CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, NOVEMBER 8, 2023

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION

RECOMMENDATION:

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

Title: City Attorney

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (3) to confer with legal counsel with regard to one matter of potential exposure to litigation.

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

James Bush and Theresa Bush v. Carlos Alberto Aracena, Verio Healthcare, Inc and City of Wildomar; Case No. CVSW2308821

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

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

FLAG SALUTE

PRESENTATIONS
Other presentations

DEPARTMENT REPORTS

Wildomar 1st Quarter Fire Department Update
Presented By: Lonny Olson, Fire Department

RECOMMENDATION:
Receive and File.

Wildomar Police Department Update

RECOMMENDATION:
Receive and File.

Wildomar Library Quarterly Update

RECOMMENDATION:
Receive and file.

General Plan Update Progress Report #17
Presented By: Matthew Bassi, Planning Department

RECOMMENDATION:
Receive & File.

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

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

APPROVAL OF THE AGENDA AS PRESENTED

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

1. CONSENT CALENDAR

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

1.1 Reading of Ordinances

RECOMMENDATION:

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

1.2 Warrant Register October 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 10-05-2023 in the amount of $1,867.20.
2. Warrant Register dated 10-12-2023 in the amount of $56,032.11.
3. Warrant Register dated 10-19-2023 in the amount of $1,285,286.77.
4. Warrant Register dated 10-26-2023 in the amount of $165.

For Fiscal Year 2023/2024

5. Warrant Register dated 10-03-2023 in the amount of $609.
6. Warrant Register dated 10-05-2023 in the amount of $354,437.71.
7. Warrant Register dated 10-12-2023 in the amount of $292,849.61.
8. Warrant Register dated 10-19-2023 in the amount of $140,333.04.
9. Warrant Register(s) dated 10-26-2023 in the amount of $271,130.21.
10. Warrant Register dated 10-31-2023 in the amount of $609.
11. Wire Transfer Register dated 10-31-2023 in the amount of $60,975.18.
12. Payroll Register dated 11-01-2023 in the amount of $211,475.50.

1.3 September 2023 City Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for September 2023.

1.4 Tri-Party Consultant Service Agreement for the Largo Industrial Project Mitigated Negative Declaration (PA 23-0118)
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:
1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Largo Concrete, Inc. and PlaceWorks, Inc. for the preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project.

1.5 Fund Balance and Reserve Policy
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A FUND BALANCE AND RESERVE POLICY

1.6 Flock Safety Automatic License Plate Reader Master Services Agreement
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
1. Approve and Authorize the City Manager to Execute the Master Services Agreement with Flock Safety for the Flock Safety License Plate Reader Cameras and Platform which Includes an additional seven cameras.

2. Approve a supplemental appropriation in the Measure AA fund in the amount of $18,550 for the deployment of seven new cameras within City limits.

1.7 First Amendment to the Streetlight Maintenance Implementation Agreement with the Western Riverside Council of Governments (WRCOG) and Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
1. Approve and authorize the City Manager to execute a First Amendment to the Implementation Agreement with the Western Riverside Council of Governments (WRCOG);and

2. Approve and authorize the City Manager to execute Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC.

1.8 **Agreement with Architerra, Inc. dba Architerra Design Group for Landscape Architecture and Construction Management Services for the Landscape Maintenance District Enhancements Project (CIP 100)**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
1. Authorize the City Manager to execute a Services Agreement in the amount of $300,000 with Architerra, Inc. for landscape architecture and construction management services for the Landscape Maintenance District Enhancements Project.

2. Approve a budget appropriation of $335,000 in revenue and expenditures for various funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate maintenance district funds to the Project.

1.9 **Funding Agreements with the Riverside County Transportation Commission for the Clinton Keith Rd. Widening and Bundy Canyon Rd. Improvement, Segments 2 and 3, Projects**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
1. Authorize the City Manager to execute the following agreements with the Riverside County Transportation Commission (RCTC):
- Agreement for the Funding of TUMF and Measure A Regional Arterial Improvements with the City of Wildomar for Clinton Keith Road Widening Project
- Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 2
- Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 3

2. Authorize the City Manager to approve and execute amendments related to each of the three agreements that are non-substantive in nature.

3. Approve budget appropriations and increases in revenue budgets for Fund 508 to allocate available grant funds to the three projects as identified in the Fiscal Impact and Account Code sections of this staff report.

1.10 **Services Agreement for Employment Application Management Software with Governmentjobs.com, Inc. (D/B/A/ NEOGOV).**
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Authorize the City Manager to enter into an Order Form and Agreement with NeoGov, Inc. for employment applicant tracking software.

1.11 COVID-19 Prevention Program Update Based on Non-Emergency Regulations
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE ADMINISTRATIVE POLICY TITLED CITY OF WILDOMAR COVID-19 PREVENTION PROGRAM

1.12 Service Agreement with AppleOne for Temporary Employee Staffing Services
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Approve and Authorize the City Manager to Execute the Service Agreement with AppleOne for Temporary Staffing Services

1.13 Legislative Update Change to Personnel Rules - Part Time Sick Leave
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S PERSONNEL RULES

1.14 Payment Processing Agreement with CSG Forte Payments, Inc. for Payment Card and ACH Transaction Processing Services.
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Approve and Authorize the City Manager to Execute the Payment Processing Agreement with CSG Forte Payments, Inc., and to provide payment processing and related products and services.

1.15 Annexation No. 9 into Community Facilities District No. 2022-1 (Services) for Popeyes (PP 21-0138)

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 9) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.16 Second Amendment to the Professional Services Agreement with Placeworks, Inc., and approval of a task order to provide Environmental and Regulatory Permit Processing Services for the Clinton Keith Road Widening Project (CIP 025-1)

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Approve and authorize the City Manager to execute the Second Amendment to the Professional Services Agreement with Placeworks, Inc.; and

2. Approve and authorize the City Manager to execute a task order agreement in the amount of $226,164 for required Environmental and Regulatory Permitting Services for the Clinton Keith Road Widening Project (CIP 025-1)

1.17 Tres Lagos Affordability Covenant

Presented By: Thomas D Jex , City Attorney

RECOMMENDATION:

Approve and authorize the City Manager to sign the Affordability Covenant regarding the Tres Lagos affordable housing project in substantially the same form as included in the agenda packet and authorize the City Manager to make modest adjustments as necessary.

1.18 Approve Facilities Contract Specialist Classification Description, Revise the Position Classification Schedule, and Amend the Existing Pay Plan to Add the New Classification

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING A FACILITIES CONTRACT SPECIALIST CLASSIFICATION DESCRIPTION; AMENDING THE EXISTING PAY PLAN; AND REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE FACILITIES CONTRACT SPECIALIST CLASSIFICATION

1.19 Holt Ministries Event Partnership Memorandum of Understanding (MOU) for the Elsinore Community Annual Turkey Giveaway
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
1. Authorize the City Manager to sign the MOU with Holt Ministries dependent that the foundation fulfills all requirements;
2. Waive fees associated to the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

2. PUBLIC HEARINGS

2.1 CR&R Wildomar Service Update
Presented By: Daniel A York , City Manager

RECOMMENDATION:
Receive and File.

2.2 Increase in Solid Waste Collection Service Rates
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ADJUSTMENT OF RESIDENTIAL, COMMERCIAL, AND ROLL-OFF SOLID WASTE COLLECTION AND TRANSPORTATION RATES FOR CR&R SERVICES AND INCREASING THE FRANCHISE FEE RATE COMMENCING JANUARY 1, 2024

2.3 Adoption of New Fixed Fee Schedules

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULES OF USER FEES FOR PLANNING, PUBLIC WORKS, ENGINEERING, BUILDING, AND FIRE

3. GENERAL BUSINESS

3.1 FY2023-24 1st Quarter Budget Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Review and approve the Fiscal Year 2023-24 1st Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:

Title- Councilmember-Anticipated Date

1. Amend Fencing Requirements - Benoit - Jan 2024
2. Official reserve policy - Marquez - Nov 2023
3. Illegal Dumping Fee - Marquez - TBD

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

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

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED
The Board of Trustees to approve the agenda as it is herein presented, or, if it is the desire of the Board, the agenda can be reordered, added to, or have items tabled at this time.

4. CEMETERY CONSENT CALENDAR

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

4.1 Cemetery Minutes - October 11, 2023 Regular Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the Minutes as presented

4.2 Warrant Register Cemetery October 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 10-12-2023 in the amount of $1,680.64.

For Fiscal Year 2023/2024
2. Warrant Register dated 10-12-2023 in the amount of $3,155.70.
3. Warrant Register dated 10-26-2023 in the amount of $823.84.

4.3 September 2023 Cemetery Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the Treasurer’s Report for September 2023.

4.4 **Resolution of Intention for the Wildomar Cemetery District to Dedicate Right of Way for the Palomar Street Widening Project (CIP 028-2)**
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. WCD2023 - ____
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT DECLARING ITS INTENTION TO DEDICATE RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES; AND FIXING A TIME AND PLACE FOR HEARING ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED DEDICATION

5. CEMETERY PUBLIC HEARINGS
None scheduled.

6. CEMETERY GENERAL BUSINESS
None scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

VIEW THE MEETING

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

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

3. Livestream | https://www.cityofwildomar.org/129/Agendas-Videos-Watch-Live | Click on the "Live Video Link"

PARTICIPATE IN THE MEETING

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

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

ACCOMMODATIONS

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

REPORTS

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

AFFIDAVIT OF POSTING

I, Janet Morales, Wildomar City Clerk, do certify that at least 72 hours prior to the meeting, a true and correct copy of this agenda was posted at Wildomar City Hall, 23873 Clinton Keith Road; U.S. Post Office, 21392 Palomar Street; Wildomar Library, 34303 Mission Trail Blvd; and on the City's website at www.cityofwildomar.org.

Janet Morales, CMC
City Clerk
Dated: November 2, 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: November 8, 2023

SUBJECT: CLOSED SESSION

ACTION:

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

Title: City Attorney

2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (3) to confer with legal counsel with regard to one matter of potential exposure to litigation.

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

James Bush and Theresa Bush v. Carlos Alberto Aracena, Verio Healthcare, Inc and City of Wildomar; Case No. CVSW2308821

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: November 8, 2023

SUBJECT: Wildomar 1st Quarter Fire Department Update

SUBMITTED BY: Lonny Olson

ACTION:
Receive and File.

