual of paid leaves, accrual of seniority, cafeteria contributions, and supplemental pay, when unpaid leave has been used for at least 40 hours in a pay period.

2. Effect of Leave on Performance Evaluations and Merit Increases. Unless otherwise required by law, the use of any leave of absence in excess of 30 consecutive days shall cause the date of the employee's performance evaluation, and merit increase, if relevant, to be extended by the same period of time that the employee was absent.

B. Unauthorized Absences. Any employee absent from their job for more than three consecutive working days without prior permission of the Department Head may be considered to have voluntarily resigned from their employment with the City. Any

unauthorized absence may be cause for disciplinary action as provided in these personnel rules.

C. Holidays.

All full-time employees are eligible to receive paid holiday leave under this section. Part-time employees and temporary employees are not eligible for paid holiday leave under this section.

Employees scheduled to work on a holiday listed below will receive pay for actual hours worked as if it were not a holiday in accordance with the Rules, whether that is straight time or overtime as determined in Rule XII. Workweek, Hour of Work and Overtime, in addition to 8 or 10 hours (as described below) of holiday pay. Holiday pay provided under this Rule does not constitute hours worked. Banked holiday hours will no longer be accrued.

1. Holidays Observed for Employees on a 5/8 Work Schedule. As provided in Section B.2. of Rule XII, employees working a 5/8 work schedule, that are regularly scheduled Monday through Friday of each week with occasional Saturdays, shall receive 8 hours of pay for holidays observed and recognized under this subsection. Such employees are entitled to the following days as recognized and observed paid holidays:

   a. New Year's Day (January 1)
   b. Martin Luther King Jr. Day
   c. Presidents' Day
   d. Memorial Day
   e. Independence Day (July 4)
   f. Labor Day
   g. Veterans Day (November 11)
   h. Thanksgiving Day
   i. Day after Thanksgiving Day
   j. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

2. Holidays Observed for Employees on a 4/10 Work Schedule. As provided in Section B.1. of Rule XII, employees working a 4/10 work schedule shall receive 10 hours of pay for holidays listed under this subsection.

   4th of July

   The 4th of July will be a paid holiday only if it lands on a regularly scheduled workday for the employee.

   Day After Thanksgiving

Employees working Monday through Thursday have the option to observe the Day After Thanksgiving as a paid holiday either the Wednesday immediately before Thanksgiving day or the Monday immediately after Thanksgiving, with their Department Director's, or designee's approval to ensure appropriate staffing levels for days that City Hall is open to the public. Employees working Tuesday through Friday shall observe the Day After Thanksgiving as a paid holiday on the Friday immediately following Thanksgiving day.

Winter Break

Each working day commencing December 24 and ending December 31, as well as New Year's Day (January 1) immediately following December 31, shall be recognized as a paid holiday.

Additional Holidays

Employees working a 4/10 work schedule are entitled to the following days as recognized paid holidays, so long as the day does not land on a Saturday or Sunday. Employees working Tuesday through Friday, if a holiday lands on a Monday, the holiday shall be observed on the Tuesday immediately following the holiday.

a. Martin Luther King Jr. Day
b. Presidents' Day
c. Memorial Day
d. Labor Day
e. Thanksgiving Day

D. Comprehensive Annual Leave

Comprehensive Annual Leave (CAL time) is to ensure that all employees have an adequate amount of time off each year for rest and relaxation, personal business, or personal/family illness. All full-time employees earn CAL time from the date of hire. Part-time employees are not eligible for CAL time; however, they will continue to receive sick leave in accordance with state and federal laws as further detailed in section E of this Rule.

1. Computation of CAL Time

Employees covered by this plan will earn CAL time from the date of hire using the following accrual rates, prorated each pay period, as outlined below.

Months of Continuous Employment	CAL Time Hours (Annually)	Biweekly Accrual Rate (hours per pay period)	Maximum Accumulation (hours)
0 - 60	176	6.77	480
61 - 120	216	8.31	480
121+	256	9.85	480

The maximum balance of unused CAL time an employee may have at any one time is four hundred eighty (480) hours. The City Manager may grant an employee, on a case-by-case basis, the ability to accrue annual leave above the annual accrual limit for good cause shown.

2. Procedure for Use of CAL Time

Whenever possible, employees should request time off at least two weeks in advance, however, the advance notice does not guarantee the time off request will be approved. Supervisors, managers, and directors will make every effort to approve requests for time off, while ensuring business priorities are being met.

When an employee is unable to request time off in advance, such as for an illness or emergency, the employee shall notify their supervisor prior to the start of their shift, or as soon as reasonably practicable.

Any employee absent for more than five (5) consecutive work days due to illness or accident may, at the discretion of their supervisor and in coordination with human resources, be required to provide a medical certificate from the employee's medical provider indicating the day(s) of the illness/injury and that the illness/injury prevented the employee from being able to work.

An employee off work or contemplating to be off work due to illness or injury for an extended period equivalent to two (2) workweeks or more shall provide a medical certificate statement as to length of absence from the employee's health care provider stating the employee is either unable to work, or specifically describing any restrictions or light duty requirements.

If a holiday falls on a workday during an employee's CAL time, that day shall be considered as a paid holiday and not CAL time.

3. CAL Time Voluntary Cashout

So long as the employee has at least forty (40) hours of CAL time remaining after any cashout, an employee may cash out up to forty (40) hours of CAL time twice a year, for a maximum of 80 hours of CAL time per calendar year. The times at which CAL time may be cashed out will be determined by the City's Administrative Services Department. CAL time cashout shall be paid at the employee's base rate of pay at the time of the conversion. Each employee eligible for CAL time benefit under this section shall make an election no later than December 31 of each calendar year, as to whether the employee wishes to cash out CAL time accrued and unused during the subsequent calendar year. Should the employee elect to cash out their CAL time and they do not have 40 hours remaining after the cashout, their election will default to the available amount that would provide 40 hours of CAL time remaining. Such an election is irrevocable. If an employee fails to make an election as required by this subsection, such failure will be treated as an

election to not cash out CAL time accrued and unused during the subsequent calendar year.

4. CAL Time Cashout at Termination
At termination of employment for any reason, the City shall compensate the employee for the employee's accumulated, but unused, CAL time at the employee's base rate of pay at the time of termination.

E. Sick Leave for Part-Time and Temporary Employees

1. Applicability. This section applies to part-time and temporary employees only. The City provides paid sick leave to part-time and temporary employees as required under California law. This section does not apply to retired annuitants working for the City.

2. Definitions.

a. Hours Worked. Hours worked shall include all time when a part-time or temporary employee is required to be on duty or to be on the City's premises or at a prescribed workplace, and all time when a part-time or temporary employee is suffered or permitted to work. Paid sick time is not considered time worked.

b. Family member means any of the following: a child (which means a biological child, adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status), a parent (which means a biological parent, adoptive parent, foster parent, stepparent, legal guardian of an employee or registered domestic partner, or person who stood in loco parentis when the employee was a minor child), a parent-in-law, a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling, or a designated person (which means a person identified by the employee at the time the employee requests paid sick leave. The City limits the employee to one designated person per 12-month period for paid sick leave).

3. Paid Sick Leave.

a. Eligibility for Sick Paid Sick Leave. Part-time and temporary employees are eligible for paid sick leave after they work for the City for at least thirty (30) days within a calendar year. Part-time and temporary employees who work fewer than thirty (30) days within a calendar year are not eligible for paid sick leave.

b. Accrual of Paid Sick Leave.

   i. Part-time and temporary employees regularly scheduled to work 10 hours per day shall accrue paid sick leave at the rate of 3.58 hours for each pay period, resulting in 50 hours/5 working days by the employee's 200th day of employment. Once the part-time or temporary employee has accrued 50 hours of sick leave in a 12-month period, regardless of how much has been used, they will not accrue any additional leave until their annual hire date anniversary, at which time their accruals will begin again under this policy.

   ii. Part-time and temporary employees regularly scheduled to work 8 hours per day or less shall accrue paid sick leave at the rate of 2.86 hours for each pay period, resulting in 40 hours/5 working days by the employee's 200th day of employment. Once the part-time or temporary employee has accrued 40 hours of sick leave in a 12-month period, regardless of how much has been used, they will not accrue any additional leave until their annual hire date anniversary, at which time their accruals will begin again under this policy.

c. Qualification Period Prior to Use of Paid Sick Leave. Part-time and temporary employees are entitled to use their accrued paid sick leave only after completing ninety (90) days of employment. Part-time and temporary employees who work fewer than 90 days are not entitled to take any paid sick leave.

d. Notice of Accrued Paid Sick Leave. All accrued paid sick leave will be reflected on each part-time and temporary employee's paystub, including the balance of paid sick leave available.

e. No Advance of Paid Sick Leave. The City will not "advance" or "lend" paid sick leave to a part-time or temporary employee before it has been accrued.

f. Sick Time Rate of Pay. Part-time and temporary employees shall be compensated for paid sick leave at their regular rate of pay for the position and schedule in which paid sick leave is utilized.

g. Annual Paid Sick Leave Use Limit. Part-time and temporary employees may use up to 40 hours or five days, whichever is more, of accrued paid sick leave during a calendar year.

h. Accrued Paid Sick Leave Carry-Over. Unused paid sick leave may be carried over from calendar year to calendar year with a maximum paid sick leave bank of 80 hours or ten working days, whichever is more.

i. Minimum Increments Paid Sick Leave. The minimum charge to a part-time or a temporary employee's paid sick leave account shall be 30 minutes per workday.

j. Permitted Use of Sick Leave. Upon the oral or written request of a part-time or a temporary employee, the City shall permit the part-time or temporary employee to use accrued paid sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.

- Part-time and temporary employees who are victims of crime, abuse, or qualifying act of violence may take time off as paid sick leave to obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

- Part-time and temporary employees who are victims of crime, abuse, or qualifying act of violence may take time off as paid sick leave to seek medical attention for injuries caused by crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; or to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

k. Request for Use of Paid Sick Leave.

- A part-time or temporary employee shall contact the employee's immediate supervisor prior to or within one hour of the commencement of their work shift to report the need for paid sick leave. If no immediate supervisor is available, an employee shall contact the Department Head. Consideration shall be given to emergency situations that restrict the employee from contacting the employee's immediate supervisor within the first hour of work including, but not limited to: accident, injury, or hospitalization. In such emergency situations, an employee shall contact the employee's supervisor as soon as practicable.

- If the need for paid sick leave unforeseeably arises, such as at a part-time or temporary employee's work site, the part-time or

temporary employee shall notify the employee's immediate supervisor before leaving the work site or as soon as practicable.

- When a part-time or temporary employee has advance notice of the need for paid sick leave, such as when scheduling non-emergency medical and dental appointments, the part-time or temporary employee is required to notify the employee's supervisor at least three (3) days in advance of the employee's need for paid sick leave. Part-time and temporary employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.

- A part-time or temporary employee is not responsible for searching for or finding another employee to cover the employee's shift in order to use paid sick leave.

l. Any employee absent for more than five (5) consecutive work days due to illness or accident may, at the discretion of their supervisor and in coordination with human resources, be required to provide a medical certificate from the employee's medical provider indicating the day(s) of the illness/injury and that the illness/injury prevented the employee from being able to work.

m. Unused Paid Sick Leave. No part-time or temporary employee shall be compensated for or allowed to exhaust any accrued paid sick leave upon resignation, including retirement, termination, layoff, or death.

n. Reinstatement of Unused Paid Sick Leave. Unused accrued paid sick leave for part-time or temporary employees at termination shall be reinstated upon return to active status occurring within no more than twelve (12) months of termination. For part-time or temporary employees who return to the City within twelve (12) months from their previous separation, days worked prior to the previous separation will count toward the ninety (90) day qualification period.

o. Paid Sick Leave Accrual Upon Promotion to Full-Time Employee Status. If a part-time or temporary employee is promoted to full-time employee, the employee's accrued unpaid sick leave shall be converted to CAL time.

p. Records Documenting Hours Worked and Paid Sick Leave Accrued and Used. The City shall keep records documenting the hours worked and paid sick leave accrued and used by a part-time or temporary employee for three (3) years.

q. Employee Inspection of Records Pertaining to Paid Sick Leave. Upon reasonable request to the City's Human Resources Department, and within twenty-one (21) calendar days after the request, the City shall afford

current and former part-time and temporary employees the right to inspect or copy records pertaining to their hours worked and paid sick leave accrued and used.

F. Bereavement Leave.

1. Eligibility and Available Leave. An employee is eligible to receive leave under this section if the employee has been employed by the City for at least thirty (30) days prior to commencement of leave. If an employee loses an immediate family member, as defined in this section below, the employee will be allowed to take up to five (5) days of leave per death. Leave days under this section need not be consecutive but shall be completed within three months of the date of death of the immediate family member. The City may request verification of death as permitted under the law.

2. Pay While on Leave. Each employee is eligible to receive up to 40 hours of pay per rolling 12-month period while on bereavement leave as provided in this section. These 40 hours of pay for bereavement leave shall not be chargeable to any other leave balance. Once an employee exhausts available pay under this section, such employee may use other available accrued paid leave to receive pay during additional bereavement leave.

3. Immediate Family Member. For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, half-brother, brother-in-law, stepbrother, half-sister, sister-in-law, stepsister, spouse, domestic partner, child, stepchild, grandparent, grandchild, legal guardian or legal ward.