ATTACHMENTS:
1. Wildomar Fire Dept. Quarterly update 2023

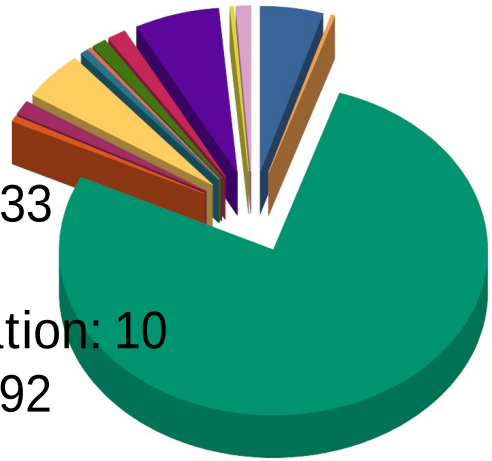


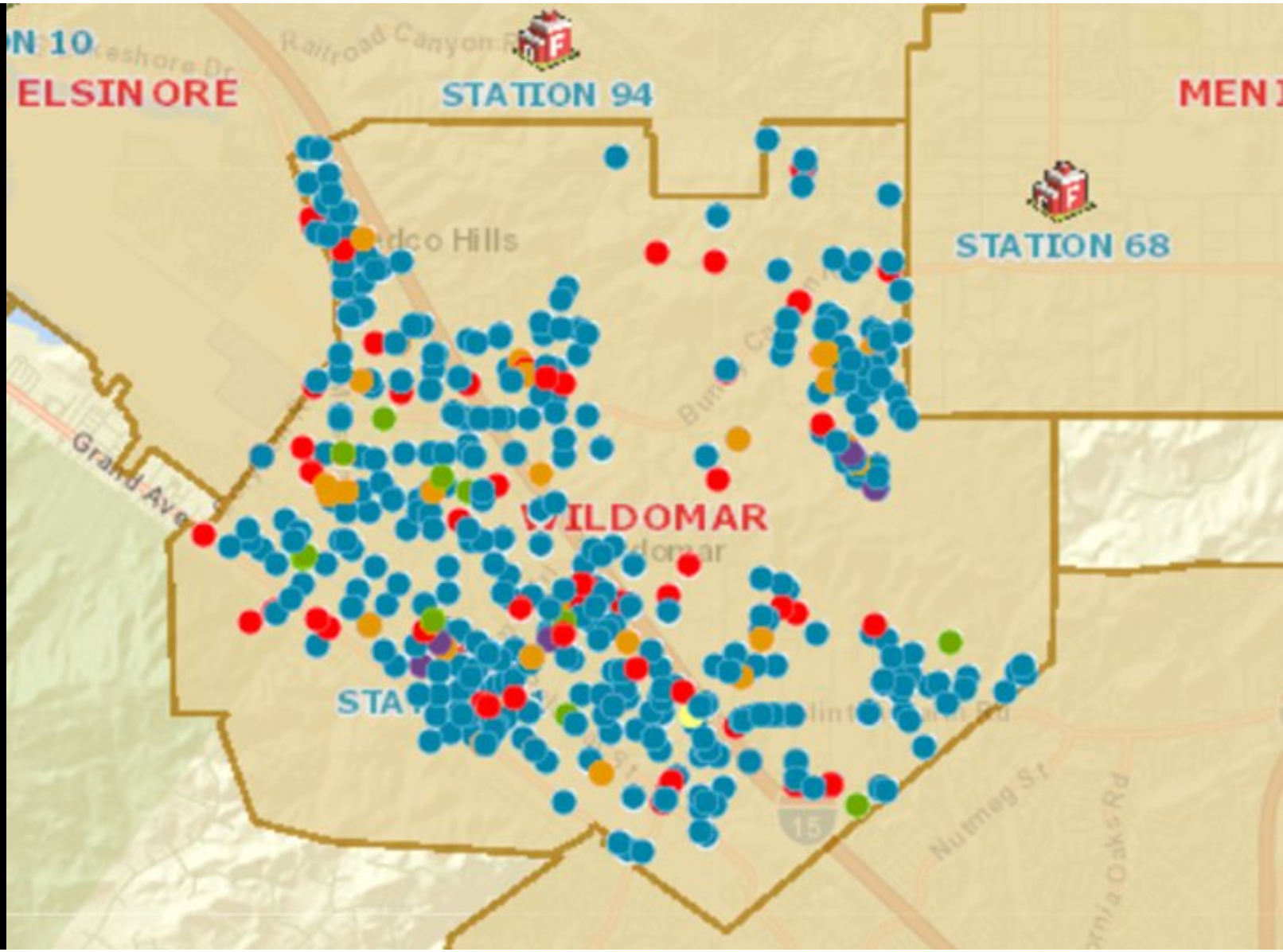
CITY OF WILDOMAR
CAL FIRE
Riverside County Fire
Quarterly Report

CALLS FOR SERVICE

False Alarm	45	4.7%
Haz Mat	4	0.4%
Medical	745	77.0%
Other Fire	6	0.6%
Other Misc	13	1.3%
Public Service Assist	47	4.9%
Res Fire	4	0.4%
Rescue	3	0.3%
Ringing Alarm	11	1.1%
Standby	13	1.3%
Traffic Collision	63	6.5%
Vehicle Fire	3	0.3%
Wildland Fire	10	1.0%

- Emergency response time averaged 5.2 minutes.
- 967 Calls for Service
- Wildomar Fire Station 61 = 617
  - Fire Engine 61= 522
  - Medic Squad 61= 547
- Canyon Hills Fire Station: 33
- Menifee Fire Station: 115
- Rancho California Fire Station: 10
- Bear Creek Fire Station: 192




ELSINORE
STATION 94
STATION 68
WILDOMAR
Grand Ave
Nutmeg St


CAL FIRE






CR&R


2ND BATTALION
DEUCES WILD
BUD MARTINEZ
FIRE CAPTAIN



Office of the Fire Marshal

Plan review:

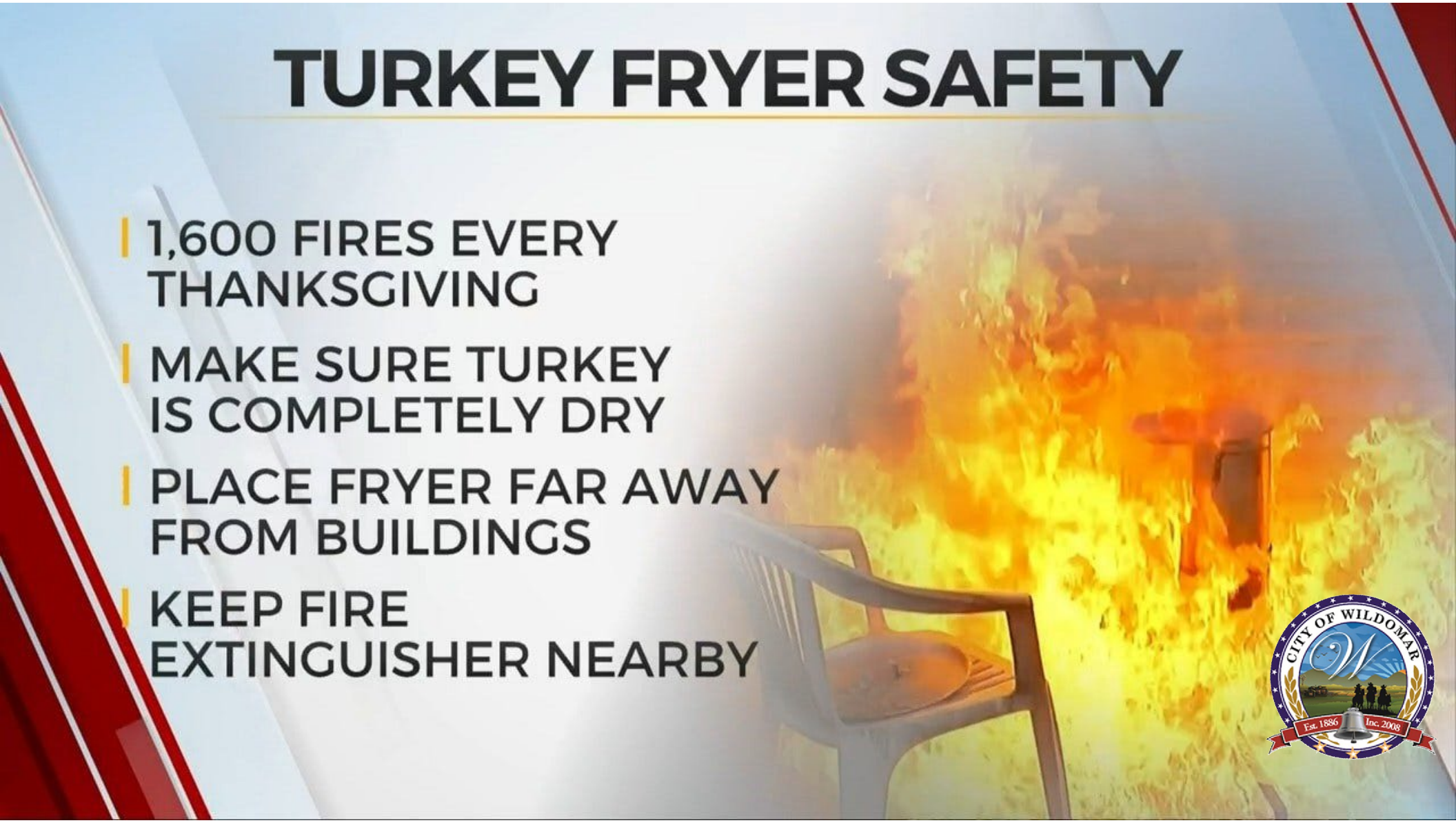
- 108 Plan Reviews
- Average turn around time of 10 days

Fire Inspections:

- 209 Inspections
- Averaged 2 day turn around time.

TURKEY FRYER SAFETY

- 1,600 FIRES EVERY THANKSGIVING
- MAKE SURE TURKEY IS COMPLETELY DRY
- PLACE FRYER FAR AWAY FROM BUILDINGS
- KEEP FIRE EXTINGUISHER NEARBY





CITY OF WILDOMAR
CAL FIRE/Riverside County Fire
Quarterly Report

Thank you.

Presented by Chief Lonny Olson

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: November 8, 2023

SUBJECT: Wildomar Police Department Update

ACTION:
Receive and File.

ATTACHMENTS:
1. July-September Stats

City of Lake Wildomar

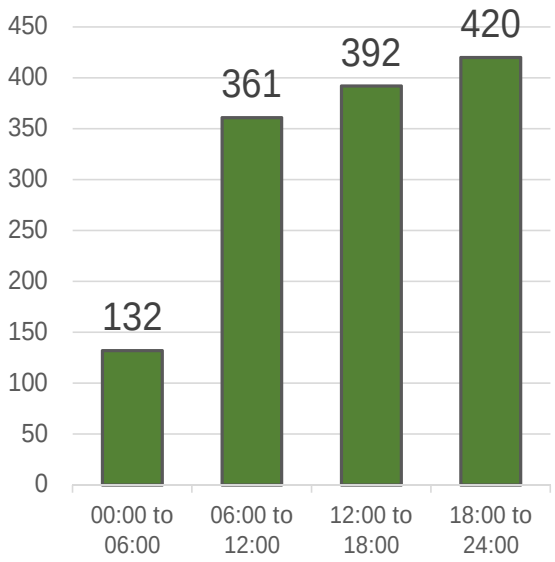
Stats

July to September 2023

Calls for Service

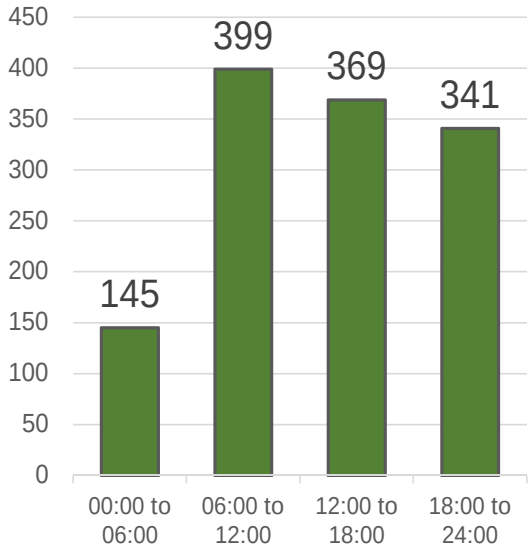
Jul – 1,305

July 2022 – 1,522



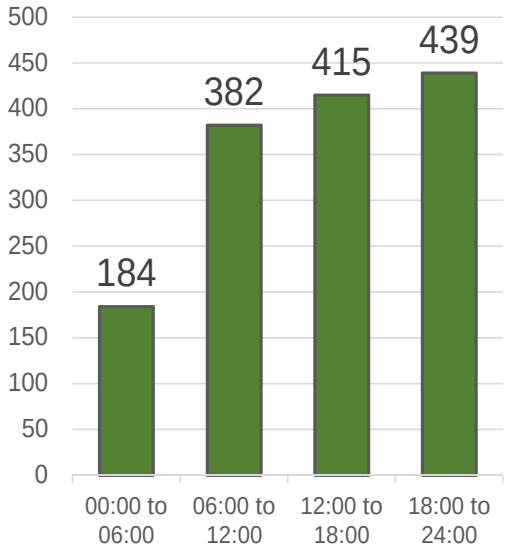
Aug – 1,254

Aug 2022 – 1,475

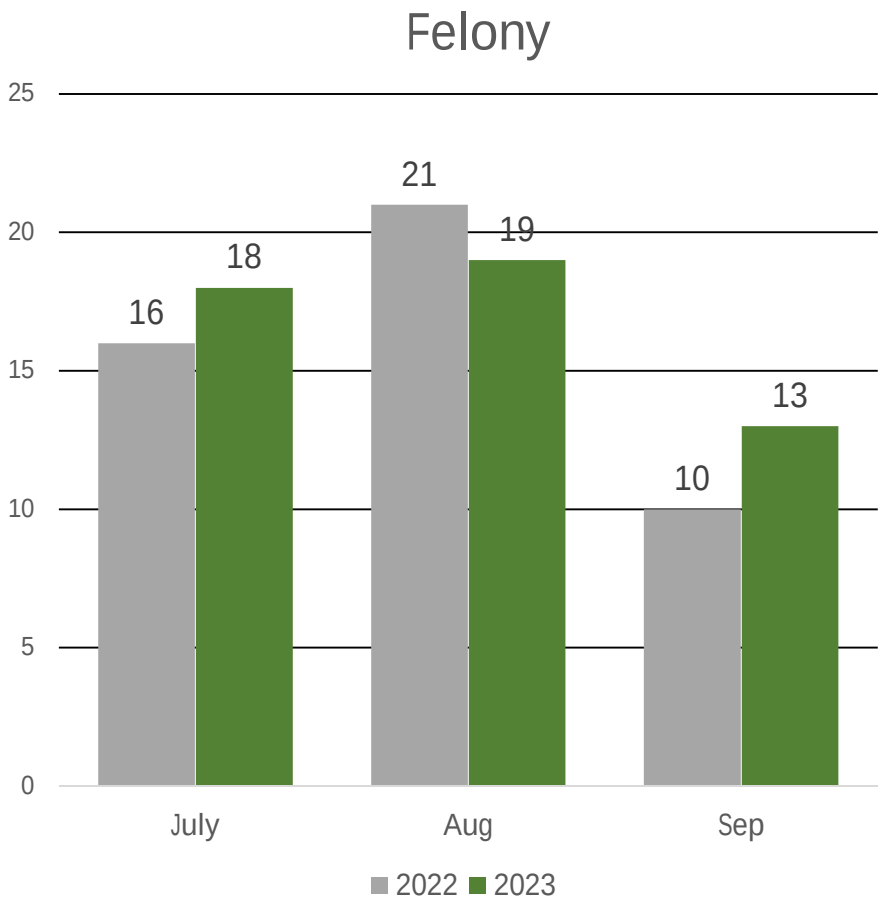


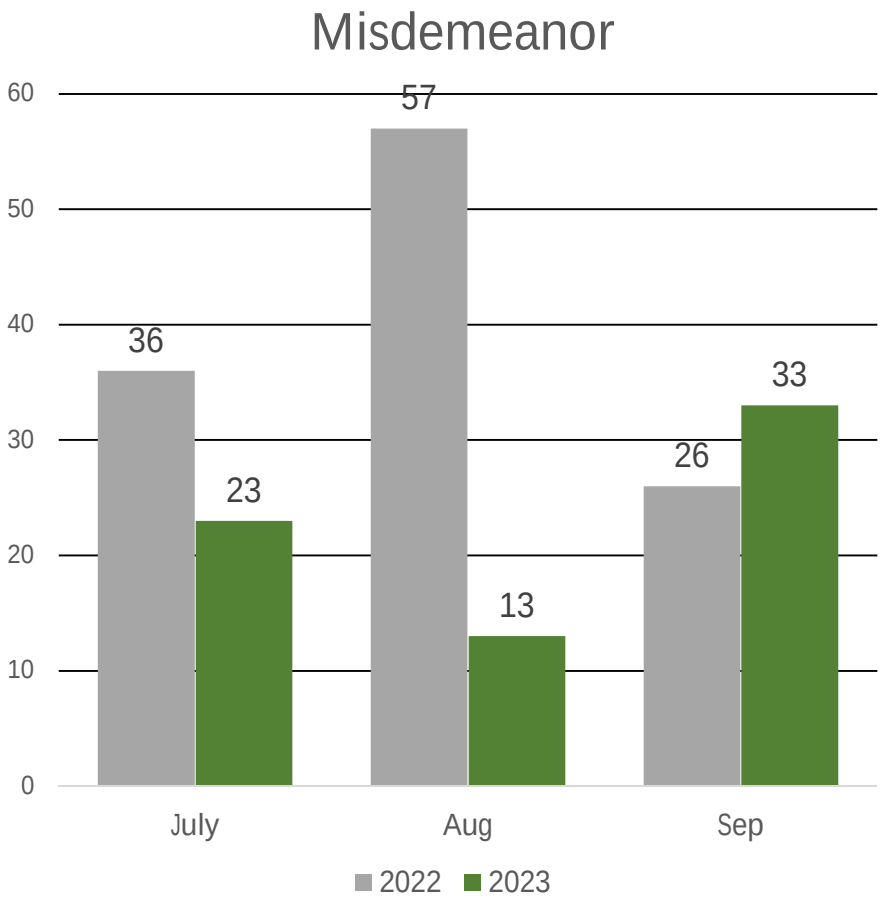
Sep – 1,420

Sep 2022 – 1,438



Arrests


Felony
25
20
15
10
5
0
16
18
21
19
10
13
July
Aug
Sep
2022
2023


Misdemeanor
60
50
40
30
20
10
0
36
23
57
13
26
33
July
Aug
Sep
2022
2023

Part 1 - Property & Violent Crimes

	Apr	May	Jun	Jul	Aug	Sep	2023	2022
Aggravated Assault	2	2	3	6	5	8	26	18
Robbery	1	1	1	2	0	0	5	5
Sex Crimes	0	1	3	1	1	0	6	2
Homicide	0	0	0	0	0	0	0	0
Burglary	4	7	11	6	8	8	44	40
Larceny	28	25	30	40	44	24	191	216
Veh Theft	4	6	6	11	7	6	40	57

Part 1 - Violent Crimes

	July		Aug		Sep	
	2022	2023	2022	2023	2022	2023
Aggravated Assault	7	6	4	5	2	8
Robbery	0	2	0	0	1	0
Sex Crimes	0	1	1	1	1	0
Homicide	0	0	0	0	0	0

Part 1 - Property Crimes

	July		Aug		Sep	
	2022	2023	2022	2023	2022	2023
Burglary	7	6	5	8	3	8
Larceny	37	40	30	44	38	24
Vehicle Theft	12	11	8	7	5	6

Average Response Time

	Priority 1		Priority 2		Priority 3		Priority 4	
	ART	CFS	ART	CFS	ART	CFS	ART	CFS
July	6.32	18	27.86	325	41.90	284	64.60	145
Aug	9.83	18	24.18	336	35.51	274	39.45	134
Sep	7.90	17	24.48	368	45.07	260	43.93	149

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

Traffic Collisions

	July	Aug	Sep
Total Collisions	13	8	12
Fatal Collisions	0	0	0

Flock Cameras

	July	Aug	Sep
Arrests	9	11	10
Vehicles Recovered	7	6	9
Investigations	42	47	40



flock safety



Search Warrant for Sales of Narcotics

August 2023 Sales of Narcotics Investigation

- Suspects providing narcotics throughout Wildomar, Lake Elsinore, and Temecula.
- Wildomar SET conducted a months-long investigation to identify the suspect.

Investigative efforts

- Wildomar SET conducted multiple narcotic arrests and linked multiple cases to identify potential suspects.

Status

- Wildomar SET authored a search warrant resulting in the arrest of one suspect, recovery of one pound of methamphetamine, 2 pounds of fentanyl, three illegal guns, hundreds of illegal rounds of ammunition, 950 M30 pills, and $20,000.00 in U.S. currency related to narcotic sales.



Illegal Marijuana Sales to Minors

September 2023 illegal selling of marijuana to minors

- Anonymous tip regarding the sales of marijuana products to minors in the city of Wildomar, Murrieta, and Temecula.

<u>Investigative efforts</u>

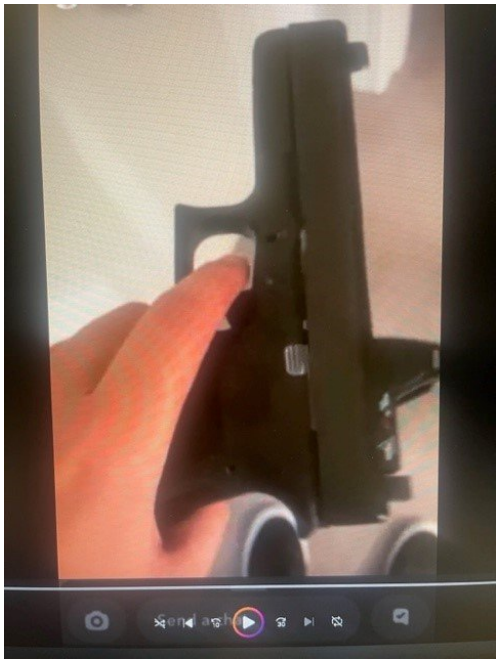
Wildomar SET conducted days long under cover surveillance/mobile surveillance and observed the subject sell marijuana products to a fourteen-year-old.

<u>Status</u>

- Wildomar SET authored a search warrant resulting in the arrest of two suspects, a stolen firearm, and a large amount of marijuana products.



Product Sold to Minor



Stolen Firearm



Non-Emergency Line
(951) 776-1099

Sheriff's Station
(951) 245-3300

Riversidesheriff.org

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: November 8, 2023

SUBJECT: Wildomar Library Quarterly Update

ACTION:
Receive and file.