G. Military Leave. Military leave with or without pay shall be granted in accordance with Section 395 of the California Military and Veteran's Code and the Uniformed Services Employment and Reemployment Rights Act. In addition, leave for military exigency or military caregiver shall be granted in accordance with the Family and Medical Leave Act, as set forth in the City's FMLA/CFRA/PDL Administrative Policy.

H. Victims of Qualifying Act of Violence. Employees who are victims of, or an immediate family member of a victim of crime, abuse, or qualifying act of violence may take time off to obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

Employees who are victims of, or an immediate family member of a victim of crime, abuse, or qualifying act of violence may take time off to seek medical attention for injuries caused by crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; or to participate in safety

planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Time taken off for this purpose is unpaid, however, you may use any available leave balances.

I. Jury Duty.

An employee summoned for jury duty will immediately notify the employee's department head. While serving on a jury, an employee will be given a leave of absence with pay for the duration of the employee's jury duty. Such leave of absence with pay is conditional upon the employee returning to work upon their dismissal each day to complete their normal workday, as required at the employee's department head's sole discretion. Employees who fail to return to work, as required by their department head, are required to use other accrued paid leaves for that period of the employee's absence. Such leave is also conditional upon the employee's conveyance to the City of any compensation received as a juror, not including any travel allowance received.

J. Pregnancy Disability Leave. Employees who are disabled due to pregnancy, childbirth, or related medical conditions shall be granted leave in accordance with the full provisions governing such leave set forth in an administrative policy and in accordance with the law.

K. Family Care and Medical Leave. Employees shall be granted family care or medical leave in accordance with the Family Medical Leave Act and the California Family Rights Act. The full provisions governing such leave will be set forth in an administrative policy.

L. Reproductive Loss Leave. Upon completion of thirty (30) days of employment with the City, all employees are eligible to receive reproductive loss leave as provided in this section.

1. Definitions applicable to this section.

a. Reproductive loss event: means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

b. Failed adoption: means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to any person who would have been the parent if the adoption was completed.

c. Failed surrogacy: means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies

to any person who would have been the parent if the child was born as a result of the surrogacy.

d. Miscarriage: means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

e. Stillbirth: means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

f. Unsuccessful assisted reproduction: means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

2. Leave Entitlement. An employee is entitled to receive up to five (5) days of unpaid leave under this section following a reproductive loss event. If an employee experiences more than one reproductive loss event within a twelve (12)-month period, the City will grant additional reproductive loss leave, under this section, up to twenty (20) days within a twelve (12) month period. An employee may use leave entitlement under this section nonconsecutively. Except as otherwise provided in subsection 3 "Impact of Other Leave" below, leave under this section shall be completed within three (3) months of the reproductive loss event.

3. Impact of Other Leave. If prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under Rules XIII(J) or XIII(K), or any other leave entitlement under state or federal law, the employee shall complete leave under this section within three (3) months of the end date of the other leave.

4. Use of Accrued Paid Leave. An employee may use CAL leave, sick leave, or other leave that is otherwise available to the employee to receive compensation while on leave under this section.

5. Nonretaliation. Noninterference. The City will not retaliate against an employee, including imposing any disciplinary action, because of the employee's exercise of the right for leave under this section or an employee giving information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave. Further, the City will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section.

6. Confidentiality Provision. The City will maintain the confidentiality of any employee requesting leave under this section. Any information provided to the City pursuant to this section will be maintained as confidential and will not be disclosed except, as necessary, to internal personnel, legal counsel, or as may otherwise be required by law.

M. Leave of Absence Without Pay. In accordance with the procedures in this section, a temporary unpaid leave of absence for a defined period may be considered because of illness or disability not protected by law, or for other reason deemed acceptable at the City's sole discretion. The department director may approve up to two weeks of leave without pay. Any amount of leave without pay beyond two weeks must be approved by the City Manager or their designee. This section does not govern leave protected by the law.

1. Exhaustion of Paid Leaves.

   a. Non-medical Leave of Absence Without Pay. An employee requesting leave under this section for nonmedical reasons is required to fully exhaust all of their paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

   b. Medical Leave of Absence Without Pay. An employee requesting leave under this section for medical reasons is required to fully exhaust all of their paid leaves, including sick leave, in order to be eligible to receive a leave of absence without pay.

2. Accrual of Benefits. Leave of absence without pay shall not be construed as a break in service or employment, and rights accrued at the time leave is granted shall be retained by the employee; however, CAL time, sick leave (where applicable), increases in salary, health benefit allotments, allowances and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range the employee received when they began their leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward by an amount equal to the days of unpaid leave taken by the employee.

   Failure of the employee to return to their employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended.

N. Administrative Leave. As compensation for the unique nature of their jobs, including after-hours meetings or work, the City provides Administrative Leave as described below to Executive, Management and General positions classified as exempt on the City's Pay Plan. Administrative Leave amounts are subject to modification from time to time at the City's sole discretion, as follows:

1. Employees in the Executive classification shall receive 80 hours of Administrative Leave per fiscal year.

2. Employees in the Management classification shall receive 60 hours of Administrative Leave per fiscal year.

3. Employees in the General classification which are classified as exempt shall receive 20 hours of Administrative Leave per fiscal year.

The City Manager shall have the authority to grant Administrative Leave to any employee in recognition of additional hours worked, extraordinary service, or to otherwise meet City needs.

Administrative Leave shall be credited and vest on July 1st of each year. New eligible employees shall be credited with a prorated number of Administrative Leave hours based on the number of months remaining in their first fiscal year as an eligible employee. One day worked in a particular month shall be considered as qualifying for that month.

Administrative Leave cannot be carried forward from year to year, and any unused leave will be cashed out on June 30th of each year. At separation of employment for any reason, the City shall compensate the employee for the employee's accumulated, but unused, Administrative Leave at the employee's base rate of pay at the time of separation.

O. Fitness for Duty Leave.

1. Purpose/Policy. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Rule is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels unfit to perform their duties, the employee must notify their supervisor immediately.

2. Reasons for Fitness for Duty Leave. In the discretion of the City, an employee may be placed on a paid Fitness for Duty Leave and a fitness for duty examination may be ordered in any of the following situations:

   a. An employee returns from a medical leave of absence of more than five working days.

   b. An employee is involved in the interactive process with the City under Rule III.C.

   c. Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness,

dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.

d. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol shall be conducted in accordance with the City's Drug-Free Workplace Policy.

3. Procedures for Ordering a Fitness for Duty Examination. When a supervisor becomes aware of or observes behavior that makes the supervisor reasonably suspect that an employee may not be fit for duty, the supervisor shall confer with the Personnel Officer to discuss the supervisor's basis for the reasonable suspicion that the employee may not be fit for duty. After such conference between the supervisor and the Personnel Officer, the Personnel Officer may request the supervisor to refer the employee to the Personnel Officer who will determine whether a fitness for duty examination is necessary and should be scheduled. If the circumstances warrant it, the Personnel Officer may place the employee on a paid or unpaid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City. If the employee is placed on Fitness for Duty leave while at work, under no circumstances is the employee to drive themselves to any secondary location, whether that is to the employee's home, an examination facility, or elsewhere.

4. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty." In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the fit or unfitness for duty without the employee's permission.

a. Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of their position.

b. Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically list what restrictions are necessary and for how long those restrictions are necessary. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C. The City shall then evaluate those restrictions and determine if the restrictions can be reasonably accommodated.

c. Unfit for Duty. If the employee is found to be unfit for duty, the employee shall not be permitted to work. The Employee may request a leave of absence in accordance with the appropriate subsection of this Rule. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that the employee is entitled to

under these Rules, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor shall be binding. If the employee's restrictions are based on a disability or a medical condition as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C.

P. Voting Leave. The City encourages eligible employees to register and vote in all federal, state and local elections. Employees of the City are expected to vote prior to or following their assigned working hours. In accordance with the *Election Code*, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections, the employee may take off such working time as will enable the employee to vote. A maximum of two hours may be taken with pay. To receive time off for voting, the employee must notify the employee's Department Head in advance. Employees who need Voting Leave, must take such leave at the beginning or end of the employee's work shift, based on the needs of the Department and the employee's schedule. The exact amount of time off work and the scheduling of time off shall be decided between the employee and the employee's Department Head. Employees who use Voting Leave are required to present a voter's receipt to their Department Heads.

Q. Subpoenaed Absence. An employee who is subpoenaed or otherwise required under a court order to provide testimony as a witness, may receive the employee's regular pay during the employee's absence, whether such subpoena is related or unrelated to City business. An employee who receives a "Summons or Subpoena to Appear" for witness duty, must provide reasonable advance notice to the employee's supervisor and human resources and provide a copy of the original summons to human resources.

R. Personnel Action Leave. The City has the right to place an employee on leave at any time with full pay. An employee may be placed on personnel action leave pending investigation of misconduct, potential disciplinary action, or other reasons that the City Manager, in the City Manager's discretion, believes warrant such leave. If the City Manager is to be placed on personnel action leave, it will be done so at the discretion of the majority vote of the City Council. A personnel action leave shall not have any negative effect on the employee's benefits. Personnel action leave may also be referred to as "Relief of Duty." An employee assigned to personnel action leave shall be required to be available by phone during the employee's regular working hours. In addition, employees on a personnel action leave are prohibited from entering City facilities or property or communicating with City employees, except to the extent that non-employees may access City facilities, property, or

employees. The City Manager may place other reasonable restrictions on an employee during the period of personnel action leave.

S. School Leave. The City will grant a leave of absence to an employee who is the parent, guardian, or grandparent of a child, in accordance with the following provisions.

1. Permissible Purposes:

a. To participate in the activities of the child's primary or secondary school or licensed childcare provider;

b. To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed childcare provider.

c. To address an emergency, such as:

i. A request from childcare provider or school that the child be picked up.

ii. A provision in the attendance policy for the childcare provider or school, other than a planned holiday, that prohibits the child from attending.

iii. Closure or unexpected unavailability of the childcare provider or school, other than during planned holidays.

iv. A natural disaster, including, but not limited to, fire, earthquake, or flood.

d. To appear at the school of a suspended child pursuant to a request made by the child's school under California Education Code section 48900.1.

2. An employee may take up to 40 hours of leave per calendar year, but no more than eight or ten hours, based on their normal daily hours scheduled, in one calendar month. However, no limit shall be placed on the amount of leave taken under Section (S)(1)(d) of this rule. If more than one City employee requests leave in connection with the same child, only the first employee to provide notice is entitled to receive leave. The second employee may also be permitted to take a simultaneous leave of absence if the second employee obtains written supervisory approval. The amount of leave available is fixed at a maximum of 40 hours per calendar year, regardless of the number of children, grandchildren, or wards that an employee may have.

3. An employee must provide reasonable advance notice of the need for leave and must make all reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the City. If an emergency makes such notice impossible, the employee shall notify the employee's Department Head as

soon as possible. Employees returning from leave may be required to provide written verification from the school or childcare provider of the employee's need for leave at the specific time and date. If an employee fails to provide sufficient verification, the City may determine that the leave time was unauthorized.

4. Leave under this section is unpaid. However, an employee may choose to use any accrued leave, including CAL time when taking leave under this section.

T. Workers' Compensation. Workers' compensation applies to all employees who experience an injury or illness that arises out of the course and scope of employment. Employees must immediately report all injuries or illnesses related to the scope of their employment to their supervisor or human resources. If an employee is incapacitated and unable to immediately report their injury or illness, they must report their injury or illness as soon as they are reasonably able to do so.

Employees seeking immediate medical attention at the direction of their supervisor, or in emergency situations, shall receive payment for time spent waiting for and receiving treatment, through the end of their scheduled shift on the date of injury or the date which their supervisor sends them for treatment, only. Subsequent appointments are dictated by the doctor, and therefore time spent at the appointments are not paid for through temporary disability insurance. Employees attending follow-up appointments may use their supplemental leave accruals for appointments for which they are unable to attend outside of working hours.

Before the start of benefits, injured employees shall serve a waiting period of three-calendar days. The waiting period need not be consecutive days. Partial days of absence for doctor appointments or authorized periods of disability may be accumulated to equal full days and charged to the waiting period. For the purpose of calculating the waiting period, the day of the injury shall be included unless the employee was paid full wages for that day. The waiting period is waived if the:

- Injury was caused by a criminal act of violence, or
- Employee is disabled more than 14 calendar days, or
- Employee is hospitalized as an inpatient for treatment required by the injury or illness.

RULE XIV. ATTENDANCE

A. Attendance. Employees will be in attendance on time at their workstation or location in accordance with the rules regarding hours of work, holidays, and leaves. Employees will make every effort to schedule personal appointments outside their working hours. Employee adherence to the rules governing attendance, leaves of absence and tardiness will be reviewed and evaluated during the employee's annual

performance evaluation. All supervisors/managers will keep track of employee attendance records, which will be reported to Administrative Services by approval of electronic timesheets.

B. Tardiness. It is the responsibility of the employee to arrive at work on or before the assigned time each day. If for some reason beyond the control of the employee, it is not possible for the employee to come to work on time, arrangements in advance with the Department Head must be made at the earliest possible time. In no case will repeat tardiness be tolerated.

C. General Absences. Pre-authorized time off, authorized paid/unpaid leaves of absence due to bona fide illness or injury, jury duty, bereavement, or other City leaves are the only types of absences permitted. All others will be considered a violation of these Rules.

D. Unauthorized Absences. An employee who is absent for a full shift without notification or authorization may be subject to disciplinary action, up to and including, termination of employment.