ATTACHMENTS:
A. Wildomar Library Third Quarter 2023

Wildomar Library Report

Third Quarter:
July August September 2023



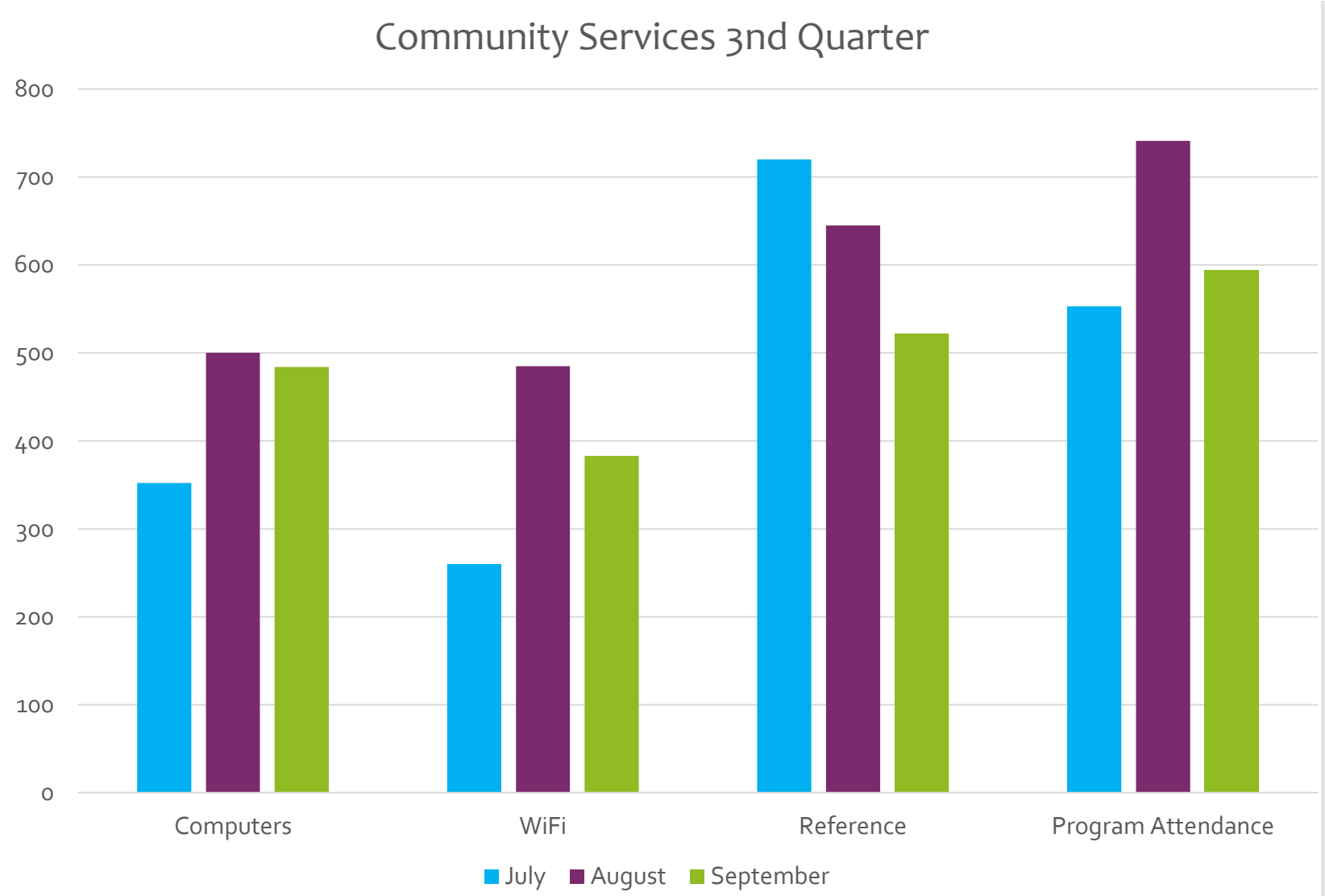
Community Services

Computer 352 / 500 / 484 = 1,336

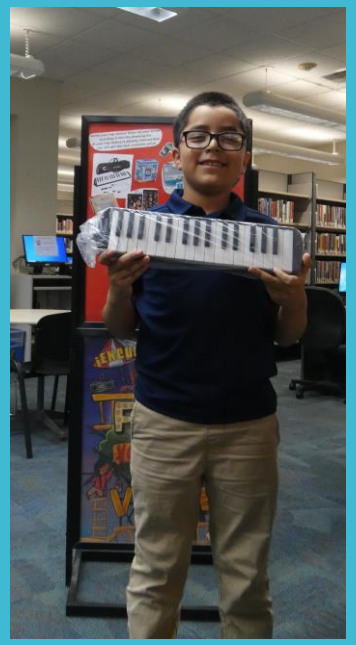
WiFi Use 260 / 485 / 383 = 1,128

Reference 720 / 645 / 522 = 1,887

Program Attendance
553 / 741 / 414 = 1,708

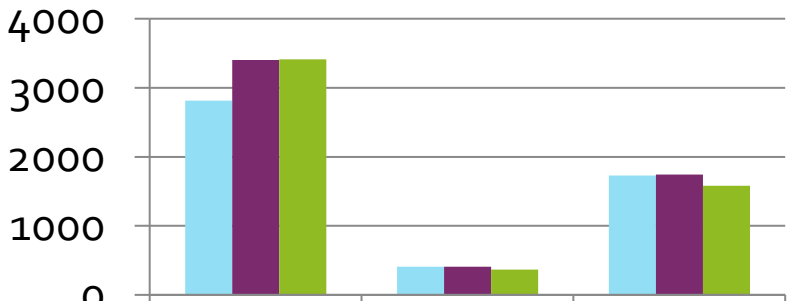


Literacy and Educational Services



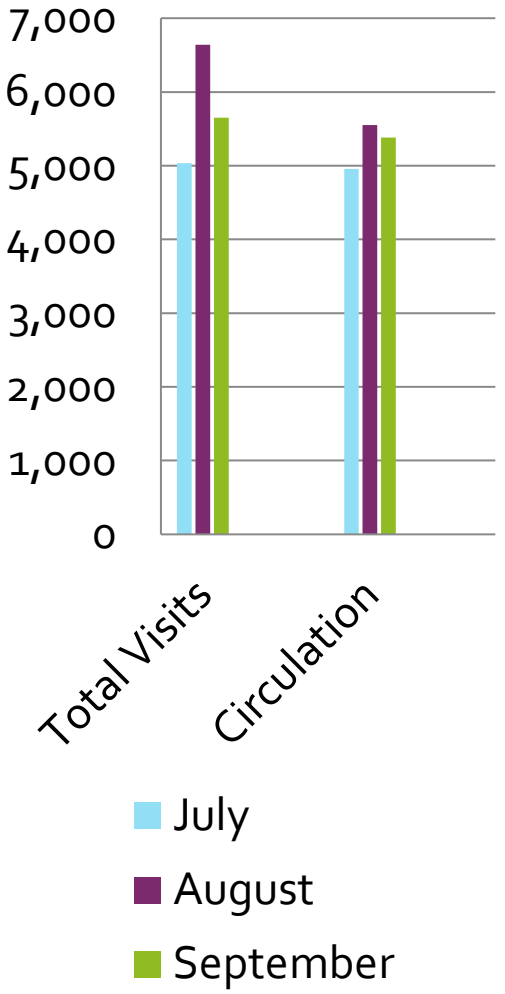
- Total Visits 5,033 / 6,640 / 5650 — **Total 17,323**
- Circulation 4,955 / 5,553 / 5,382 — **Total 15,890**
- Total Programs 23 / 30 / 33 — **Total 86**
- New Memberships 69 / 92 / 83 — **Total 244**
- Total Open Hours 213 / 204 / 185 — **Total 602**

Circulation by Age Category



	Child	YA	Adult
July	2815	410	1730
August	3400	411	1742
September	3413	368	1581

Library Traffic



Contact Us!

Wildomar.library@rivlib.net
951-471-3855

Visit Us!

34303 Mission Trail, Wildomar
www.rivlib.net

Follow Us!

Facebook, Instagram



CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: November 8, 2023

SUBJECT: General Plan Update Progress Report #17

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Receive & File.

BACKGROUND:
Staff provided the City Council with a verbal briefing of the General Plan Update at its last meeting of October 11, 2023 (Briefing #16). This current briefing (#17) primarily covers the month of October 2023. The following is a summary of the recent task assignments completed this past month or so, and the tasks/assignments coming forth over the next 30+ days.

For more details and up-to-date items, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

DISCUSSION:
Tasks/Assignments Accomplished (previous 30 +/- days):

- The GP team continues to work on the General Plan goals and policies for each of the document chapters
- The GP team also continues to work on the Draft EIR document, focusing on SB 18/AB 52, consultation and preparation of the technical studies / environmental issues areas…..

Upcoming Tasks/Assignments (Next 3-4 Months):

- The GP team will host our final meeting (#5) of the Gen Plan Advisory Group (tentatively set for December 19th to discuss the GP goals and policies document.
- Public Workshop #3 to discuss the Goals and Policies is tentatively scheduled for mid-January 2024.
- Planning Commission workshop to discuss the Goals and Policies is tentatively

scheduled for mid-February 2024.
- Admin draft #1 of the GP document should be completed by early March 2024.
- Admin draft #1 of the EIR Work should be completed around early March 2024.
- Staff is targeting release the DEIR for its 45-day public review period in mid-April 2024.
- Work will continue on the Wildomar Development Code update…Planning Commission Workshop to discuss Admin draft #1 tentatively scheduled for early April 2024.

Website Stats/Information:

- Roughly 3,500 unique visitors since website launch (June 14, 2022)
- 140 total unique visitors in October 2023

ATTACHMENTS:
GP Update #17-ppt [11-8-23].pdf



City Council Monthly Update #17
November 8, 2023

ENVISION WILDOMAR 2040
General Plan Monthly Update #17 – October 2023

Tasks/Assignments Accomplished (previous 30 +/- days):

- The GP team continues to work on the General Plan goals and policies for each of the document chapters….
- The GP team also continues to work on the Draft EIR document, focusing on SB 18/AB 52, consultation, and preparation of the technical studies / environmental issues areas…..

ENVISION WILDOMAR 2040
General Plan Monthly Update #17 – October 2023

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ENVISION WILDOMAR 2040
General Plan Monthly Update #17 – October 2023

Website Stats/Information:

- Roughly 3,500 unique visitors since website launch (June 14, 2022).
- 140 total unique visitors in October 2023.
- Average of 4.5 +/-visitors per day.



Questions?

For more information visit:
https://envisionwildomar2040.com/

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: November 8, 2023

SUBJECT: Reading of Ordinances

SUBMITTED BY: Janet Morales

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: November 8, 2023

SUBJECT: Warrant Register October 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 10-05-2023 in the amount of $1,867.20.
2. Warrant Register dated 10-12-2023 in the amount of $56,032.11.
3. Warrant Register dated 10-19-2023 in the amount of $1,285,286.77.
4. Warrant Register dated 10-26-2023 in the amount of $165.

For Fiscal Year 2023/2024
5. Warrant Register dated 10-03-2023 in the amount of $609.
6. Warrant Register dated 10-05-2023 in the amount of $354,437.71.
7. Warrant Register dated 10-12-2023 in the amount of $292,849.61.
8. Warrant Register dated 10-19-2023 in the amount of $140,333.04.
9. Warrant Register(s) dated 10-26-2023 in the amount of $271,130.21.
10. Warrant Register dated 10-31-2023 in the amount of $609.
11. Wire Transfer Register dated 10-31-2023 in the amount of $60,975.18.
12. Payroll Register dated 11-01-2023 in the amount of $211,475.50.

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

FISCAL IMPACT:
These Warrant, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 and 2023/24 Budgets.

ATTACHMENTS:

Warrant Reg Oct 2023 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217215	10/5/2023	000082 DEPARTMENT OF CONSERVATION,	10223		SMIP FEES APR 2023 - JUN 2023	1,867.20
					Total :	**1,867.20**

1 Vouchers for bank code : wf **Bank total : 1,867.20**

1 Vouchers in this report **Total vouchers : 1,867.20**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217240	10/12/2023	000035 COUNTY OF RIVERSIDE, TLMA	TL0000016988		MAY-JUNE 2023 SLF COSTS FY22-23	828.26
					Total :	**828.26**
217241	10/12/2023	001652 MARK THOMAS & COMPANY INC.	47767	0000327	DESIGN SERVICES	55,203.85
					Total :	**55,203.85**
	2 Vouchers for bank code :	wf			**Bank total :**	**56,032.11**
	2 Vouchers in this report				**Total vouchers :**	**56,032.11**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217279	10/19/2023	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-1552		CRIME PROGRAM, CIRA FY22-23	912.00
			INV-1601		DEADLY WEAPON FY 22-23	58.86
					Total :	**970.86**
217280	10/19/2023	000068 COUNTY OF RIVERSIDE, FIRE DEPARTM	235115		FIRE PROTECTION SERVICES 04/01/23-06/31/	1,037,576.33
			235115CR		FIRE PROTECT SVC 04/01/23-06/31/23 AMR	-11,430.12
					Total :	**1,026,146.21**
217281	10/19/2023	000058 DEPARTMENT OF JUSTICE	677577		MAY 2023 REBILL POLICE BLOOD ALCOHOL ANA	70.00
					Total :	**70.00**
217282	10/19/2023	000778 PARSONS TRANSPORTATION GRP INC	2310B146		PROF SVCS AGREEMENT #72 - 12/31/22-06/30	160,768.48
					Total :	**160,768.48**
217283	10/19/2023	000051 RCHCA	101723		KANGAROO RAT FEE - FY 2022/2023	5,715.00
					Total :	**5,715.00**
217284	10/19/2023	001021 SPICER CONSULTING GROUP	1356		FY 22/23 ANNUAL ADMIN LLMD89-1-C	2,791.67
					Total :	**2,791.67**
217285	10/19/2023	000564 WASTE MANAGEMENT	101623		FY 22/23 ACCRUAL DELQ. TRASH TAX ROLL LI	96,548.42
			101623CR		FRANCHISE FEE 8% CALC FY 22/23 ACCRUAL D	-7,723.87
					Total :	**88,824.55**