E. Remote Work. All employees are expected to perform their duties on-site unless an alternative arrangement is expressly authorized by the City Manager, at the City Manager's sole discretion. Remote work is not a right and may be rescinded at any time based on the operational needs or performance considerations.

RULE XV. LAYOFF/SEPARATION/RETIREMENT

A. Layoff. Whenever, in the judgment of the City Council, it becomes necessary to abolish any position or employment, the employee holding such position or employment, may be laid off without disciplinary action and without the right of appeal, unless otherwise required by law. The City Manager shall determine the class and number of positions within each class to be affected, as well as the effective date of the layoff.

1. Notification. Employees to be laid off shall be given, whenever possible, at least 14 days prior notice.

2. Order of Layoff. In each class of position, employees shall be laid off according to the needs of the service as determined by the Department Head and the Personnel Officer.

3. Reemployment List. The names of persons laid off or demoted in accordance with this section shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by every Department Head when a vacancy arises in the same or lower class of position before certification is made from an eligible list or starting a recruitment. Names of

persons laid off shall be carried on a reemployment list for one year, except that of persons appointed to a position of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position until a full year lapses following the layoff or demotion under this section.

B. Resignations. Employees may resign at any time. However, the City requests that resigning employees file a written resignation stating the effective date and reason(s) at least two weeks prior to leaving the City's service. The resignation date should be the last day the employee actually worked.

C. Terminations. The City may terminate any employee at any time with or without cause and with or without notice.

D. Retirement/Disability Retirement. In accordance with the City's contract with the California Public Employees' Retirement System (CalPERS), employees who meet the age and service credit minimums may qualify for a service retirement from CalPERS. Under CalPERS laws, an employee who is unable to perform their job because of an illness or injury which is expected to be permanent or last indefinitely, may be entitled to receive a disability retirement.

RULE XVI. ETHICAL STANDARDS

A. Outside Employment, Enterprise, or Activity. In accordance with California Government Code section 1125 et seq., no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to the employee's employment, their ability to perform their duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of City operations. Employees are required to request prior approval from the City before engaging in any outside employment.

1. Employees are required to notify their Department Head in writing of all outside employment in which they are engaged, regardless of when that outside employment began, so that the City may assess whether such outside employment conflicts with the employee's City employment. Outside employment conflicts with the City's employment when it interferes with the performance of the employees' City duties, presents a conflict of interest, or discredits the City. An employee's outside employment, enterprise, or activity will be prohibited when any of the following are present:

   a. It involves the use for private gain or advantage of their City time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of their City employment;

b. It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of their City employment or as part of their duties as a City employee;

c. It involves the performance of an act, in other than their capacity as a City employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the City; or

d. It involves the time demands as would render performance of their duties as a City employee less efficient. To better determine whether the outside employment renders employees' performance of their duties less efficient, the City will evaluate the employees' outside employment's nature of job duties, hours, or conditions of outside employment. Employees are required to disclose any change to the nature of their job duties, hours, or conditions of outside employment.

2. When outside employment is reported to a Department Head, the Department Head, in consultation with the Human Resources and Risk Manager, shall determine whether the employee's outside employment conflicts with the performance of their duties and shall advise the employee of their determination in writing. An employee who is unsatisfied with the decision of the Department Head may appeal the decision to the City Manager. An employee wishing to appeal this determination must file a written appeal to the City Manager within 10 days of receipt of the Department Head's decision. The City Manager shall meet with the employee and determine whether the employee's outside employment conflicts with the performance of their duties as a City employee. The City Manager shall advise the employee and the Department Head of the City Manager's determination in writing within 15 days of meeting with the employee. The City's Manager determination shall be final and binding on all parties.

3. If, after providing approval for outside employment under this Rule, the City Manager, at their discretion, later determines that the outside employment is in conflict with the City's employment, then the City Manager may revoke such approval for outside employment. Failure of the employee to cease outside employment consistent with the timeline then provided by the City Manager, may result in disciplinary action, up to and including, termination of employment.

B. Political Activities. Consistent with the provisions of California Government Code section 3201 et seq., employees may not engage in political activity during working hours, while on City property on which members of the public would not be entitled to engage in political activities, while acting in an official capacity during work hours, or while in uniform. This includes, but is not limited to, campaigning for or against a

candidate or ballot measure; wearing or displaying political buttons, signs, or clothing in the workplace; and/or soliciting political contributions from other employees during work hours.

1. Use of City Resources Prohibited. The use of City resources are prohibited for the use of political activity, including, but not limited to, City funds, facilities, equipment (including printers), vehicles, electronic devices, or communication platforms.

2. Presentation of Views. Employees may not imply that their political views or activities represent the official position of the City. The use of official titles or City affiliations in political endorsements or campaigns is prohibited.

3. No Retaliation. Employees shall not be retaliated against for lawful political activity conducted on their own time and without the use of City resources.

C. Solicitation of Political Contributions. Consistent with the provisions of California Government Code section 3201 et seq., no City employee may knowingly, directly or indirectly, solicit a political contribution from a City employee, City officer, or person on an employment list. However, this does not prohibit City employees from requesting political contributions if the solicitation is part of a solicitation made to a significant segment of the public, which may include City employees. This also does not prohibit a City employee from soliciting or receiving political funds or contributions to promote the passage of or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of City employees, provided that such solicitation cannot occur during working hours or while on City property. For purposes of this section, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

D. Contracts and Conflicts of Interest. In accordance with California Government Code section 1090 et seq., no City employee can be financially interested in any contract made by the employee in the employee's official capacity, or by any body or board of which the employee is a member.

E. Conduct During the Workday. During the workday, employees are expected to devote their full time to the performance of their assigned duties. Any approved outside work, hobbies, or personal business must be performed during off-duty hours.

F. Employees with Access to Confidential Information. In performing their duties, employees may have access to confidential information, including, but not limited to, employees' personnel files and the personal or financial information of other City employees or persons who do business with the City. In addition, some City employees will be involved in some communications with the City Attorney's Office,

which can be protected by the attorney-client privilege. Employees with such access are required to keep such information confidential.

RULE XVII. DISCIPLINARY ACTIONS

A. Reason for Disciplinary Action. While the City maintains an at-will employment environment and may terminate any employee at any time with or without cause, the City also reserves the right to take disciplinary actions against any employee. Disciplinary measures may be taken for any good and sufficient cause. Cause may include, but is not limited to, any of the following:

1. Violation of the personnel ordinance or of these personnel rules.

2. Violation of any policies, procedures, personnel rules and/or regulations of the employee's department.

3. Any act of insubordination.

4. Act detrimental to the public service.

5. Refusal or inability to comply with the duties of the position occupied by the employee.

6. Any type of misfeasance, malfeasance or nonfeasance relating to their duties, office or position.

7. Fraud in securing employment or making a false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

8. Dishonesty.

9. Incompetence, such as failure to comply with the minimum standards for an employee’s position.

10. Absence from the job during working hours without permission from the employee’s supervisor or Department Head.

11. Conviction of a misdemeanor relating to the employee’s fitness to perform assigned duties, or conviction of a felony.

12. Discourtesy to the public, employees, or other persons with whom the City maintains a relationship; or engaging in treatment that does not foster cooperation.

13. Harmful gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging others to do the same.

14. Misuse or abuse of City property or equipment.

15. Substandard job performance.

16. Failure to maintain any employment qualification.

17. Discrimination and/or harassment of employees or applicants based on a protected characteristic, as set forth in the City's Harassment, Discrimination and Retaliation Prevention Policy.

18. Failure or refusal to properly or satisfactorily perform assigned duties.

19. Theft or harm to City property or the personal property of another.

20. Inattention to duty, indolence, carelessness or negligence in the care or handling of City property.

21. Assault, battery, horseplay, or fighting while on duty or under the guise of office.

22. Gambling on City property or during working hours.

23. Sleeping on the job.

24. Improper use of City funds.

25. Acceptance or solicitation or bribes or extortion.

26. Abuse of CAL time or sick leave, repeated tardiness, or excessive absenteeism of any kind.

27. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.

28. Refusal or failure to report to work in a disaster or an emergency.

29. Falsification of any City report or record, or of any report or record required to be filed by the employee.

30. Use of influence of position with the City for private gain or advantage, or the use of time, facilities, equipment or supplies for private gain or advantage.

31. Disclosure of confidential or proprietary City information to unauthorized persons, employees, or organizations.

32. Use of City tools, equipment, or other property for private, personal, unauthorized, or inappropriate purposes.

33. Use of City documents, software, or other information for personal use or for use other than City business.

B. Types of Disciplinary Actions. The City employs a disciplinary system, which includes a variety of levels of disciplinary actions, up to and including termination of employment. However, nothing in this disciplinary policy should be interpreted in any way that would affect the employee's at-will employment status. Notwithstanding any provision of this policy, all employees may be terminated at any time, with or without notice, and with or without cause. The City may take any of the following types of disciplinary actions against its employees:

1. Verbal Reprimand. Verbal reprimand as a disciplinary action means the employee is informed of their poor performance or misconduct verbally by their supervisor. Such verbal reprimand may be followed up with a written documentation memorializing the verbal reprimand.

2. Written Reprimand. Written reprimand as a disciplinary action means an official notification to the employee that there is cause for dissatisfaction with their services and that further disciplinary measures may be taken if such cause is not corrected. Official reprimand shall be given in the manner prescribed by the Personnel Officer, or designee. Reprimand notices shall be made a part of the employee's official personnel record.

3. Suspension Without Pay. Suspension without pay shall be a temporary separation from City service. Employees are ineligible to use any accrued leave during a suspension without pay.

4. Reduction In Range. Reduction in step within range as a disciplinary measure is the withdrawal of increments granted for merit, efficiency and length of service. Reduction in pay shall become effective on the first pay period following the effective date of the disciplinary action.

5. Involuntary Demotion. Demotion without consent shall include a reduction in classification or rank, with commensurate reduction in salary.

6. Termination. Termination is the dismissal of an employee from City service.

C. Authority for Disciplinary Actions.

1. The Department Heads and/or City Manager shall have authority to take disciplinary action and they may delegate to certain of their subordinate supervisory employees the authority to make verbal or written reprimands.

2. The Human Resources and Risk Manager or designee shall be notified of any contemplated disciplinary action prior to the time it is taken.

D. Notice of Disciplinary Action. When disciplinary action, other than verbal or written reprimand, is to be taken against an employee, the Department Head or City Manager shall notify the employee in writing of the disciplinary action to be taken, the reasons for the disciplinary action, and the effective date of such disciplinary action, if applicable. Because all employees are at-will, there is no right to appeal or challenge disciplinary action. However, in certain circumstances, the employee may be entitled to a name-clearing hearing before the Personnel Officer consistent with Rule XVII.E. below. If the employee does not meet the criteria set forth in Rule XVII.E.1., then the employee is not entitled to any hearing, appeal, or waiting time before the disciplinary action is imposed on the employee, and such disciplinary action may be effective immediately.

E. Name-Clearing Hearing. In certain circumstances, an employee may be entitled to a name-clearing hearing before the disciplinary action is imposed by the City. In such circumstances, the employee will be entitled to a name-clearing hearing in accordance with this section.

1. Criteria for Entitlement to a Name-Clearing Hearing. In accordance with state and federal law, when the following three elements are present, the employee is entitled to a name-clearing hearing:

   a. A stigmatizing charge; and

   b. The employee's denial of the stigmatizing charge; and

   c. Public disclosure of the stigmatizing charge.

2. Name-Clearing Hearing. If the employee has satisfied all three criteria set forth in Rule XVII.E.1., based on the employee's Department Head or City Manager's determination, then the employee is entitled to a hearing in order to clear the employee's name. Under this limited circumstance, the City shall provide the employee with at least five days' notice of its intent to discipline the employee. During those five days, the employee may request a name-clearing hearing. If the employee desires a name-clearing hearing, the employee must file a written request with the Personnel Officer or designee within five days of receiving notice from the City of its intent to impose disciplinary action.

   If the employee does not timely request a name-clearing hearing, then the employee will have been deemed to have waived their right to said hearing. If the employee requests a hearing then the Personnel Officer or designee will make all necessary arrangements for the hearing prior to imposing the disciplinary action. The hearing shall be before the Personnel Officer or designee. The employee is not entitled to a full evidentiary hearing but is only

entitled to the opportunity to clear their name of the stigmatizing charge(s). All name-clearing hearings shall be held in private unless the employee requests a public hearing in writing.

RULE XVIII. GRIEVANCE PROCEDURE

A. Purpose of the Grievance Procedure. The grievance procedure shall be used to resolve employee complaints regarding an alleged violation or interpretation of the City's personnel ordinance or these personnel rules. Specifically excluded from the grievance procedure are:

1. Performance evaluations, or performance improvement plans;
2. Deferred or denied merit salary increases;
3. All salary decisions;
4. Verbal counseling, including all disciplinary actions;
5. Classifications and work assignments;
6. Policy decisions of the City Council;
7. Any disciplinary actions under Rule XVII.B, or procedure imposing such disciplinary action;
8. Transfer to another position without a loss of pay;
9. Any aspect of the employment examination or selection process;
10. Any matter covered by law or external administrative procedure; and
11. Matters for which there is a separate appeal.

B. Grievance Procedure.

Step 1 The employee shall inform, in writing, the employee's immediate supervisor of their grievance and relevant facts within seven days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to provide complete grievance details may result in a delay in processing the grievance. At least one conference shall be held between the employee and their immediate supervisor after the employee has expressed their

grievance. The supervisor shall advise the employee of their decision within 14 days following notification of the grievance.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the grievant may, within seven days after receipt of their supervisor's response, submit the grievance to their Department Head. Such submittal shall be on the City's designated grievance form and shall include details of the original grievance. The grievance must include a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; and any potential witnesses. After receipt of the grievance form, the Department Head will meet with the grievant within seven days of receiving the grievance form and make such investigation as is required. Within seven days of their meeting with the grievant, the Department Head shall return the original of the grievance form to the employee along with their written decision on the grievance.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within seven days of receipt of the Department Head's decision, submit the grievance for consideration by the City Manager or designee. Such submittal shall be on the grievance form, and shall include details of the original grievance; a statement of the event causing the grievance; the personnel rule or provision of the personnel ordinance alleged to have been violated; the relief sought by the employee; any potential witnesses; a written statement of any issues which are still in dispute; and the specific basis upon which the grievant takes issues with the position of their Department Head. The City Manager or designee shall take such review and investigative action as they deem necessary and inform the grievant of their decision within 14 days of receipt of the grievance. The decision of the City Manager is final and binding and no further appeal may be had by the employee.

C. General Provisions.

1. No retribution or prejudice shall be suffered by employees making good faith use of the grievance procedure. All parties will act in good faith while attempting to reach a solution at the earliest possible step of the procedure. The employee will have the assurance that filing a grievance will not result in reprisal of any nature. The City will not retaliate against any employee because of the employee's good faith use of the grievance procedure.

2. Failure by management at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the grievant to proceed to the next step. The grievant shall be entitled to be present at all steps of the procedure.

3. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered, and the grievant waives all further appeal of the matter.

4. The time limits specified at any step in this procedure may be extended by mutual written agreement.

5. The original of the grievance form shall accompany all requests for institution of the next step in the grievance procedure and shall be maintained in the employee's personnel file at the completion of the grievance procedure.

6. Communication with grievant shall be processed by personal signed receipt of document, certified mail, registered mail, or email with a read receipt returned.

RULE XIX. EMPLOYMENT BENEFITS

A. Health Benefits. Accident, health, hospital, dental and vision insurance to cover non-occupational injuries and sickness for full-time employees will be provided by the City, as set forth in the benefits flyer/schedule.

1. Any employee who does not use their full allotment for medical, dental and vision benefits may apply the remaining amount to cover the costs of other insurances, such as supplemental insurance plans, as allowed by IRS Code 125.

2. The City will permit employees to take “cash in lieu” of the medical, dental or vision insurance allotment if the employee provides proof of alternative health insurance coverage and waives the full Health Benefit Allotment. The “cash-in-lieu” amount is set by resolution approved at the September 10, 2025, regular City Council Meeting, or as may be subsequently amended..

3. The City contributes directly to the cost of health care premiums in accordance with Resolution 2010-48, or as may be subsequently amended.

4. The City reserves the right to modify the contribution amount or to terminate its participation in the Public Employees’ Medical & Hospital Care Act program (PEMHCA) at any time in accordance with the CalPERS rules.

B. Retirement Benefits. The City has contracted with the California Public Employees' Retirement System (CalPERS) for retirement benefits. Eligible Employees receive retirement benefits in accordance with CalPERS calculations and the Public Employees’ Retirement Law (PERL).

RULE XX. EDUCATIONAL ASSISTANCE

A. Educational Reimbursement for Training and Advancement.

The responsibility for developing training programs for employees is with the City Manager and Department Heads, jointly. When an educational course to be taken by an employee will benefit the City, the City Manager may authorize reimbursement by the City of tuition charges and books. An "educational course" may include courses that are in furtherance of a degree, other college-credit courses, or training. In order to be eligible for educational reimbursement, the employee must obtain written approval of the City Manager prior to enrolling in any courses. Failure to receive written approval may result in funds not being available. Educational reimbursement shall not exceed $1,500.00 in any fiscal year and is not compensation reportable for retirement purposes.

Employee's may qualify for reimbursement provided that:

1. The employee has not received any evaluations indicating their overall rating is unsatisfactory or needs improvement;

2. The class or classes did not commence until after the employee's hire date; and

3. The employee receives a grade of "C" or better, or a "pass" or "credit" for those classes where a pass/fail or credit/no credit grading system is used.

   In order to receive reimbursement, the employee must submit a copy of their signed Tuition Reimbursement Request form, a copy of their grade (an unofficial transcript is acceptable) and receipts for their tuition and/or required materials. Any required materials must be described in a document provided by the instructor.

B. Licenses and Certification Assistance.

1. In cases of enrollment for any certification which is a condition of employment, the City shall pay required application fees in advance.

2. The cost of licensing fees, renewal fees, and test fees for all levels of certification related to the position currently held or for advancement within the City are reimbursable, upon receipt of the certification or license. To obtain reimbursement after successful completion of the test/renewal/license process, the employee is responsible for submitting proof of payment for test fees, renewal fees, and license fees, along with proof of the certification or license, to the City Manager or designee. In unusual circumstances, the City Manager may authorize the payment of the test/renewal/license fees in advance.

RULE XXI. WORKPLACE VIOLENCE PREVENTION

The City maintains a standalone administrative policy for workplace violence prevention: the City of Wildomar Workplace Violence Prevention Plan. Employees should refer to the stand-alone policy for details regarding the prevention of workplace violence.

RULE XXII. DRUG- and ALCOHOL-FREE WORKPLACE POLICY

The City of Wildomar maintains a drug- and alcohol-free workplace. It is the desire of the City that all work environments of employees be safe and productive and free of the influence of drugs and alcohol. The City is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by drug and alcohol abuse.

For additional details, employees should refer to the City's policy regarding drugs and alcohol in the workplace will be set forth in an administrative policy.

RULE XXIII. ELECTRONIC COMMUNICATIONS POLICY

The City provides its employees with certain electronic communications devices. All technology systems, including email, internet and mobile devices, are City property and should be used for official purposes. Limited personal use may be allowed if it does not conflict with any other Personnel Rules and Regulations, City policies, or interfere with job performance or City operations. Employees shall have no expectation of privacy when using City systems, software or hardware. Employees should be aware that no computer usage, including messages transmitted or received on the computer system are private or confidential. Misuse may result in discipline up to and including termination.

The City's full policy regarding the use of electronic communications equipment will be set forth in an administrative policy.

RULE XXIV. SOCIAL MEDIA POLICY

Employees shall not post confidential, defamatory, or inappropriate content related to City business on social media platforms. Employees may not represent their views as those of the City. Management employees and public-facing staff must exercise heightened caution due to their visibility

For additional details, employees should refer to the City's stand-alone Social Media Policy.

RULE XXV. UNIFORMS AND EQUIPMENT

A. Uniforms. Certain employees are required to wear a uniform in the performance of their job duties. All uniforms are expected to be clean and in good repair. Some uniforms consist of specific City-issued polo shirts and pants; in these circumstances the employee will wash their own uniforms, however replacements will be provided by the City, as needed. Uniforms provided to the Facilities Contract Specialist, Senior Facilities Maintenance Worker, Maintenance Workers and Senior Maintenance Workers will be furnished to employees at the City's expense. The City is also responsible for the maintenance, cleaning, and replacement of these uniforms, at the City's expense.

City uniforms are not suitable for everyday wear outside working hours, as such, employees shall wear the uniforms only while on duty and traveling to and from City work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on City duty.

B. Equipment. The City shall provide employees with the essential equipment to perform the duties of their positions. Employees are responsible for requesting training on equipment that they are unfamiliar with. Also, employees are responsible for the proper operation and maintenance of all equipment.

C. Safety Equipment and Protective Clothing. Certain employees will be required to wear approved safety shoes and other safety equipment and protective clothing. Employees failing or refusing to wear such safety equipment and protective clothing as appropriate will be subject to disciplinary action up to and including termination. If any employee is unable to wear such safety equipment and protective clothing for medical reasons, the employee must submit to the City a healthcare provider's statement covering the reasons. Upon receiving such statement, the City will engage the employee in the interactive process as may be required by law and these Rules to determine whether a reasonable accommodation is available.

RULE XXVI. EMPLOYEE REIMBURSEMENTS AND ALLOWANCES

A. Reimbursement.

1. Electronic and Mileage Reimbursement. Employees who are required to use their personal electronic devices and/or personal automobiles during the course of their employment, and are not receiving an allowance for such item(s), will be entitled to receive reimbursement for the costs of actual expenses incurred in the performance of their duties or at the IRS Standard Mileage Rate for mileage reimbursement. Employees are required to submit receipts in support of their claimed expenses.

2. Safety Shoe Reimbursement. Employees required to wear safety shoes shall be reimbursed for the purchase of such shoes, so long as they meet the appropriate

requirements. Employees will be provided reimbursement for safety shoes up to $250 each fiscal year, on an as-needed basis for regular wear and tear. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual $250 maximum. Any remaining balance will not carryover to the next fiscal year.

In order to receive reimbursement, the employee must submit original receipts as proof of purchase, as well as verification that the shoes purchased meet the required safety standards to the department's designee to confirm the safety requirements are met. Verification of the safety standards can include any document showing the shoe and its safety rating, which would match the shoe on the receipt. The department's designee will then send the reimbursement request to Finance for reimbursement. If during the course of work, an employee's safety shoes are destroyed due to unforeseen or accidental circumstances while working and the employee has used their maximum allowance, a supervisor may authorize one replacement pair of safety shoes up to $100 per fiscal year.

Safety shoes must meet the ANSI Z41-1999 and ASTM F2412-05 standards. The ANZI Z41-1999 is the standard on Protective footwear from 1999, and the ASTM is the American Society for Testing and Materials Foot Protection testing method from 2005. Most shoes show ASTM F2413—18, a standard that complies with ASTM F2312-05.

Below is a list of classifications authorized for reimbursement of safety shoes. Any classification not specifically listed below is not authorized by the Personnel Rules for reimbursement of safety shoes and must be approved on a case-by-case basis by the department director.

City of Wildomar Positions Designated for the Safety Shoes Reimbursement
Facilities Contract Specialist
Senior Facilities Maintenance Worker
Maintenance Worker I/II
Senior Maintenance Worker
Field Supervisor
Maintenance Manager
Public Works Inspector I/II
Associate Engineer

Senior Engineer
Engineering Division Manager
Principal Engineer
Building Inspector I/II
Senior Building Inspector
Building Inspection Supervisor
Chief Building Official
Code Enforcement Technician
Code Enforcement Officer I/II
Senior Code Enforcement Officer
Code Enforcement Supervisor
Code Enforcement Manager

B. Allowance. Certain employees may be provided with a monthly allowance to compensate the employee for the use of their personal electronic devices and/or personal automobile during the course of their employment. The City Manager, in their sole discretion will have the ability to determine which employees are eligible for such an allowance. If an employee receives an allowance under this section, the employee is not eligible for reimbursement under Section A.1 of this Rule, unless the employee provides receipts establishing that the allowance was insufficient to compensate the employee for all work-related use of their personal device and/or automobile. Allowances are not provided for voluntary benefits, such as voluntary remote work.

When eligible for an allowance, the following amounts may be provided:

1. Personal Cell Phone: $60/month
2. Personal Home/Mobile Internet: $60/month
3. Automobile: up to $500/month (varies per position and usage)

RULE XXVII. DISASTER AND EMERGENCY SERVICE WORKERS

A. Employees Designated as Disaster Workers. The protection of the health and safety, and the preservation of lives and property from the effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or extreme

peril to life, property, and resources, is paramount to the City. When a disaster strikes, the Wildomar community looks to City employees for leadership and assistance in mitigating its effects. The assistance of City employees is vital to ensuring that this community recovers from a disaster as quickly as possible. It is important that all City employees be available to assist in responding to disasters, regardless of the position they hold. As such, in accordance with the provisions of Government Code sections 3100 et seq., all City employees are declared to be disaster service workers.

B. Oath or Affirmation. All employees are required to take and subscribe to the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California at the commencement of their employment. The City Clerk shall maintain the oath or affirmation of all City employees for at least five years after the employee's termination of employment.

C. Declaration of Disaster or Emergency. Upon the declaration of a disaster or an emergency, employees are required to follow directions given in accordance with the City Emergency Management Plan.

D. Employee Disaster Responsibilities.

1. Off-Duty Procedures.

a. Employees With Pre-Designated Roles. After ensuring that their families are safe and any short-term arrangements have been made for their families' security, employees who have pre-designated emergency or disaster roles shall respond according to those established procedures.

b. Employees Without Pre-Designated Roles.

i. Communication Systems Not Functioning. When the telephones or other communication devices are not functioning, employees who do not have pre-designated emergency or disaster roles should gather information from radio and television broadcasts, as well as email and City social media websites such as Facebook and Instagram, and comply with any instructions given for City employees. Unless an employee cannot physically report to work, all City employees are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.

ii. Communication Systems Are Functioning. If the telephones or other communication devices are working, employees shall make every effort to contact their immediate supervisor for instructions as soon as possible. Unless otherwise instructed or if it is physically impossible for the employee to report to work, all City employees

are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.

2. On-Duty Procedures.

   a. Remain On Duty. All employees are expected to remain on duty at their normal work location or at a disaster location, unless dismissed by the proper authority. Every attempt possible will be made by the City to assist each employee in communicating with the pertinent employee's family.

   b. Ongoing Disasters. For disasters extending beyond the normal workday, employees are required to follow the direction and order of the proper authority.