7 Vouchers for bank code : wf **Bank total :** **1,285,286.77**

7 Vouchers in this report **Total vouchers :** **1,285,286.77**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217301	10/26/2023	001924 NEW LIFE PHOTOGRAPHY & DESIGN	3093		PROFESSIONAL HEADSHOTS	165.00
					Total :	**165.00**

1 Vouchers for bank code : wf **Bank total :** **165.00**

1 Vouchers in this report **Total vouchers :** **165.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217214	10/3/2023	001602 SMITH RANCH SELF STORAGE	714	0000497	RV26,RV029,RV030 RENT 10/01-10/31	609.00
					Total :	**609.00**

1 Vouchers for bank code : wf **Bank total :** **609.00**

1 Vouchers in this report **Total vouchers :** **609.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217216	10/5/2023	001590 ALL AMERICAN ASPHALT	92623		CIP 057-2 CITYWIDE RD MAINT & REHAB PROG	211,738.85
					Total :	**211,738.85**
217217	10/5/2023	001692 AMAZON CAPITAL SERVICES	1JGK-F3QY-WN3P		CEMETERY DEPARTMENT SUPPLIES	1,439.33
					Total :	**1,439.33**
217218	10/5/2023	000029 APPLEONE	01-6719287		ADMIN W/E 9/23/23 (JH)	3,015.70
			01-6719288		ADMIN W/E 9/23/23 (HJ)	1,740.40
			01-6719289		ADMIN ASSISTANT-CLERICAL W/E 9/23/23 (CH	1,296.32
			01-6719706		ACCOUNTANT W/E 9/23/23 (KS)	1,407.84
					Total :	**7,460.26**
217219	10/5/2023	001002 ARCHITERRA DESIGN GROUP	31336		07/19/23-08/24/23 CIP 099, DESIGN PS&E	6,116.08
					Total :	**6,116.08**
217220	10/5/2023	001671 BERROTERAN, RAUL	10223		REIMBURSE - PARKING FEE FOR TRAINING 09/	80.00
					Total :	**80.00**
217221	10/5/2023	001748 CALIFORNIA CONSULTING, INC.	6268	0000485	GRANT WRITING SERVICE - OCT 2023 RETAINE	4,850.00
					Total :	**4,850.00**
217222	10/5/2023	000037 DATA TICKET, INC.	155552		AUG 2023 ONLINE ACCESS	405.93
			156200		AUG 2023 DAILY CITE PROCESSING	606.84
					Total :	**1,012.77**
217223	10/5/2023	000022 EDISON	092723-6091		08/25/23-09/25/23 21347 COMO ST (LITTLE	45.83
			092723-7258		08/25/23-09/25/23 ELEC 21400 PALOMAR (CE	315.18
			092723-9129		08/25/23-06/25/23 32637 GRUWELL (FS#61)	1,417.39
					Total :	**1,778.40**
217224	10/5/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12592434		08/16/23-09/15/23 WATER ZONE 42 LOC 01 M	1,294.95
			12592685		08/16/23-09/15/23 WATER ZONE 42 LOC 03 M	273.92

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217224	10/5/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			12592686		08/16/23-09/15/23 WATER ZONE 42 LOC 02 M	344.68
			12595349		08/19/23-09/18/23 WATER ZONE 3 LOC 23 M1	192.86
			12595557		08/19/23-09/18/23 WATER ZONE 30 LOC 2	123.34
			12595597		08/19/23-09/18/23 WATER ZONE 3 LOC 49 M1	98.98
			12595853		08/19/23-09/18/23 WATER ZONE 51 LOC 1	132.80
			12596018		08/19/23-09/18/23 WATER BASEBALL FIELD	252.26
			12596058		08/19/23-09/18/23 WATER WINDSONG PARK	926.88
			12596567		08/19/23-09/18/23 WATER ZONE 3 LOC 29 M1	501.15
			12596645		08/19/23-09/18/23 WATER ZONE 3 LOC 29 M2	264.04
			12596648		08/19/23-09/18/23 WATER ZONE 30 LOC 1	297.92
			12596747		08/19/23-09/18/23 WATER ZONE 3 LOC 42 &	190.96
			12597143		08/19/23-09/18/23 WATER 22450 1/2 CERVER	224.49
			12597385		08/19/23-09/18/23 WATER 22450 CERVERA	153.61
			12598478		08/19/23-09/18/23 WATER ZONE 62 - 22933	212.66
			12598565		08/19/23-09/18/23 WATER ZONE 67 - ARNNET	90.29
			12599214		08/20/23-09/19/23 WATER ZONE 3 LOC 35 M1	678.82
			12602236		08/20/23-09/19/23 WATER 24707 PRELIPP RD	441.61
					Total :	**6,696.22**
217225	10/5/2023	002066 GOLDSTAR ASPHALT PRODUCTS	14292		EMERGENCY SAND DELIVERY	4,040.63
					Total :	**4,040.63**
217226	10/5/2023	001573 GRANICUS, LLC	172500		LIVESTREAM HARDWARE EQUIPMENT	4,806.25
					Total :	**4,806.25**
217227	10/5/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34950089		CANON COLOR COPIER SYST. #019-1780554	214.24
					Total :	**214.24**
217228	10/5/2023	001783 HR DYNAMICS & PERFORMANCE	80323A	0000421	THROUGH 06/13/23-08/24/23 CLASSIFICATION	1,562.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
217228	10/5/2023	001783 HR DYNAMICS & PERFORMANCE	(Continued)				
			80323B	0000462	EXECUTIVE RECRUITMENT-HUMAN RESOURCES &		19,883.36
						Total :	**21,445.86**
217229	10/5/2023	000499 INLAND EMPIRE LANDSCAPE INC	41459		CFD ZONE 2, IRRIGATION & LANDSCAPE REPAI		2,206.14
						Total :	**2,206.14**
217230	10/5/2023	000016 INNOVATIVE DOCUMENT SOLUTIONS	254354		9/1/23-9/30/23 CONTRACT COPIER SERVICES		1,220.71
						Total :	**1,220.71**
217231	10/5/2023	001647 LACHGAR, ABDURAHMAN	92723		APA CONFERENCE EXPENSES		494.51
						Total :	**494.51**
217232	10/5/2023	001988 MAGDALENO, YVETTE	10223		REIMBURSEMENT FOR EVENT ITEMS -HALLOWEEN		159.23
						Total :	**159.23**
217233	10/5/2023	000615 MARRON, FRANK	70223		REFUND OF DEPOSIT UNUSED FUNDS		10,275.89
						Total :	**10,275.89**
217234	10/5/2023	000856 MICHAEL BAKER INTERNATIONAL IN	1190832		P/E SEP 03,2023 CONTRACTUAL SVC - PROJEC		14,442.00
						Total :	**14,442.00**
217235	10/5/2023	002039 RC CONSULTING SERVICES	10323		FIXED FEE REFUND		202.36
						Total :	**202.36**
217236	10/5/2023	001921 SCA OF CA, LLC	106956CS		CFD 2013-1 ZONE 2 SWEEPS		9,140.47
						Total :	**9,140.47**
217237	10/5/2023	001021 SPICER CONSULTING GROUP	1392		BAXTER VILLAGE - CFD 2022-1 ANNEXATION		4,000.00
			1407		FY 23/24 ANNUAL ADMIN LLMD89-1-C		4,154.18
			1418		CFD 2022-1 ANNEXATION (AVALINO)		9,000.00
			1419		CFD 2022-1 ANNEXATION (TRES LAGOS)		9,000.00
			1420		CFD 2023-1, FORMATION- (AVALINO)		15,000.00
						Total :	**41,154.18**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217238	10/5/2023	002052 ST. FRANCIS ELECTRIC	2316410R		TRAFFIC SIGNAL MAINT. AND CALLOUTS -WILD	2,399.50
					Total :	**2,399.50**
217239	10/5/2023	000437 VERIZON WIRELESS	9945040939		09/23/23-10/22/23 DATA INT CHRG 9239	1,023.82
			9945040940		09/23/23-10/22/23 DATA INTERNET CHRG 619	40.01
					Total :	**1,063.83**
24	**Vouchers for bank code :**	wf			**Bank total :**	**354,437.71**
24	**Vouchers in this report**				**Total vouchers :**	**354,437.71**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217242	10/12/2023	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020108423	0000473	09/01/23-09/30/23 SECURITY PATROL	8,178.84
					Total :	**8,178.84**
217243	10/12/2023	000088 ACE HARDWARE	307556/3		DEPT SUPPLIES - MARNA RESTROOM LIGHTBULB	103.30
					Total :	**103.30**
217244	10/12/2023	000031 AFLAC, REMITTANCE PROCESSING, CEN	175786		SEP 2023 CITY COUNCIL MEDICAL INS. BENEF	1,504.44
					Total :	**1,504.44**
217245	10/12/2023	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	SEPTEMBER2023		ANIMAL CONTROL SERVICE SEPTEMBER 2023	7,000.00
					Total :	**7,000.00**
217246	10/12/2023	000029 APPLEONE	01-6724668		ADMIN W/E 9/30/23 (JH)	2,082.68
			01-6724669		ADMIN W/E 9/30/23 (HJ)	1,305.30
			01-6724670		ADMIN ASSISTANT-CLERICAL W/E 9/30/23 (CH	1,296.32
			01-6725100		ACCOUNTANT W/E 9/30/23 (KS)	2,495.95
					Total :	**7,180.25**
217247	10/12/2023	001002 ARCHITERRA DESIGN GROUP	31451		08/25/23-09/24/23 SI COORDINATION	1,802.13
			31452		08/25/23-09/24/23 SI COORDINATION	1,692.00
			31453		08/25/23-09/24/23 SI CFD FINAL OFFSITE	659.25
			31454		08/25/23-09/24/23 SI COORDINATION	62.50
			31455		08/25/23-09/24/23 SI COORDINATION, SI FI	1,333.38
			31456		08/25/23-09/24/23 -MAIL-APPLICANT QUESTI	31.25
			31457		08/25/23-09/24/23 SI COORDINATION, SI FY	411.03
			31458		08/25/23-09/24/23 CITY PLAN CHECK - MAIN	187.50
			31459		08/25/23-09/24/23 SI COORDINATION, OBSER	125.00
			31460		08/25/23-09/24/23 CITY PLAN CHECK	500.00
			31461		08/25/23-09/24/23 SI - HOA PH. I FINAL R	31.25
			31462		08/25/23-09/24/23 CITY PLAN CHECK - 2ND	31.25
			31463		08/25/23-09/24/23 MEETING WITH CITY & PR	93.75
			31464		8/25/23-09/24/23 MEETING WITH CITY & PRO	93.75
			31465		8/25/23-09/24/23 CITY PLAN CHECK PR - 2N	187.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217247	10/12/2023	001002 ARCHITERRA DESIGN GROUP	(Continued)			
			31466		8/25/23-09/24/23 CITY PLAN CHECK CHECK -	750.00
			31467		8/25/23-09/24/23 CITY PLAN CHECK CHECK P	312.50
					Total :	**8,304.04**
217248	10/12/2023	001721 BAGGIO, TINA	101023		WORK BOOTS REIMBURSEMENT	31.83
					Total :	**31.83**
217249	10/12/2023	002068 CALIFORNIA BUILDING OFFICIALS	16872		CLASS I MEMBERSHIP DUES - M. SCOTT BURNS	215.00
					Total :	**215.00**
217250	10/12/2023	001622 COMMERCIAL BUILDING MANAGEMENT,	69872	0000499	AUG 2023 JANITORIAL SVC - MARNA OBRIEN	4,470.71
			69873	0000499	PARK JANITORIAL SERVICE 07/01/23-10/31/2	473.00
					Total :	**4,943.71**
217251	10/12/2023	000785 CORELOGIC SOLUTIONS, LLC	82189591		SEP 2023 CODE ENFORCEMENT SOFTWARE	236.75
					Total :	**236.75**
217252	10/12/2023	000075 DOGGIE WALK BAGS, INC.	0109742-IN		DISPENSER BAGS - MARNA O'BRIEN	608.03
					Total :	**608.03**
217253	10/12/2023	000022 EDISON	092823-2458		08/28/23-09/26/23 32972 WELLS PL	392.07
			093023-5471		08/24/23-09/24/23 IRRIGATION METER PEDES	17.74
			100223-0828		09/01/23-09/30/23 ELECTRIC WILDOMAR CITY	166.78
			100223-0962		09/01/23-09/30/23 ELECTRIC CFD 2013-001	249.67
			100223-1202		09/01/23-09/30/23 HIDDEN SPRINGS/CLINTON	23.55
			100223-1757		09/01/23-09/30/23 ELECTRIC CFD 2013-001	202.83
			100223-4293		09/01/23-09/30/23 CSA22 SALES ACQUISITIO	6,134.41
			100223-4487		09/01/23-09/30/23 20505 PALOMAR ST (MARN	57.00
			100223-4610		09/01/23-09/30/23 ELECTRIC CFD 2013-001	128.35