3. Employees Physically Unable to Report to Work. In the event that an employee is unable to return to work because road and transit conditions prevent travel by automobile, public transit, or other conveyance, the employee has the option to become a disaster service worker in the City where the employee resides or is located at the time of the emergency. Any employee who cannot return to the City and serves as a disaster worker for another municipality is required to contact the personnel department of that municipality for further instructions and to obtain written documentation of the employee's assignment. The employee is required to notify the employee's own immediate supervisor of the employee's status of working in the other municipality.

   a. Compensation for Work Performed at Another Municipality. Employees who are unable to report to work during a disaster will be entitled to receive compensation from the City for the service performed at another municipality, provided that the employee provide written proof from the other municipality of the amount of time the employee worked there. That information should be logged onto the employee's timesheet and submitted through the normal payroll process. Alternatively, the employee may present written proof from the other municipality that the employee offered the employee's services, but that the other municipality rejected the employee's assistance.

   b. Returning to Wildomar. Employees are required to communicate with their supervisor as soon as possible and are required to return to their normal or disaster duties at the City as soon as travel, by any reasonable means, to the City is possible.

4. Timekeeping Requirements. All employees are required to complete special timekeeping forms daily, which will keep a record of the following information:

a. The kind of disaster work performed;

b. The number of hours worked; and

c. The location where work was performed.

5. Failure to Report to Work During a Disaster. An employee who fails to report to work as a disaster worker at the City or at another municipality will be considered on unpaid leave during the duration of the emergency, and may be subject to discipline, unless the employee submits documentation that supports justification to receive paid leave.

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF

CITY OF WILDOMAR

PERSONNEL RULES AND REGULATIONS

This acknowledges that I have received my copy of the City of Wildomar ("City") Personnel Rules and Regulations ("Rules"). I recognize that the Rules supersede any related Personnel Rules, Employee Handbook, policy statements, manuals, and/or administrative policies previously issued by the City. I have read and agree to abide by all provisions set forth in the Rules and associated personnel policies. I understand that if any part of the Rules is unclear, it is my responsibility to seek clarification from my supervisor, director, Human Resources, or City Manager.

I understand that these Rules do not create a vested contractual right in the execution by City of any duties and responsibilities relating to these Rules or associated personnel policies. I also understand that my employment with the City is at-will, meaning either City or I may terminate my employment at any time with or without cause and with or without advance notice.

PRINT FULL NAME _____

SIGNED _____

DATE _____

[RETAIN IN EMPLOYEE PERSONNEL FILE]

		Kaiser 1501,80-75
Current Budgeted	$	75,642.00
Proposed (Assumed Actuals)	$	72,790.62
Cost/(Savings)	$	(2,851.38)
FY25/26	$	(17,108.25)

		Kaiser 1501,80-75
Current Budgeted	$	75,642.00
Proposed Budgeted		$78,360.51
Cost/(Savings)	$	2,718.51
FY25/26	$	16,311.06

Description of Each Scenario

	EE + Family
Kaiser 1501,80-60	Kaiser Cost Medical, Dental, Vision (
Kaiser 100-80-60	Kaiser Cost Medical, Dental, Vision (
Kaiser 80-70	Kaiser Cost Medical, Dental, Vision (
Kaiser 80-75	Kaiser Cost Medical, Dental, Vision (
Kaiser 75-75	Kaiser Cost Medical, Dental, Vision (
Kaiser 80-80	Kaiser Cost Medical, Dental, Vision (
MidRange HMO Only Hybrid 3	MidRange Medical, Dental, Vision O
MidRange HMO Only Hybrid 2	MidRange Medical, Dental, Vision O
MidRange HMO Only Hybrid 1	MidRange Medical, Dental, Vision O
Kaiser Hybrid	Kaiser Cost Medical, Dental, Vision (
MidRange HMO-PPO	MidRange Medical, Dental, Vision O
MidRange HMO Only	MidRange Medical, Dental, Vision O

Kaiser	Kaiser Cost Medical, Dental, Vision

Most Used	Kaiser
MidRange HMO Only	Blue Shield Acces+ HMO
MidRange HMO/PPO	CalPERS Gold

	Kaiser 100-80-75		Kaiser 100,80-80W
$	75,642.00	$	75,642.00
$	70,804.24	$	69,771.79
$	(4,837.76)	$	(5,870.21)
$	(29,026.58)	$	(35,221.25)

	Kaiser 100-80-75		Kaiser 100,80-80
$	75,642.00	$	75,642.00
	$73,672.47		$71,453.45
$	(1,969.53)	$	(4,188.55)
$	(11,817.18)	$	(25,131.31)

Only at 60%= $1,806.98

Only at 60%= $1,806.99

Only at 70%= $2,081.14

Only at 75%= $2,218.22

Only at 75%= $2,218.22

Only at 80%= $2,355.30

nly = $2,770.67

nly = $2,770.67

nly = $2,770.67

Only = $2,903.63

nly = $2,880.18

nly = $2,770.67

Only = $2,903.63

Kaiser 1501,90-75	Kaiser 1501,80-80	Kaiser 100,80-80
$ 75,642.00	$ 75,642.00	$ 75,642.00
$ 73,709.40	$ 74,427.42	$ 69,771.79
$ (1,932.60)	$ (1,214.58)	$ (5,870.21)
$ (11,595.59)	$ (7,287.50)	$ (35,221.25)

Kaiser 1501,90-75	Kaiser 1501,80-80	Kaiser 100,80-80
$ 75,642.00	$ 75,642.00	$ 75,642.00
$81,912.99	$82,507.49	$73,344.59
$ 6,270.99	$ 6,865.49	$ (2,297.41)
$ 37,625.94	$ 41,192.93	$ (13,784.47)

EE + 1	EE Only
Kaiser Cost Medical, Dental, Vision Only at 80%= $1,842.77	Previous Allotment: $1,50
Kaiser Cost Medical, Dental, Vision Only at 80%= $1,842.78	Kaiser Cost Medical, Den
Kaiser Cost Medical, Dental, Vision Only at 80%= $1,842.77	Previous Allotment: $1,50
Kaiser Cost Medical, Dental, Vision Only at 80%= $1,842.77	Previous Allotment: $1,50
Kaiser Cost Medical, Dental, Vision Only at 75%= $1,737.72	Previous Allotment: $1,50
Kaiser Cost Medical, Dental, Vision Only at 80%= $1,842.77	Previous Allotment: $1,50
MidRange Medical, Dental, Vision Only = $2,160.68	Med, Dent, Vis Actual Cos
MidRange Medical, Dental, Vision Only = $2,160.68	Med, Dent, Vis MidRange
MidRange Medical, Dental, Vision Only = $2,160.68	Previous Allotment: $1,50
Kaiser Cost Medical, Dental, Vision Only = $2,262.96	Kaiser Cost Med, Dent, Vi
MidRange Medical, Dental, Vision Only = $2,244.92	Med, Dent, Vis MidRange
MidRange Medical, Dental, Vision Only = $2,160.68	Med, Dent, Vis MidRange

Kaiser Cost Medical, Dental, Vision Only = $2,262.96 Kaiser Cost Med, Dent, Vi

Kaiser 1501,90-H	Kaiser 1501,90-80W	Kaiser 1501,90-80
$ 75,642.00	$ 75,642.00	$ 75,642.00
$ 75,677.37	$ 77,504.73	$ 77,504.73
$ 35.37	$ 1,862.73	$ 1,862.73
$ 212.24	$ 11,176.36	$ 11,176.36

Kaiser 1501,90-80W	Kaiser 1501,90-80W	Kaiser 1501,90-80
$ 75,642.00	$ 75,642.00	$ 75,642.00
$81,424.32	$84,345.92	$86,847.92
$ 5,782.32	$ 8,703.92	$ 11,205.92
$ 34,693.92	$ 52,223.54	$ 67,235.54

1

tal, Vision Only at 100%= $1,195.57

1

1

1

1

st + $275, upto $1,501 = EE Specific

+ $250 = $1,394.43

1

is + $300 = $1,495.57

including HMO and PPO Rates = $1,186.55

including HMO Only Rates = $1,144.43

is = $1,195.57

Kaiser 100,90-80	Kaiser 1501,80-60	Kaiser 100-80-60
$ 75,642.00	$ 75,642.00	$ 75,642.00
$ 72,849.10	$ 67,855.69	$ 63,200.07
$ (2,792.90)	$ (7,786.31)	$ (12,441.93)
$ (16,757.38)	$ (46,717.86)	$ (74,651.60)

Kaiser 100,90-60	Kaiser 1501,80-60	Kaiser 100-80-60
$ 75,642.00	$ 75,642.00	$ 75,642.00
$77,685.02	$ 75,927.58	$ 66,764.68
$ 2,043.02	$ 285.58	$ (8,877.32)
$ 12,258.14	$ 1,713.46	$ (53,263.94)

Kaiser 100-85-70	Kaiser 80-70	Kaiser 80-75	Kaiser 75-75
$ 75,642.00	$ 75,642.00	$ 75,642.00	$ 75,642.00
$ 71,657.19	$ 70,895.65	$ 72,790.62	$ 72,265.38
$ (3,984.81)	$ (4,746.35)	$ (2,851.38)	$ (3,376.62)
$ (23,908.83)			

Kaiser 100-85-70	Kaiser 80-70	Kaiser 80-75	Kaiser 75-75
$ 75,642.00	$ 75,642.00	$ 75,642.00	$ 75,642.00
$77,240.77	$79,217.53	$ 78,360.51	$ 80,337.27
$ 1,598.77	$ 3,575.53	$ 2,718.51	$ 4,695.27
$ 9,592.63		$ 16,311.06	

Kaiser 80-80	MidRange HMO Only Hybrid 3	MidRange HMO Only Hybrid 2	MidRange HMO Only Hybrid 1
$ 75,642.00	$ 75,642.00	$ 75,642.00	$ 75,642.00
$ 74,177.42	$ 78,376.47	$ 77,233.32	$ 78,376.47
$ (1,464.58)	$ 2,734.47	$ 1,591.32	$ 2,734.47

Kaiser 80-80	MidRange HMO Only Hybrid 3	MidRange HMO Only Hybrid 2	MidRange HMO Only Hybrid 1
$ 75,642.00	$ 75,642.00	$ 75,642.00	$ 75,642.00
$ 82,507.49	$ 89,081.44	$85,884.34	$89,081.44
$ 6,865.49	$ 13,439.44	$ 10,242.34	$ 13,439.44

Kaiser Hybrid	MidRange HMO-PPO	MidRange HMO Only	Kaiser
$ 75,642.00	$ 75,642.00	$ 75,642.00	$ 75,642.00
$ 78,803.51	$ 73,909.90	$ 72,492.88	$ 74,191.32
$ 3,161.51	$ (1,732.10)	$ (3,149.12)	$ (1,450.68)

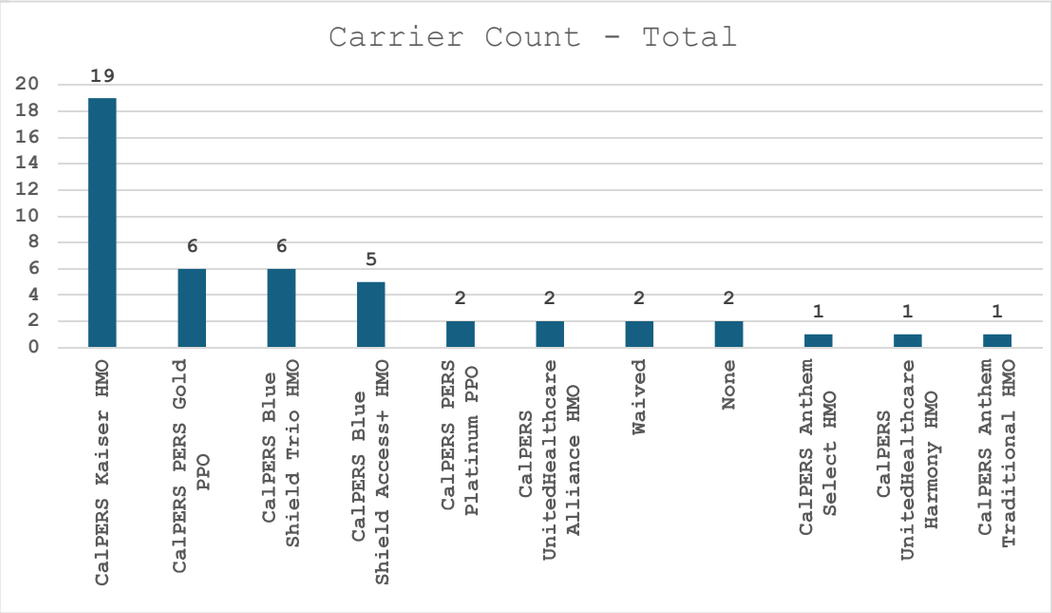
Kaiser Hybrid	MidRange HMO-PPO	MidRange HMO Only	Kaiser
$ 75,642.00	$ 75,642.00	$ 75,642.00	$ 75,642.00
$91,025.46	$81,383.26	$78,384.34	$82,025.46
$ 15,383.46	$ 5,741.26	$ 2,742.34	$ 6,383.46

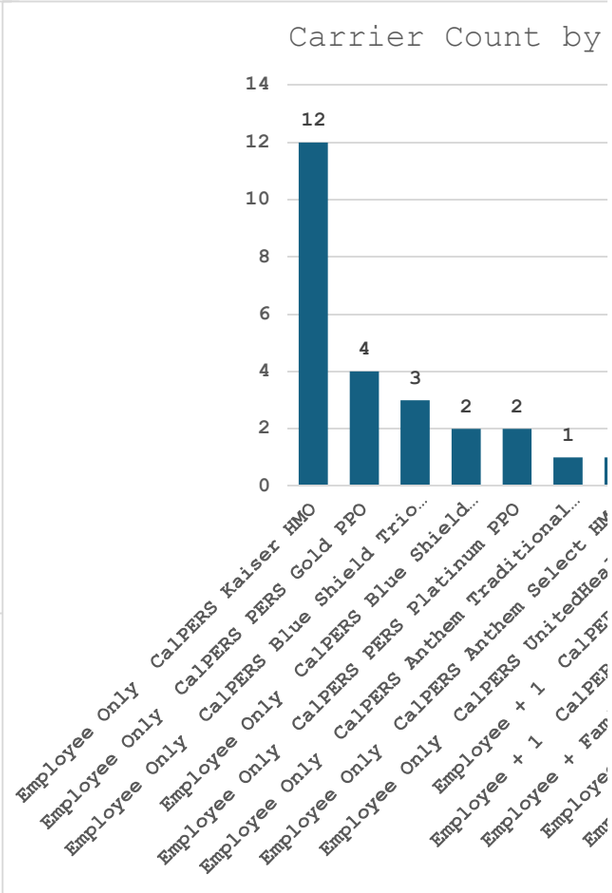
Actuals

	Current Allotment	Year 1 Kaiser 1501,85-70	Difference	Current Allotment
Employee Only	$ 45,030.00	$ 36,958.11	$ (8,071.89)	$ 45,030.00
Employee +1	$ 8,580.00	$ 9,725.39	$ 1,145.39	$ 8,580.00
Employee +Family	$ 22,032.00	$24,973.69	$ 2,941.69	$ 22,032.00
	$ 75,642.00	$ 71,657.19	$ (3,984.81)	$ 75,642.00
FY25/26 Cost/(Savings)			$ (23,908.83)	

Budgeted

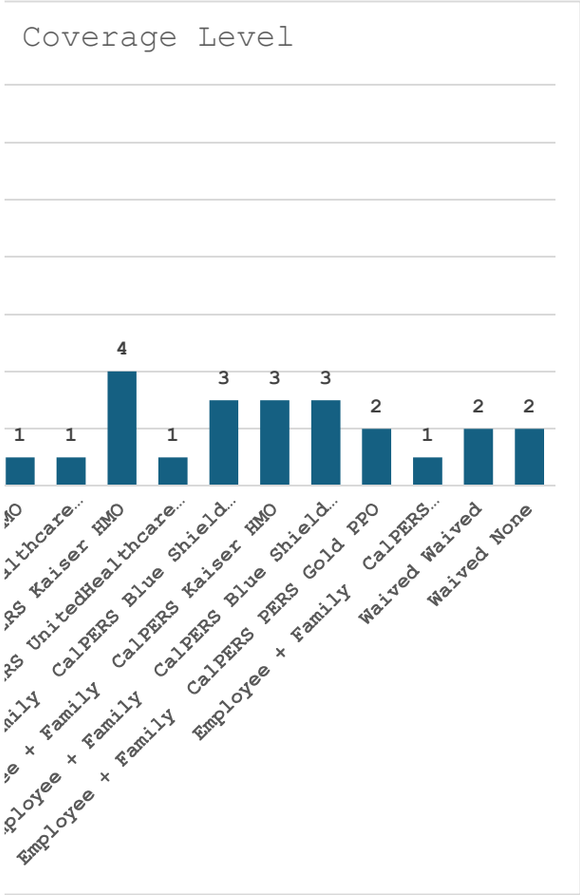
	Current Allotment	Year 1 Kaiser 1501,85-70	Difference	Current Allotment
Employee Only	$ 45,030.00	$42,528.00	$ (2,502.00)	$ 45,030.00
Employee +1	$ 8,580.00	$9,739.08	$ 1,159.08	$ 8,580.00
Employee +Family	$ 22,032.00	$24,973.69	$ 2,941.69	$ 22,032.00
	$ 75,642.00	$77,240.77	$ 1,598.77	$ 75,642.00
FY25/26 Cost/(Savings) - 6 Months			$ 9,592.63	FY 26/27 (First Half) C





OnGoing Kaiser 100-85-70	Difference
$ 34,971.73	$ (10,058.27)
$ 9,725.39	$ 1,145.39
$ 24,973.69	$ 2,941.69
$ 69,670.81	$ (5,971.19)
	$ (35,827.16)

OnGoing Kaiser 100-85-70	Difference
$37,839.96	$ (7,190.04)
$7,791.26	$ (788.74)
$24,973.69	$ 2,941.69
$70,604.92	$ (5,037.08)
ost Savings	$ (30,222.50)



	Current Allotment + PEMHCA ($162)	Council Extra	Current Total	Year 1 Kaiser 1501,85-70 + PEMHCA ($162)	Difference
Employee Only	$ 1,501.00	$ -	$ 1,501.00	$ 1,501.00	$ -
Employee +1	$ 1,716.00	$ 250.00	$ 1,966.00	$ 1,947.82	$ 231.82
Employee +Family	$ 1,836.00	$ 550.00	$ 2,386.00	$ 2,081.14	$ 245.14

	Current Allotment + PEMHCA ($162)	Council Extra	Current Total	Year 2 Kaiser 100-85-70 + PEMHCA ($162)	Difference
Employee Only	$ 1,501.00	$ -	$ 1,501.00	$ 1,333.57	$ (167.43)
Employee +1	$ 1,716.00	$ 250.00	$ 1,966.00	$ 1,947.80	$ 231.80
Employee +Family	$ 1,836.00	$ 550.00	$ 2,386.00	$ 2,081.14	$ 245.14

Kaiser Hybrid: EE Only $1,501; EE+1 85%; EE+Fam 70%

Tier	Kasier	Dental	Vision
EE Only	$969.05	$56.91	$7.61
EE + Spouse	$1,938.10	$116.40	$14.06
EE + Child(ren)	$1,938.10	$141.19	$21.67
EE + Family	$2,519.53	$200.43	$21.67

Coverage Tier	Medical
Waived	
Waived	
Employee Only	$1,410.29
Employee Only	$969.05
Employee Only	$917.91
Employee Only	$960.03
Employee Only	$969.05
Employee Only	
Employee Only	$917.91
Employee Only	
Employee Only	$969.05
Employee Only	$962.68
Employee Only	$1,168.86
Employee Only	$969.05
Employee Only	$870.76
Employee Only	$969.05
Employee Only	$960.03
Employee Only	$1,128.53
Employee Only	$969.05
Employee Only	$960.03
Employee Only	$969.05
Employee Only	$1,431.81
Employee Only	$969.05
Employee Only	$969.05
Employee Only	$960.03
Employee Only	$852.56
Employee Only	$969.05
Employee Only	$852.56
Employee Only	$969.05
Employee Only	$852.56
Employee + Spouse + 3 Children	$2,386.57
Employee + Spouse + 3 Children	$2,519.53
Employee + Spouse + 3 Children	$2,519.53
Employee + Spouse + 2 Children	$2,386.57
Employee + Spouse + 2 Children	$2,519.53
Employee + Spouse + 2 Children	$2,216.66
Employee + Spouse + 2 Children	$2,496.08
Employee + Spouse + 2 Children	$2,216.66

Employee + Spouse + 1 Child	$2,263.98
Employee + Spouse + 1 Child	$2,496.08
Employee + Spouse + 1 Child	$2,216.66
Employee + 2 Children	$2,386.57
Employee + Spouse	$1,938.10
Employee + Spouse	$1,938.10
Employee + 1 Child	$1,741.52
Employee + 1 Child	$1,975.38
Employee + 1 Child	$1,938.10

Total	Allotment
$1,333.57	$1,501.00
$2,068.56	$1,947.82
$2,100.96	$1,947.82
$2,741.63	$2,081.14

Dental	Vision	Total	Colonial	FSA Health
		$0.00		
		$0.00		
$56.91	$7.61	$1,474.81	$228.67	$41.66
$56.91	$7.61	$1,033.57	$233.16	$41.66
$56.91	$7.61	$982.43	$237.42	$41.66
$56.91	$7.61	$1,024.55	$238.64	$41.66
$141.19	$21.67	$1,131.91	$305.50	$41.66
$200.43	$21.67	$222.10	$507.08	$41.66
$141.19	$7.61	$1,066.71	$331.30	$154.16
		$0.00	$275.86	
$56.91	$7.61	$1,033.57		
$56.91	$7.61	$1,027.20	$179.21	$124.99
$200.43	$21.67	$1,390.96	$89.12	$83.33
$56.91	$7.61	$1,033.57	$205.00	$41.66
$56.91	$7.61	$935.28	$440.46	$41.66
$200.43	$21.67	$1,191.15	$310.64	$41.66
$56.91	$7.61	$1,024.55	$198.24	$41.66
$56.91	$7.61	$1,193.05	$256.78	$41.66
$116.40	$14.06	$1,099.51	$391.84	$41.66
$56.91	$7.61	$1,024.55	$237.42	$41.66
$56.91	$7.61	$1,033.57	$211.52	$154.16
$200.43	$21.67	$1,653.91	$288.68	
$56.91	$7.61	$1,033.57	$100.08	$41.66
$116.40	$14.06	$1,099.51	$348.60	$41.66
$56.91	$7.61	$1,024.55	$239.02	$41.66
$56.91	$7.61	$917.08		
$56.91	$7.61	$1,033.57	$297.90	$54.16
$56.91	$7.61	$917.08	$193.70	$70.83
$116.40	0	$1,085.45		$93.80
$56.91	$7.61	$917.08	$291.74	$41.66
$200.43	$21.67	$2,608.67	$195.32	$154.16
$200.43	$21.67	$2,741.63	$442.68	$62.49
$200.43	$21.67	$2,741.63		
$200.43		$2,587.00		
$200.43	$21.67	$2,741.63		
$200.43	$21.67	$2,438.76		
		$2,496.08		
$141.19	$21.67	$2,379.52		

$116.40		$2,380.38		$8.33
$200.43	$21.67	$2,718.18		
$116.40	$14.06	$2,347.12		
$141.19	$21.67	$2,549.43		$124.99
$200.43	$21.67	$2,160.20	$461.52	$154.16
$116.40	$14.06	$2,068.56		
$141.19	$21.67	$1,904.38	$29.74	
$56.91	$7.61	$2,039.90		
$141.19	$21.67	$2,100.96	$243.72	$104.16

Dependent Care	Total Eligible	Total Allotment Budgeted (Proposed Budgeted)
	$0.00	$250.00
	$0.00	$250.00
	$1,745.14	$1,501.00
$233.67	$1,542.06	$1,501.00
	$1,261.51	$1,501.00
	$1,304.85	$1,501.00
	$1,479.07	$1,501.00
	$770.84	$1,501.00
	$1,552.17	$1,501.00
	$275.86	$1,501.00
$369.58	$1,403.15	$1,501.00
	$1,331.40	$1,501.00
	$1,563.41	$1,501.00
	$1,280.23	$1,501.00
$85.00	$1,502.40	$1,501.00
	$1,543.45	$1,501.00
	$1,264.45	$1,501.00
	$1,491.49	$1,501.00
	$1,533.01	$1,501.00
	$1,303.63	$1,501.00
	$1,399.25	$1,501.00
	$1,942.59	$1,501.00
	$1,175.31	$1,501.00
	$1,489.77	$1,501.00
	$1,305.23	$1,501.00
	$917.08	$1,501.00
	$1,385.63	$1,501.00
	$1,181.61	$1,501.00
	$1,179.25	$1,501.00
	$1,250.48	$1,501.00
	$2,958.15	$2,081.14
$416.67	$3,663.48	$2,081.14
	$2,741.63	$2,081.14
	$2,587.00	$2,081.14
	$2,741.63	$2,081.14
	$2,438.76	$2,081.14
	$2,496.08	$2,081.14
	$2,379.52	$2,081.14

$2,388.71	$2,081.14
$2,718.18	$2,081.14
$2,347.12	$2,081.14
$2,674.43	$2,081.14
$2,775.88	$1,947.82
$2,068.56	$1,947.82
$1,934.12	$1,947.82
$2,039.90	$1,947.82
$2,448.84	$1,947.82
	$77,240.77

Allotment Used (Presumed Actuals)	EE Out of Pocket	Per PP	Month OOP Med, Dent, Vis
$ 250.00			
$ 250.00			
$ 1,501.00	$244.14	$ 122.07	
$ 1,501.00	$41.06	$ 20.53	
$ 1,261.51			
$ 1,304.85			
$ 1,479.07			
$ 770.84			
$ 1,501.00	$51.17	$ 25.59	
$ 275.86			
$ 1,403.15			
$ 1,331.40			
$ 1,501.00	$62.41	$ 31.20	
$ 1,280.23			
$ 1,501.00	$1.40	$ 0.70	
$ 1,501.00	$42.45	$ 21.23	
$ 1,264.45			
$ 1,491.49			
$ 1,501.00	$32.01	$ 16.00	
$ 1,303.63			
$ 1,399.25			
$ 1,501.00	$441.59	$ 220.80	$152.91
$ 1,175.31			
$ 1,489.77			
$ 1,305.23			
$ 917.08			
$ 1,385.63			
$ 1,181.61			
$ 1,179.25			
$ 1,250.48			
$ 2,081.14	$877.01	$ 438.51	$527.53
$ 2,081.14	$1,582.33	$ 791.17	$660.49
$ 2,081.14	$660.49	$ 330.25	$660.49
$ 2,081.14	$505.86	$ 252.93	$505.86
$ 2,081.14	$660.49	$ 330.25	$660.49
$ 2,081.14	$357.62	$ 178.81	$357.62
$ 2,081.14	$414.94	$ 207.47	$414.94
$ 2,081.14	$298.38	$ 149.19	$298.38