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217253	10/12/2023	000022 EDISON	(Continued)			
			100223-4845		09/01/23-09/30/23 CFD ZONE 2	64.18
			100223-7481		09/01/23-09/30/23 CSA 103	510.54
			100223-7504		09/01/23-09/30/23 CFD 2013-1 ORANGE/CORA	34.68
			100223-7694		09/01/23-09/30/23 CFD ZONE 3	218.28
			100223-8975		09/01/23-09/30/23 CFD ZONE 3	128.35
			100223-9127		09/01/23-09/30/23 ELECTRIC CFD 2013-001	244.52
					Total :	**8,572.95**
217254	10/12/2023	000941 FRONTIER	10123A		10/01/23-10/31/23 OFFICE TELEPHONE CHARG	558.60
			10123B		10/01/23-10/31/23 OFFICE TELEPHONE CHARG	56.43
					Total :	**615.03**
217255	10/12/2023	000876 GATES SOUND	23-1281		VENTED RACK SHELF, 1U VENTED	129.97
					Total :	**129.97**
217256	10/12/2023	001325 GEOCON WEST, INC.	723090412		CIP 057-2 CONTRACTUAL SVC THROUGH 09/03/	605.00
					Total :	**605.00**
217257	10/12/2023	001911 HDL SOFTWARE LLC.	SIN0302025		JULY 2023 HDL FEES	2,244.94
					Total :	**2,244.94**
217258	10/12/2023	001666 INFINITY TECHNOLOGIES	1781	0000504	SEP 2023 CONTRACTUAL SERVICES	6,235.00
			1823A	0000452	SEP 2023 IT CONTRACTUAL SERVICES	11,300.00
			1823B	0000506	SEP 2023 ESET PROTECT ESSENTIAL (1-YR TE	1,750.00
			1823C	0000440	SEP 2023 DATTO OFFICE 365 BACKUP SERVICE	173.25
					Total :	**19,458.25**
217259	10/12/2023	000072 INTERWEST CONSULTING GROUP	90552		CONTRACTUAL SERVICES - CIP - JULY 2023	26,510.28
			90553		CONTRACTUAL SERVICES - JULY 2023	47,653.63
					Total :	**74,163.91**
217260	10/12/2023	001841 MORABITO, JOSEPH	92323		LEAGUE OF CA CITIES CONFERENCE 2023 PARK	72.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217260	10/12/2023	001841 001841 MORABITO, JOSEPH	(Continued)		**Total :**	**72.00**
217261	10/12/2023	002067 POROSKY, MICHELLE	10523		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	1,651.79
					Total :	**1,651.79**
217262	10/12/2023	000042 PV MAINTENANCE, INC.	005-272		CITYWIDE MAINT. CONTRACTUAL SERVICES - S	121,272.30
					Total :	**121,272.30**
217263	10/12/2023	001921 SCA OF CA, LLC	107098CS		CFD 2013-1 ZONE 2 SWEEPS	5,344.05
					Total :	**5,344.05**
217264	10/12/2023	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11622089		PUBLIC NOTICE -GPA 2024-01 NOP NOTICE	529.77
					Total :	**529.77**
217265	10/12/2023	001021 SPICER CONSULTING GROUP	1384		FY 23/24 ANNUAL ADMIN LLMD89-1-C	4,154.18
					Total :	**4,154.18**
217266	10/12/2023	002052 ST. FRANCIS ELECTRIC	23164104		TRAFFIC SIGNAL RESPONSES AUG 2023	1,577.00
			23164106		TRAFFIC SIGNAL RESPONSES AUG 2023	1,782.00
			23164107		TS POLE KNOCKED DOWN - INCIDENT #WI 2324	5,708.00
					Total :	**9,067.00**
217267	10/12/2023	001720 STERICYCLE, INC	8004813770A		CONTRACTUAL SHREDDING SVC	162.50
					Total :	**162.50**
217268	10/12/2023	001893 THE CENTRE FOR ORGANIZATION, EFFE	TCFOE4352		OE083-RIVERSIDE SUPERVISOR ACADEMY	899.00
					Total :	**899.00**
217269	10/12/2023	002069 THE DERNA GROUP	10523		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	727.73
					Total :	**727.73**
217270	10/12/2023	001505 THE ENDEAVOR PRODUCTION, GROUP	1088		MAYOR'S MINUTE - FOR SOC SAVE THE DATE	500.00
			1096		LOCAL FILMING & EDITING	3,000.00
			1097		SINGLE CAMERA SHOOT & EDITING	1,000.00
					Total :	**4,500.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217271	10/12/2023	000593 TORRES, DANIEL	101023		REIMBURSEMENTS	373.05
					Total :	**373.05**

30 Vouchers for bank code : wf **Bank total :** **292,849.61**

30 Vouchers in this report **Total vouchers :** **292,849.61**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217286	10/19/2023	000033 AMERICAN FORENSIC NURSES	78141		BLOOD DRAW (3)	200.55
					Total :	**200.55**
217287	10/19/2023	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000001224		MONTHLY RADIO COMMUNICATION - SHERIFF &	649.93
					Total :	**649.93**
217288	10/19/2023	000002 CRYSTAL CLEAN MAINTENANCE	1003N		OCT 2023- CITY HALL JANITORIAL SERVICES	3,214.75
					Total :	**3,214.75**
217289	10/19/2023	000022 EDISON	101123-3123		09/12/23-10/10/23 23873 CLINTON KEITH RD	139.83
			101123-3487		09/12/23-10/10/23 23873 CLINTON KEITH RD	271.44
			101123-7255		09/12/23-10/10/23 23873 CLINTON KEITH RD	123.57
			101223-3047		09/13/23-10/11/23 34311 MISSION TRAIL TC	96.21
			101223-3243		09/13/23-10/11/23 31818 CENTRAL ST LS3	30.50
			101223-3950		09/13/23-10/11/23 34311 MISSION TRAIL LS	33.05
			101223-5361		09/13/23-10/11/23 31818 CENTRAL TC1	85.11
			101223-7372		09/13/23-10/11/23 24211 CLINTON KEITH RD	63.68
			101223-8688		09/13/23-10/11/23 21458 GRAND AVE TC1	85.12
					Total :	**928.51**
217290	10/19/2023	000685 GREAT AMERICA FINANCIAL SERVIC	35044925		CANON COLOR COPIER SYST. #015-1472515	359.97
			35044926		CANON COLOR COPIER SYST. #016-1585799	214.24
					Total :	**574.21**
217291	10/19/2023	001047 INTERPRETERS UNLIMITED	360278A		SPANISH INTERPRETER 08/31/23 WI232430020	6.00
					Total :	**6.00**
217292	10/19/2023	001755 LIGHTS, PROPS AND SMILES, PHOTOBO	20230622-02		MARIACHI NIGHT - PHOTO BOOTH RENTAL	550.00
					Total :	**550.00**
217293	10/19/2023	001652 MARK THOMAS & COMPANY INC.	48623	0000510	DESIGN SERVICES	22,245.99
					Total :	**22,245.99**
217294	10/19/2023	001210 MURRIETA/WILDOMAR CHAMBER, OF C	42936		STRATEGIC PARTNER / ALL CHAMBER MEGA MIX	8,000.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217294	10/19/2023	001210 MURRIETA/WILDOMAR CHAMBER, OF C(	(Continued)			
			43196		STATE OF THE CITY	18,610.00
					Total :	**26,610.00**
217295	10/19/2023	001107 PLACEWORKS	89367		SEP 2023 CONTRACTUAL SVC - PROJECT RELAT	1,592.50
			89374		SEP 2023 CONTRACTUAL SVC - PROJECT RELAT	271.25
			89375		SEP 2023 CONTRACTUAL SVC - PROJECT RELAT	775.00
			89376		SEP 2023 CONTRACTUAL SVC - PROJECT RELAT	5,564.18
			89377		SEP 2023 CONTRACTUAL SVC - PROJECT RELAT	271.25
			89415		SEP 2023 CONTRACTUAL SVC - GP UPDATE/EIR	71,497.56
					Total :	**79,971.74**
217296	10/19/2023	001464 PVP COMMUNICATIONS	133544		MOTOR DEPUTY - BOOTS	397.06
					Total :	**397.06**
217297	10/19/2023	000186 RIGHTWAY	360017		10/12/23-11/08/23 - PORTA/WASHSTN-WINDS	723.50
					Total :	**723.50**
217298	10/19/2023	001393 SOCALGAS	101123		09/07/23-10/09/23 GAS - FIRE DEPT 32637	64.14
					Total :	**64.14**
217299	10/19/2023	001021 SPICER CONSULTING GROUP	1440		FY 23/24 ANNUAL ADMIN LLMD89-1-C	4,154.18
					Total :	**4,154.18**
217300	10/19/2023	001624 STENO SOLUTIONS	43676		08/01/23-08/31/23 TRANSCRIPTION	42.48
					Total :	**42.48**

15 Vouchers for bank code : wf **Bank total :** **140,333.04**

15 Vouchers in this report **Total vouchers :** **140,333.04**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217302	10/19/2023	000031 AFLAC, REMITTANCE PROCESSING, CEN	531183		OCT 2023 CITY COUNCIL MEDICAL INS. BENEF	1,504.44
					Total :	**1,504.44**
217303	10/19/2023	000033 AMERICAN FORENSIC NURSES	78184		BLOOD DRAW (2)	133.70
					Total :	**133.70**
217304	10/19/2023	000029 APPLEONE	01-6734501		ADMIN W/E 10/14/23 (JH)	3,008.52
			01-6734502		ADMIN W/E 10/14/23 (HJ)	1,740.40
			01-6734503		ADMIN ASSISTANT-CLERICAL W/E 10/14/23 (C	1,296.32
			01-6734945		ACCOUNTANT W/E 10/14/23 (KS)	1,914.60
					Total :	**7,959.84**
217305	10/19/2023	001928 AT&T	480652		LOCATION DAILY FOR CASE WI 23 2480037	475.00
					Total :	**475.00**
217306	10/19/2023	000034 BIO-TOX LABORATORIES	44887		RC SHERIFF - LAB SERVICES	1,376.30
			44939		RC SHERIFF - LAB SERVICES	80.00
					Total :	**1,456.30**
217307	10/19/2023	001712 BREWEN'S EMPIRE TROLLEY	231021SCOWDTAB1	0000509	FALL FAMILY FAIR EVENT 10/21/23 SHUTTLE	1,800.00
					Total :	**1,800.00**
217308	10/19/2023	000080 BURKE, WILLIAMS AND SORENSON,, LLP	307276		LEGAL FEES - AUG 2023 CITY ATTORNEY RETA	64,046.99
					Total :	**64,046.99**
217309	10/19/2023	001761 CHARTER COMMUNICATIONS	2318100823		CABLE THROUGH 11/07/23 - FS61	5.33
					Total :	**5.33**
217310	10/19/2023	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000001289		MONTHLY RADIO COMMUNICATION	649.93
					Total :	**649.93**
217311	10/19/2023	000058 DEPARTMENT OF JUSTICE	683708		AUG 2023 POLICE BLOOD ALCOHOL ANALYSIS (	35.00
					Total :	**35.00**
217312	10/19/2023	000027 DIRECT TV	082317220X231013		10/12/23-11/11/23 CABLE SERVICES - CITY	168.99

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217312	10/19/2023	000027 000027 DIRECT TV	(Continued)		**Total :**	**168.99**
217313	10/19/2023	000022 EDISON	101623-3767		09/15/23 10/15/23 31160 CLINTON KEITH RD	11.38
			101623-7633		09/15/23-10/15/23 32975 WILLOW BAY RD TC	96.58
			101723-7151		09/13/23-10/11/23 ELECTRIC	7,792.85
			101723-7151CR	S	09/13/23-10/11/23 ELEC 20171 AUTUM OAK (	-69.53
					Total :	**7,831.28**
217314	10/19/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12627095		09/09/23-10/08/23 WATER ZONE 52 LOC 01	114.90
			12627152		09/09/23-10/08/23 WATER ZONE 29 LOC 02	49.94
			12627434		09/09/23-10/08/23 WATER ZONE 71 LOC 01	231.97
			12627633		09/09/23-10/08/23 WATER 32637 GRUWELL-FS	489.57
			12627715		09/09/23-10/08/23 WATER MARNA O'BRIEN	4,449.37
			12632446		09/11/23-10/11/23 WATER ZONE 3 LOC 7 M1	90.25
			12632459		09/11/23-10/10/23 WATER HERITAGE PK (AUT	130.76
			12635724		09/12/23-10/11/23 WATER ZONE 3 LOC 25 M1	1,082.43
			12635725		09/12/23-10/11/23 WATER ZONE 3 LOC 25 M2	1,452.33
			12637495		09/12/23-10/11/23 WATER ZONE 3 LOC 24 M1	1,638.08
			12638655		09/12/23-10/11/23 WATER CFD 2013-1, ZONE	542.87
			12638816		09/12/23-10/12/23 WATER MALAGA GATEWAY P	430.83
					Total :	**10,703.30**
217315	10/19/2023	001762 EMERGENCY-1 RESPONSE, INC.	3439		EMT - PICNIC IN THE PARK	175.00
					Total :	**175.00**
217316	10/19/2023	001728 FORENSIC NURSES OF SOCAL, INC.	2341		POLICE DEPT - SEXUAL ASSAULT EXAM-SART 0	1,200.00
					Total :	**1,200.00**
217317	10/19/2023	001795 GUZMAN PARTY RENTALS	102323		STAFF EVENT 10/31/23 TABLES AND CHAIRS	150.00
					Total :	**150.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217318	10/19/2023	000304 JOE A. GONSALVES & SON	161147	0000484	OCT 2023 PROF. CONTRACTUAL LEGISLATIVE A	3,000.00
					Total :	**3,000.00**
217319	10/19/2023	000113 LEAGUE OF CALIFORNIA CITIES	2808		RIV. CNTY. DIV. MEETING 09/20/23 - COUNC	200.00
					Total :	**200.00**
217320	10/19/2023	001150 MILESTONE WILDOMAR LLC	110123	0000498	NOV 2023 FLEET STORAGE 3 UNITS	897.00
			91823	0000498	SEP 2023 FLEET STORAGE FOR SPACE C-38	428.57
					Total :	**1,325.57**
217321	10/19/2023	001005 PEOPLEREADY INC	28379250		CONTRACTUAL SVC - FALL FAMILY FUN FAIR	248.00
					Total :	**248.00**
217322	10/19/2023	001464 PVP COMMUNICATIONS	92123	0000505	REPLACEMENT HELMET FOR SHERIFF MOTORCYCL	1,923.08
					Total :	**1,923.08**
217323	10/19/2023	000461 QUALITY CODE PUBLISHING LLC	GC0012055		SUPPLEMENT SVC TO MUNICIPAL CODE	3,080.00
					Total :	**3,080.00**
217324	10/19/2023	001918 REGIONAL GOVERNMENT SERVICES, AL	15775	0000445	PERFORM VARIOUS ADMINISTRATIVE PROJECTS	913.50
					Total :	**913.50**
217325	10/19/2023	000606 RING CENTRAL	CD_000679896		NEW DIGITAL LINE & MOBILE USER	25.35
					Total :	**25.35**
217326	10/19/2023	002070 RIOS, ALICIA	71023		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	7,891.33
					Total :	**7,891.33**
217327	10/19/2023	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICI	102023		SCFA ANIMAL SHELTER - FY 23/24 DEBT SVC	62,415.00
			2024/02WIL		ANIMAL SHELTER/OPERATIONS 2ND QUARTER, O	76,800.00
					Total :	**139,215.00**
217328	10/19/2023	001298 SAFEGUARD BY FONTIS	VINV43804	0000493	RECEIPTS BOOKS (40)	677.93

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
217328	10/19/2023	001298	001298 SAFEGUARD BY FONTIS	(Continued)		**Total :**	**677.93**
217329	10/19/2023	000790	SPARKLETTS	101423		CITY HALL DRINKING WATER THROUGH 10/14/2	297.64
						Total :	**297.64**
217330	10/19/2023	001912	STRADLING YOCCA CARLSON &, RAUTH	401322		FOR PROFESSIONAL SERVICES RENDERED THROU	12,769.38
						Total :	**12,769.38**
217331	10/19/2023	001258	SUNBELT RENTALS, INC.	144023662-0001		EQUIPMENT RENTAL	541.36
				144644851-0001		EQUIPMENT RENTAL	312.12
						Total :	**853.48**
217332	10/19/2023	001090	T-MOBILE USA INC	9546366638		CASE INVESTIGATION WI231640054	100.00
				9546477651		CASE INVESTIGATION WI232460031	100.00
				9547997663		CASE INVESTIGATION WI232760026	100.00
						Total :	**300.00**
217333	10/19/2023	000219	WESTERN FIRE CO., INC.	59567A		FIRE EXTINGUISHER SERVICE - MARNA O'BRIE	64.85
						Total :	**64.85**

32 Vouchers for bank code : wf **Bank total :** **271,080.21**

32 Vouchers in this report **Total vouchers :** **271,080.21**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217337	10/26/2023	001450 FRANCHISE TAX BOARD	102623		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**

1 Vouchers for bank code : wf **Bank total :** **50.00**

1 Vouchers in this report **Total vouchers :** **50.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217338	10/31/2023	001602 SMITH RANCH SELF STORAGE	7600	0000497	RV026,RV029,RV030 RENT 11/01-11/30	609.00
					Total :	**609.00**

1 Vouchers for bank code : wf **Bank total :** **609.00**

1 Vouchers in this report **Total vouchers :** **609.00**

City of Wildomar
Wire Transfer Register
10/31/2023

ACH Date	Payee	Description		Amount
10/6/2023	Wex Inc.	Vehicle Fuel Purchase	$	496.88
10/10/2023	Golden State Escrow	Right of Way	$	31,116.00
10/17/2023	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$	23,039.56
10/20/2023	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$	5,645.98
10/30/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	$	175.88
10/30/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	$	500.88
		TOTAL	$	60,975.18

City of Wildomar
Payroll Warrant Register
11/1/2023

ACH Date	Payee	Description		Amount
10/12/2023	Heartland Payroll	09/23/2023-10/06/2023	$	104,181.50
10/26/2023	Heartland Payroll	10/07/2023-10/20/2023	$	105,685.15
11/1/2023	Heartland Payroll	10/1/2023-10/31/2023	$	1,608.85
		TOTAL	**$**	**211,475.50**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: November 8, 2023

SUBJECT: September 2023 City Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Approve the Treasurer's Report for September 2023.

SUMMARY:
September 2023 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of September 2023. 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. This will increase the returns on the City investments above the normal CAMP pool rate.

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

ACCOUNT CODE:
100-1012
100-1011
110-1011
115-1011
120-1011
212-1011
300-1011
301-1011

440-1011
461-1011

ATTACHMENTS:
September 2023 Treasurers Report

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

September 2023

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 9,048,149.89	$ 2,592,542.33	(2,615,104.33)	$ 9,025,587.89	5.220%
		TOTAL	$ 9,048,149.89	$ 2,592,542.33	$ (2,615,104.33)	$ 9,025,587.89	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 4,852,607.19	$ 4,852,607.19	$ 4,852,607.19	14.41%	0	3.534%
Various	CAMP POOL	$ 11,711,602.28	$ 11,711,602.28	$ 11,711,602.28	34.78%	0	5.550%
Various	CAMP MANAGED ACCOUNT	$ 17,267,938.90	$ 17,267,938.90	$ 17,110,024.27	50.81%	763	Variable
	TOTAL	$ 33,832,148.37	$ 33,832,148.37	$ 33,674,233.74	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 42,857,736.26

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 4,852,607.19	$ 0.00	$ 0.00	$ 0.00	$ 4,852,607.19	3.534%
100	General	CAMP POOL	$ 3,264,319.51	$ 0.00	$ 14,885.39	$ 0.00	$ 3,279,204.90	5.550%
115	ARPA	CAMP POOL	$ 6,962,418.88	$ 0.00	$ 31,748.82	$ 0.00	$ 6,994,167.70	5.550%
461	DIF Park Imp	CAMP POOL	$ 1,024,263.43	$ 0.00	$ 4,670.67	$ 0.00	$ 1,028,934.10	5.550%
301	ENDWMNT	CAMP POOL	$ 407,437.65	$ 0.00	$ 1,857.93	$ 0.00	$ 409,295.58	5.550%
100	General	CAMP MANAGED ACCOUNT	$ 6,032,154.38	$ 0.00	$ 4,073.51	$ 0.00	$ 6,036,227.89	Variable
110	DEVAG	CAMP MANAGED ACCOUNT	$ 490,732.34	$ 0.00	$ 330.85	$ 0.00	$ 491,063.19	Variable
120	AA	CAMP MANAGED ACCOUNT	$ 6,133,729.64	$ 0.00	$ 4,135.36	$ 0.00	$ 6,137,865.00	Variable
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,016,754.77	$ 0.00	$ 685.49	$ 0.00	$ 1,017,440.26	Variable
300	CEM	CAMP MANAGED ACCOUNT	$ 1,016,754.77	$ 0.00	$ 685.49	$ 0.00	$ 1,017,440.26	Variable
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,566,172.18	$ 0.00	$ 1,730.11	$ 0.00	$ 2,567,902.29	Variable
		TOTAL	$ 33,767,344.75	$ 0.00	$ 64,803.62	$ 0.00	$ 33,832,148.37	

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

10/19/2023
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: November 8, 2023

SUBJECT: Tri-Party Consultant Service Agreement for the Largo Industrial Project Mitigated Negative Declaration (PA 23-0118)

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
1. Authorize the City Manager to execute a Tri-Party Consultant Services Agreement (Attachment A) between the City of Wildomar, Largo Concrete, Inc. and PlaceWorks, Inc. for the preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project; and

2. Authorize the City Manager to execute a Consultant Services Agreement/Contract between the City of Wildomar and PlaceWorks, Inc. for preparation of a Mitigated Negative Declaration for the Largo Concrete Industrial project.

BACKGROUND:
The Planning Department received the proposed Largo Industrial development project application (PA 23-0100) from Largo Concrete, Inc. on September 15, 2023. The project is located on the east side of Mission Trail about 200 feet south of Bundy Canyon Road (adjacent to the approved Wildomar Shooting Range site) in the M-SC zone. Development of the project will require approval of the following applications by the Planning Commission at a noticed public hearing.

1. CEQA/IS/MND: In accordance with CEQA Guidelines Section 15070, the proposed mixed-use project will require the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP).
2. Parcel Merger (PM): The proposed manufacturing use is located on two (2) parcels which the applicant intends to merge into one (1) parcel. The Parcel Merger is an Administrative Approval overseen by the Engineering division.
3. Plot Plan (PP): The proposed project requires a Plot Plan to construct a 73,868 square-foot industrial building (with outdoor storage) on an 8.5-acre site (APN: 367-020-039 & -

040) to establish an assembly and manufacturing business. Development of the project will include on-site and off-site improvements The project is must be consistent with the city's commercial design standards and guidelines.