$	2,081.14	$307.57	$	153.78	$299.24
$	2,081.14	$637.04	$	318.52	$637.04
$	2,081.14	$265.98	$	132.99	$265.98
$	2,081.14	$593.29	$	296.64	$468.29
$	1,947.82	$828.07	$	414.03	$212.39
$	1,947.82	$120.74	$	60.37	$120.74
$	1,934.12	-$13.69	$	(6.85)	($43.43)
$	1,947.82	$92.09	$	46.04	$92.09
$	1,947.82	$501.03	$	250.51	$153.15
$	71,657.19				

PayPeriod OOP Med, Dent, Vis	Previous Allotment	Difference
	$1,501.00	($1,251.00)
	$1,501.00	($1,251.00)
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
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	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
$ 76.46	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
	$1,501.00	$0.00
$ 263.77	$2,381.00	($299.86)
$ 330.25	$2,381.00	($299.86)
$ 330.25	$2,381.00	($299.86)
$ 252.93	$2,381.00	($299.86)
$ 330.25	$2,381.00	($299.86)
$ 178.81	$2,381.00	($299.86)
$ 207.47	$2,381.00	($299.86)
$ 149.19	$2,381.00	($299.86)

$	149.62	$2,381.00	($299.86)
$	318.52	$2,381.00	($299.86)
$	132.99	$2,381.00	($299.86)
$	234.15	$2,381.00	($299.86)
$	106.19	$1,961.00	($13.18)
$	60.37	$1,961.00	($13.18)
$	(21.72)	$1,961.00	($13.18)
$	46.04	$1,961.00	($13.18)
$	76.57	$1,961.00	($13.18)
		$83,407.00	

Previous Out of Pocket per Month	Difference
	$0.00
	$0.00
$249.14	-$5.00
$46.06	-$5.00
	$0.00
	$0.00
	$0.00
	$0.00
$56.17	-$5.00
	$0.00
	$0.00
	$0.00
$67.41	-$5.00
	$0.00
$6.40	-$5.00
$47.45	-$5.00
	$0.00
	$0.00
$37.01	-$5.00
	$0.00
	$0.00
$446.59	-$5.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
$1,127.15	-$250.14
$1,832.48	-$250.14
$910.63	-$250.14
$756.00	-$250.14
$910.63	-$250.14
$607.76	-$250.14
$665.08	-$250.14
$548.52	-$250.14

$557.71	-$250.14
$887.18	-$250.14
$516.12	-$250.14
$843.43	-$250.14
$1,436.88	-$608.82
$357.56	-$236.82
$223.12	-$236.82
$328.90	-$236.82
$737.84	-$236.82

Kaiser Hybrid: EE Only 100%; EE+1 80%; EE+Fam 75%

Tier	Kasier	Dental	Vision
EE Only	$969.05	$56.91	$7.61
EE + Spouse	$1,938.10	$116.40	$14.06
EE + Child(ren)	$1,938.10	$141.19	$21.67
EE + Family	$2,519.53	$200.43	$21.67

Coverage Tier	Medical
Waived	
Waived	
Employee Only	$1,410.29
Employee Only	$969.05
Employee Only	$917.91
Employee Only	$960.03
Employee Only	$969.05
Employee Only	
Employee Only	$917.91
Employee Only	
Employee Only	$969.05
Employee Only	$962.68
Employee Only	$1,168.86
Employee Only	$969.05
Employee Only	$870.76
Employee Only	$969.05
Employee Only	$960.03
Employee Only	$1,128.53
Employee Only	$969.05
Employee Only	$960.03
Employee Only	$969.05
Employee Only	$1,431.81
Employee Only	$969.05
Employee Only	$969.05
Employee Only	$960.03
Employee Only	$852.56
Employee Only	$969.05
Employee Only	$852.56
Employee Only	$969.05
Employee Only	$852.56
Employee + Spouse + 3 Children	$2,386.57
Employee + Spouse + 3 Children	$2,519.53
Employee + Spouse + 3 Children	$2,519.53
Employee + Spouse + 2 Children	$2,386.57
Employee + Spouse + 2 Children	$2,519.53
Employee + Spouse + 2 Children	$2,216.66
Employee + Spouse + 2 Children	$2,496.08
Employee + Spouse + 2 Children	$2,216.66

Employee + Spouse + 1 Child	$2,263.98
Employee + Spouse + 1 Child	$2,496.08
Employee + Spouse + 1 Child	$2,216.66
Employee + 2 Children	$2,386.57
Employee + Spouse	$1,938.10
Employee + Spouse	$1,938.10
Employee + 1 Child	$1,741.52
Employee + 1 Child	$1,975.38
Employee + 1 Child	$1,938.10

Total	Allotment
$1,333.57	$1,333.57
$2,068.56	$1,947.82
$2,100.96	$1,947.82
$2,741.63	$2,081.14

Dental	Vision	Total	Colonial	FSA Health
		$0.00		
		$0.00		
$56.91	$7.61	$1,474.81	$228.67	$41.66
$56.91	$7.61	$1,033.57	$233.16	$41.66
$56.91	$7.61	$982.43	$237.42	$41.66
$56.91	$7.61	$1,024.55	$238.64	$41.66
$141.19	$21.67	$1,131.91	$305.50	$41.66
$200.43	$21.67	$222.10	$507.08	$41.66
$141.19	$7.61	$1,066.71	$331.30	$154.16
		$0.00	$275.86	
$56.91	$7.61	$1,033.57		
$56.91	$7.61	$1,027.20	$179.21	$124.99
$200.43	$21.67	$1,390.96	$89.12	$83.33
$56.91	$7.61	$1,033.57	$205.00	$41.66
$56.91	$7.61	$935.28	$440.46	$41.66
$200.43	$21.67	$1,191.15	$310.64	$41.66
$56.91	$7.61	$1,024.55	$198.24	$41.66
$56.91	$7.61	$1,193.05	$256.78	$41.66
$116.40	$14.06	$1,099.51	$391.84	$41.66
$56.91	$7.61	$1,024.55	$237.42	$41.66
$56.91	$7.61	$1,033.57	$211.52	$154.16
$200.43	$21.67	$1,653.91	$288.68	
$56.91	$7.61	$1,033.57	$100.08	$41.66
$116.40	$14.06	$1,099.51	$348.60	$41.66
$56.91	$7.61	$1,024.55	$239.02	$41.66
$56.91	$7.61	$917.08		
$56.91	$7.61	$1,033.57	$297.90	$54.16
$56.91	$7.61	$917.08	$193.70	$70.83
$116.40	0	$1,085.45		$93.80
$56.91	$7.61	$917.08	$291.74	$41.66
$200.43	$21.67	$2,608.67	$195.32	$154.16
$200.43	$21.67	$2,741.63	$442.68	$62.49
$200.43	$21.67	$2,741.63		
$200.43		$2,587.00		
$200.43	$21.67	$2,741.63		
$200.43	$21.67	$2,438.76		
		$2,496.08		
$141.19	$21.67	$2,379.52		

$116.40		$2,380.38		$8.33
$200.43	$21.67	$2,718.18		
$116.40	$14.06	$2,347.12		
$141.19	$21.67	$2,549.43		$124.99
$200.43	$21.67	$2,160.20	$461.52	$154.16
$116.40	$14.06	$2,068.56		
$141.19	$21.67	$1,904.38	$29.74	
$56.91	$7.61	$2,039.90		
$141.19	$21.67	$2,100.96	$243.72	$104.16

Dependent Care	Total Eligible	Total Allotment Budgeted (Proposed Budgeted)
	$0.00	$250.00
	$0.00	$250.00
	$1,745.14	$1,333.57
$233.67	$1,542.06	$1,333.57
	$1,261.51	$1,333.57
	$1,304.85	$1,333.57
	$1,479.07	$1,333.57
	$770.84	$1,333.57
	$1,552.17	$1,333.57
	$275.86	$1,333.57
$369.58	$1,403.15	$1,333.57
	$1,331.40	$1,333.57
	$1,563.41	$1,333.57
	$1,280.23	$1,333.57
$85.00	$1,502.40	$1,333.57
	$1,543.45	$1,333.57
	$1,264.45	$1,333.57
	$1,491.49	$1,333.57
	$1,533.01	$1,333.57
	$1,303.63	$1,333.57
	$1,399.25	$1,333.57
	$1,942.59	$1,333.57
	$1,175.31	$1,333.57
	$1,489.77	$1,333.57
	$1,305.23	$1,333.57
	$917.08	$1,333.57
	$1,385.63	$1,333.57
	$1,181.61	$1,333.57
	$1,179.25	$1,333.57
	$1,250.48	$1,333.57
	$2,958.15	$2,081.14
$416.67	$3,663.48	$2,081.14
	$2,741.63	$2,081.14
	$2,587.00	$2,081.14
	$2,741.63	$2,081.14
	$2,438.76	$2,081.14
	$2,496.08	$2,081.14
	$2,379.52	$2,081.14

$2,388.71	$2,081.14
$2,718.18	$2,081.14
$2,347.12	$2,081.14
$2,674.43	$2,081.14
$2,775.88	$1,947.82
$2,068.56	$1,947.82
$1,934.12	$1,947.82
$2,039.90	$1,947.82
$2,448.84	$1,947.82
	$72,552.73

Allotment Used (Presumed Actuals)	EE Out of Pocket	Per PP	Month OOP Med, Dent, Vis
$ 250.00			
$ 250.00			
$ 1,333.57	$411.57	$ 205.79	
$ 1,333.57	$208.49	$ 104.25	
$ 1,261.51			
$ 1,304.85			
$ 1,333.57			
$ 770.84			
$ 1,333.57	$218.60	$ 109.30	
$ 275.86			
$ 1,333.57			
$ 1,331.40			
$ 1,333.57	$229.84	$ 114.92	
$ 1,280.23			
$ 1,333.57	$168.83	$ 84.42	
$ 1,333.57	$209.88	$ 104.94	
$ 1,264.45			
$ 1,333.57			
$ 1,333.57	$199.44	$ 99.72	
$ 1,303.63			
$ 1,333.57			
$ 1,333.57	$609.02	$ 304.51	$320.34
$ 1,175.31			
$ 1,333.57	$156.20	$ 78.10	
$ 1,305.23			
$ 917.08			
$ 1,333.57			
$ 1,181.61			
$ 1,179.25			
$ 1,250.48			
$ 2,081.14	$877.01	$ 438.51	$527.53
$ 2,081.14	$1,582.33	$ 791.17	$660.49
$ 2,081.14	$660.49	$ 330.25	$660.49
$ 2,081.14	$505.86	$ 252.93	$505.86
$ 2,081.14	$660.49	$ 330.25	$660.49
$ 2,081.14	$357.62	$ 178.81	$357.62
$ 2,081.14	$414.94	$ 207.47	$414.94
$ 2,081.14	$298.38	$ 149.19	$298.38

$	2,081.14	$307.57	$	153.78	$299.24
$	2,081.14	$637.04	$	318.52	$637.04
$	2,081.14	$265.98	$	132.99	$265.98
$	2,081.14	$593.29	$	296.64	$468.29
$	1,947.82	$828.07	$	414.03	$212.39
$	1,947.82	$120.74	$	60.37	$120.74
$	1,934.12	-$13.69	$	(6.85)	($43.43)
$	1,947.82	$92.09	$	46.04	$92.09
$	1,947.82	$501.03	$	250.51	$153.15
$	69,670.81				

PayPeriod OOP Med, Dent, Vis	Previous Allotment	Difference
	$1,501.00	($1,251.00)
	$1,501.00	($1,251.00)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
$ 160.17	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
	$1,501.00	($167.43)
$ 263.77	$2,381.00	($299.86)
$ 330.25	$2,381.00	($299.86)
$ 330.25	$2,381.00	($299.86)
$ 252.93	$2,381.00	($299.86)
$ 330.25	$2,381.00	($299.86)
$ 178.81	$2,381.00	($299.86)
$ 207.47	$2,381.00	($299.86)
$ 149.19	$2,381.00	($299.86)

$	149.62	$2,381.00	($299.86)
$	318.52	$2,381.00	($299.86)
$	132.99	$2,381.00	($299.86)
$	234.15	$2,381.00	($299.86)
$	106.19	$1,961.00	($13.18)
$	60.37	$1,961.00	($13.18)
$	(21.72)	$1,961.00	($13.18)
$	46.04	$1,961.00	($13.18)
$	76.57	$1,961.00	($13.18)
		$83,407.00	

Previous Out of Pocket per Month	Difference
	$0.00
	$0.00
$249.14	$162.43
$46.06	$162.43
	$0.00
	$0.00
	$0.00
	$0.00
$56.17	$162.43
	$0.00
	$0.00
	$0.00
$67.41	$162.43
	$0.00
$6.40	$162.43
$47.45	$162.43
	$0.00
	$0.00
$37.01	$162.43
	$0.00
	$0.00
$446.59	$162.43
	$0.00
	$156.20
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
$1,127.15	-$250.14
$1,832.48	-$250.14
$910.63	-$250.14
$756.00	-$250.14
$910.63	-$250.14
$607.76	-$250.14
$665.08	-$250.14
$548.52	-$250.14

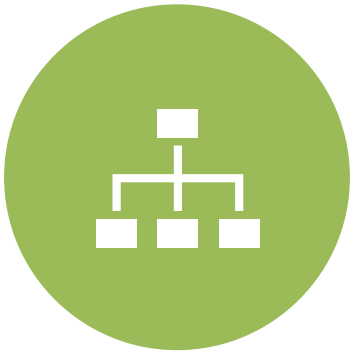
$557.71	-$250.14
$887.18	-$250.14
$516.12	-$250.14
$843.43	-$250.14
$1,436.88	-$608.82
$357.56	-$236.82
$223.12	-$236.82
$328.90	-$236.82
$737.84	-$236.82

Health Benefit Allotment Contribution Structure

September 10, 2025

Emily Wolf

ESTABLISHES 2026 EMPLOYER CONTRIBUTION RATES



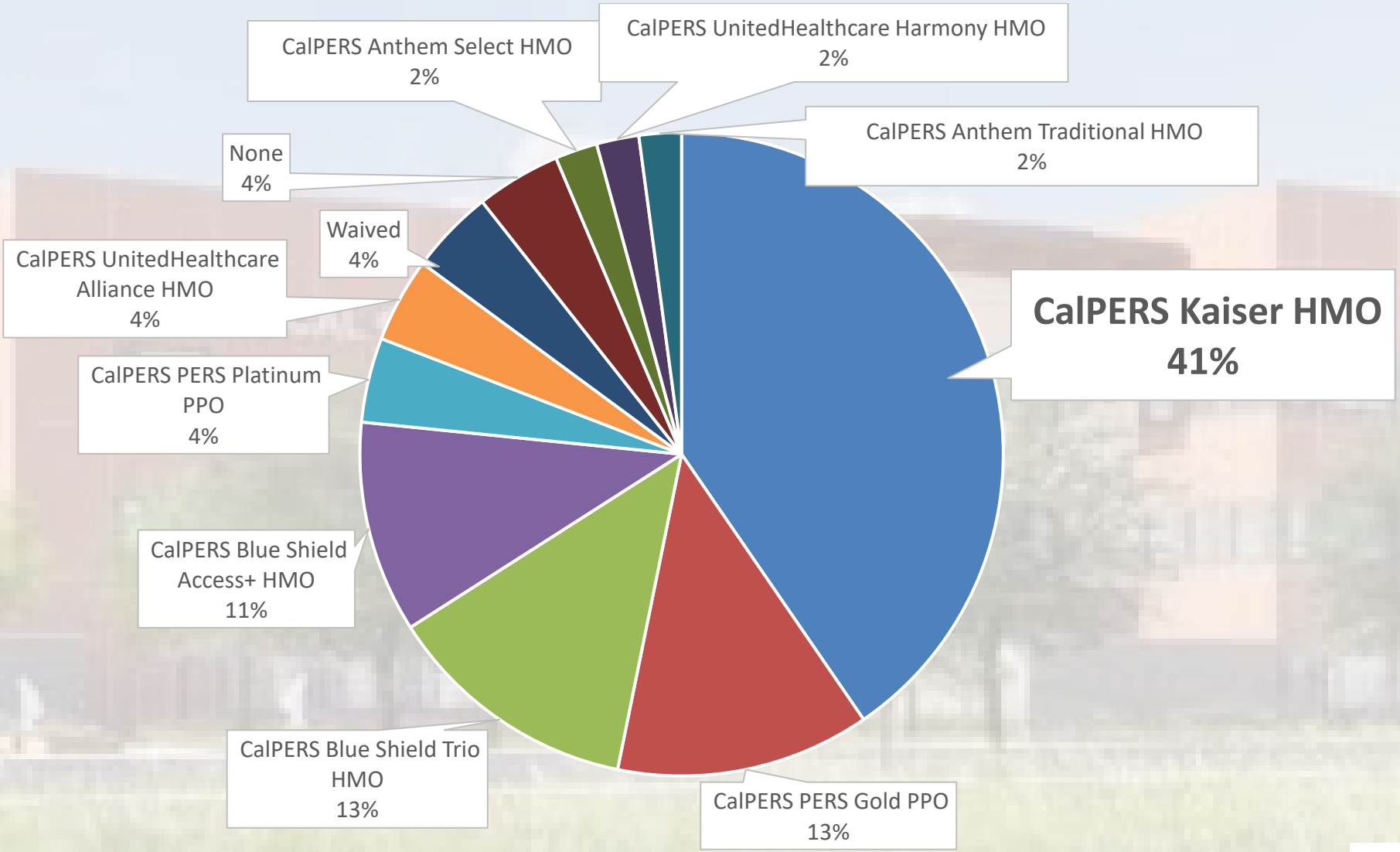
SETS NEW STRUCTURE FOR 2027 AND MOVING FORWARD

ADDS CASH-IN-LIEU OPTION FOR EMPLOYEES WITH OUTSIDE COVERAGE

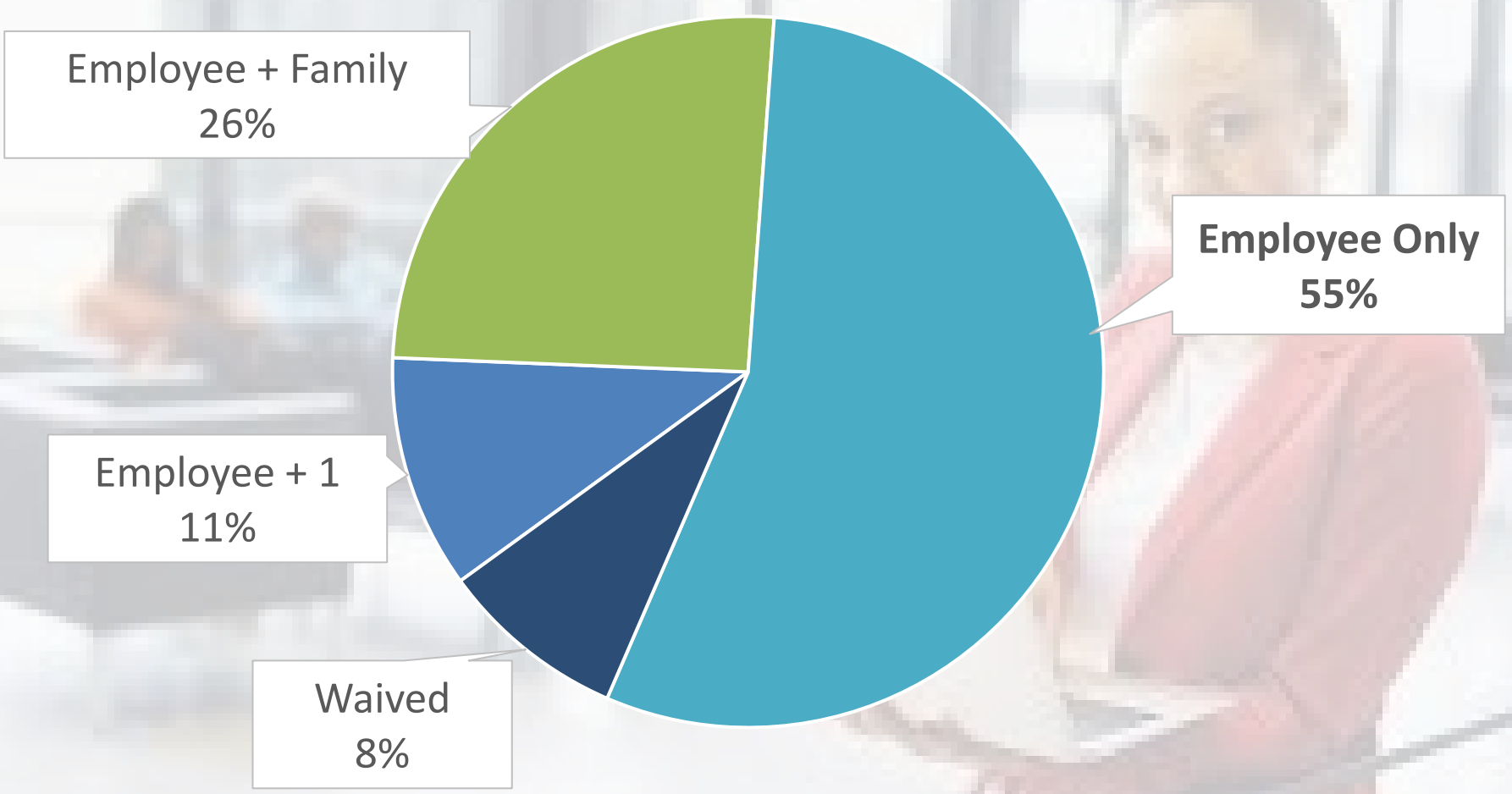
Background

- City contracts with CalPERS for medical insurance (pooled rates).
- City provides Health Benefit Allotment to offset costs.
- Reviewed periodically to remain competitive and fiscally responsible.
- Percentage baseline hasn't been used before – adopting one to ensure standardization in future.

Carrier Enrollment



Enrollment Tier



2026 Contribution Structure

- Employee Only: No Change
- Employee +1: 85% of premiums
- Employee + Family: 70% of premiums
- Cah-in-lieu option: $250 per month

	Health Allotment	PEMHCA	Total
Employee Only	$1,339.00	$162.00	$1,501.00
Employee +1	$1,785.82	$162.00	$1,947.82
Employee +Family	$1,919.14	$162.00	$2,081.14

Comparison
Flat Cost to Employee

2025 Flat Amount

2026 Based on %

	2025 Health Allotment	2026 Health Allotment	Increase
Employee Only	$1,339.00	$1,339.00	$ -
Employee +1	$1,554.00	$1,785.82	$231.82
Employee +Family	$1,674.00	$1,919.14	$245.14

+ PEMHCA minimum set by CalPERS each year, when coverage is not waived. FY 2026 = $162

Comparison
% Cost to Employee

	FY 2025 (Estimated)			FY 2026 (First 6 Months)		
	Employee	EE + 1	EE + 2	Employee	EE + 1	EE + 2
Monthly Medical Cost	926.52	1853.04	2408.95	969.05	1938.1	2519.53
Monthly Dental Cost	57.44	111.92	192.72	56.91	141.19	200.43
Monthly Vision Cost	7.32	13.52	20.84	7.61	21.67	21.67
Total Monthly Cost	**991.28**	**1978.48**	**2622.51**	**1033.57**	**2100.96**	**2741.63**
Employee Allotment	1339	1554	1674	1339	1785.82	1919.14
Coverage Rate	**135%**	**79%**	**64%**	**130%**	**85%**	**70%**

+ PEMHCA minimum set by CalPERS each year, when coverage is not waived. FY 2026 = $162

Comparison Cost to the City
6 Months – Remainder of FY

		Current Allotment	Year 1 Kaiser 1501,85-70	Difference
Budgeted	Employee Only	$ 45,030.00	$42,528.00	$ (2,502.00)
	Employee +1	$ 8,580.00	$9,739.08	$ 1,159.08
	Employee +Family	$ 22,032.00	$24,973.69	$ 2,941.69
		$ 75,642.00	$77,240.77	$ 1,598.77
	FY25/26 Cost/(Savings) - 6 Months			$ 9,592.63

Comparison Cost to the City
6 Months – Remainder of 2026
(Estimated)

Current Allotment	OnGoing Kaiser 100-85-70	Difference
$ 45,030.00	$37,839.96	$ (7,190.04)
$ 8,580.00	$7,791.26	$ (788.74)
$ 22,032.00	$24,973.69	$ 2,941.69
$ 75,642.00	$70,604.92	$ (5,037.08)
FY 26/27 (First Half) Cost Savings		$ (30,222.50)

2027 and Going Forward Contribution Structure

- Employee Only: 100% of premiums
- Employee +1: 85% of premiums
- Employee + Family: 70% of premiums
- Cash-in-lieu: $250/month

+ PEMHCA minimum set by CalPERS each year, when coverage is not waived. FY 2026 = $162

Fiscal/Employee Impact

	2025–2026 (Last 6 Months)	2026–2027 (First 6 Months)
Fiscal	FY 2025/26: Approx. $9,592.63 (supplemental appropriation).	FY 2026/27: Anticipated Savings Approx $30,222.50.
Employee	Provide time for Employee Only tiers to align their benefit goals	Provide employees with ongoing coverage with affordable cost sharing

Questions?

CITY OF WILDOMAR
JOINT REGULAR MEETING
FUTURE AGENDA ITEMS

Meeting Date: September 10, 2025

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:
Title- Councilmember-Anticipated Date
1. Expand Pavement Management/Road Rehab Program for private/public roads - Marquez - Nov. 2025
2. Street Lighting Options for certain neighborhoods - Marquez - In process
3. Discuss potential Public Safety Subcommittee - DePhillippo - TBD
4. Shed Setback from property line - DePhillippo - Oct. 2025
5. Policy for private maintenance on walls due to graffiti - Morabito - TBD