DISCUSSION:

Based on review of the proposed development applications, and in accordance with Section 15070 of the California Environmental Quality Act (CEQA), the Planning Department has determined that the proposed development project will require the preparation and processing of an Initial Study/Mitigated Negative Declaration (IS/MND). Once the determination was made that an MND was needed, staff asked our on-call CEQA consultant (PlaceWorks) to submit a Scope of Work and Budget to prepare the IS/MND.

The scope and budget were sent to the Applicant (Largo Concrete, Inc.- Ken Long) for review. Based on this step, the Applicant has agreed to move forward with the MND and accompanying technical studies. This action now requires Council approval of a Tri-Party agreement between the City of Wildomar, Largo Concrete, Inc. and PlaceWorks, Inc. The MND contract agreement for PlaceWorks, Inc. is proposed for a total compensation of a "not-to-exceed" amount of $77,852. With the City's standard administrative MND charge of $8,500 and City Attorney costs of $10,000, the total cost to prepare the MND is $96,352 which will be paid by the Applicant.

In accordance with the provisions of the agreement, the Applicant is required to deposit 50% of the total MND cost ($48,176) within ten (10) business days after the effective date of the agreement. This will allow Staff and PlaceWorks to begin work on the MND and initiate AB 52 tribal consultation. the Applicant is then required to pay the remaining 50% ($48,176) within thirty (30) business days after the effective date. The estimated time frame to prepare and process the MND is approximately six (6) months, not including public hearings before the Planning Commission.

FISCAL IMPACT:

All costs associated with the preparation and processing of the MND is the sole responsibility of the Applicant; thus, there is no fiscal impact to the City's General Fund.

ATTACHMENTS:

Attach A-MND-Tri Agreement [11-8-23].pdf

CEQA DOCUMENT PREPARATION AND DEPOSIT CONTRACT

This CEQA Document Preparation and Deposit Contract ("Contract") is made and entered into as of **November 8, 2023**, by and among the City of Wildomar, a California municipal corporation, ("City"), Largo Concrete, Inc., ("Applicant"), and PlaceWorks, Inc. ("Consultant"). Hereafter, City, Applicant and Consultant may be collectively referred to as the "Parties."

RECITALS

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

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

C. City is the lead agency under CEQA for the Project. Based on its preliminary review and consultation with Applicant, City has determined that a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) ("CEQA Document") is required for the Project to adequately assess its potentially significant impacts. Pursuant to Public Resources Code § 21080.1(a) City's determination that this particular CEQA Document required for the Project is final and conclusive.

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

E. Applicant and Consultant acknowledge that as the lead agency, City is responsible for complying with CEQA and the State CEQA Guidelines ("CEQA Guidelines") [14 Cal. Code Regs. § 15000 et seq], that the City is responsible for the adequacy of its environmental documents, that the City cannot rely on comments from other public agencies or private citizens as a substitute for work CEQA requires, and that this particular CEQA Document must reflect the independent judgment of the City. Applicant and Consultant further acknowledge that as a result of these responsibilities, the CEQA Document is to be prepared and completed to reflect City's independent judgment, to comply with CEQA and the CEQA Guidelines, and to comport with all applicable professional standards.

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

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

H. Based on the foregoing Recitals, Applicant, City, and Consultant now desire to enter into this Contract for the preparation of the CEQA Document determined to be necessary for the Project.

OPERATIVE PROVISIONS

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

Article 1.0 Applicants Obligations

1.1 CEQA Document Costs. Applicant shall pay all costs incurred for the preparation and completion of the CEQA Document.

1.2 Consultant Charges. The consultant's estimated charge for services and reimbursable expenses for preparation and completion of the CEQA Document, pursuant to that Consultant Services Agreement between Consultant and City, a copy of which is attached hereto as Exhibit C are $77,852.

1.3 City Charges. The city's estimated administrative charge, including work by the City Attorney, for review and processing of the CEQA Document is $18,500.

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

1.4.1 Initial Deposit. Within ten (10) business days after the Effective Date of this Contract, the Applicant shall deposit $47,676 with the City, being an amount equal to one half (1/2) of the Total Estimated Cost. Within thirty (30) business days after the Effective Date of this Contract, the Applicant shall deposit with the City the remaining balance of the Total Estimated Cost, which is $47,676.

1.4.2 Subsequent Deposits. The applicant shall be responsible for making subsequent deposits with the City if necessary. At such time as the Initial Deposit is reduced to either ten percent (10%) of its original amount or $5,000, whichever is greater,

City shall invoice the Applicant for a subsequent deposit in an amount determined to be sufficient by the City to complete the next logical phase of work on the CEQA Document. Applicant shall deposit the invoiced amount with City within ten (10) business days after receipt of such invoice.

1.4.3 Return of Excess Deposits. Any excess of the amount deposited over the actual cost incurred by City in connection with preparation of the CEQA Document shall be refunded by City to Applicant within 15 days from the date a Notice of Determination in connection with the subject proposed Project is filed with the County Clerk.

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

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

1.6 Representations. Applicant understands and acknowledges that, although City shall use reasonable efforts to see that the CEQA Document is completed in compliance with the requirements of CEQA and the State CEQA Guidelines, City does not guarantee, warranty, or in any way represent that the CEQA Document will or would be found legally valid by a court of competent jurisdiction in the event of a legal challenge to the CEQA Document by any litigant, and no term of this Contract is intended to be, or shall be, construed to express or imply such guarantee, warranty, or representation. Applicant further understands and acknowledges that neither City's receipt of the amounts specified under this Contract from Applicant, nor any other term of this Contract, is intended to be, or shall be, construed to express or imply that City agrees or intends to assume or reimburse the cost of attorney's fees, or any other cost, expense or obligation, that would be incurred in undertaking, in whole or in part, the legal defense to any lawsuit or other legal action challenging the validity of the CEQA Document by any litigant.

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

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

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

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

Article 2.0 Consultants Obligations

2.1 Preparation of CEQA Document. Consultant shall prepare the CEQA Document identified in Recital C of this Contract (i.e., Mitigated Negative Declaration), including the Final MND/Response to Comments document.

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

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

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

Article 3.0 City Obligations

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

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

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

Article 4.0 Indemnity

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

Article 5.0 General Provisions.

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

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

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

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

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

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

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

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

"CITY"

City of Wildomar

By:

_____

Daniel York, City Manager

"APPLICANT"

Largo Concrete, Inc.

By:

Ken Long

Ken Long, President

CONSULTANT"

PlaceWorks, Inc.

By:



Brian Judd, CEO

ATTEST:

Janet Morales, CMC
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

EXHIBIT "A"

Project Description

The applicant is proposing to construct a 73,868 square-foot industrial building to be used for assembly of prefab concrete walls and other fixtures. The project also includes a 7,176 square-foot two-story ancillary office and exterior yard area enclosed by an 8-foot-high screen wall. The landscape area around the parking area is 51.5% which is 41.5% greater than the required 10% landscaping for this area. There is also a 20-foot landscape buffer along the east and south property lines adjacent to the residential area. The exterior building design has been based on the City of Wildomar's Commercial Design Standards and Guidelines emulating the 'Modern Cottage' design theme.

The design has incorporated the following characteristics:

- Varying top of parapet heights
- Undulation of building walls, i.e., plane changes
- Main entry dominance
- Additional building materials (i.e., metal panel accents)
- Additional glazing at entry and along the facades
- 360-degree façade design
- Varying accent paint colors

The design of the office includes:

- Large main lobby/ reception
- Support offices on the 1st and mezzanine levels
- Large lunchroom with adjacent outdoor patio
- Large mezzanine conference room

The design of the warehouse includes:

- Storage of construction hand tools, hardware and materials.
- Repairing and counting of tools and materials.
- Pulling requisitions for field needs.
- Mechanic – repair of small tools & equipment.

The design of the Exterior Yard includes:

- Storage of construction materials: wood, metal and aluminum.
- Load & unload semi-trailers/bobtail trucks with construction materials.

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

1) CEQA IS/MND: In accordance with CEQA Guidelines Section 15070, the proposed mixed-use project will require the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP).

2) Plot Plan (PP): In accordance with Section 17.216 of the WMC, the proposal requires approval of a Plot Plan by the Planning Commission to develop the proposed industrial building consisting of a 73,868 square-foot industrial building to be used for assembly of prefab concrete walls and other fixtures, and a 7,176 square-foot two-story ancillary office and exterior yard area.

3) Parcel Merger: In accordance with Title 16.24.110 (Subdivision Ordinance) of the Wildomar Municipal Code, the proposal requires approval of a parcel merger (administrative review and approval) to merge 2 parcels into one to accommodate the propped project.

Aerial Photo and Project Exhibits



Mission Trail View



View of Southern Edge of Building



EXHIBIT “B”

Tri-Party Contract for Consultant Services
PlaceWorks, Inc. Scope of Work

October 10, 2023

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

Subject: MND Proposal for the Largo Concrete Manufacturing Project (PA 23-0100)

Dear Mr. Bassi:

Thank you for this opportunity to provide our scope and cost to prepare environmental documentation for the proposed Largo Concrete Manufacturing Project consisting of a Parcel Merger and Plot Plan. We have based this scope and cost on the following technical studies:

- Wildomar Contractor's Yard Air Quality, Greenhouse Gas, and Energy Assessment, Urban Crossroads, June 22, 2023
- Western Riverside County Multiple Species Habitat Conservation Plan Consistency Analysis Report for the LCI Properties Wildomar Project, Harmsworth Associates, June 2023
- Burrowing Owl Survey Report for the LCI Properties Wildomar Project, Harmsworth Associates, June 2023
- Phase I Cultural Resources Assessment, BCR Consulting, LLC, June 22, 2023
- Geotechnical Investigation Proposed Largo Concrete Wildomar Plant, Geotechnical Professionals, Inc., March 24, 2023
- Phase I Environmental Site Assessment, AEI Consultants, July 28, 2022
- Preliminary Hydrology and Hydraulics Design of RCP Storm Drain Pipes, Risha Engineering, July 24, 2023
- Preliminary Project-Specific Water Management Plan, Risha Engineering, July 24, 2023
- Contractors Yard – Noise Impact Analysis, Urban Crossroads, May 24, 2023
- Wildomar Contractor's Yard Trip Generation Assessment, Urban Crossroads, December 22, 2022
- Contractors Yard Vehicle Miles Traveled (VMT) Screening Evaluation, Urban Crossroads, December 22, 2022

Our preliminary review of the studies that have been submitted suggests that they support preparation of an initial study followed by a mitigated negative declaration (IS/MND). However, if the technical studies do not result in less than significant impacts (with or without mitigation measures), then an Environmental Impact Report would be prepared. In that event, the IS/MND would be used to scope out issues in the Notice of Preparation for an Environmental Impact Report,

if needed. This scope and budget do not account for the preparation of an Environmental Impact Report; the scope and budget would be revised accordingly.

Project Understanding

The proposed project would develop an industrial building which would be 73,868 square feet with a total of 7,176 square feet of two-story ancillary office. The remainder of the building would be a single-story warehouse use with an exterior yard area, enclosed by an 8-foot-high screen wall. The project site is at the southern corner of Bundy Canyon Road and Mission Trail (Assessor Parcel Numbers [APNs] 367-020-039 and – 040).

Scope for CEQA Compliance

TASK 1 – PROJECT INITIATION

Research and Investigation

PlaceWorks will obtain all project data and information to date from federal, state, and local agencies that may be affected by the project to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps, and reference documents. The PlaceWorks team will evaluate the necessary information with respect to the proposed project and identify any data gaps.

PlaceWorks will contact the Tribes on file with the City for compliance with AB 52. The contact will be using letters prepared for the Director's signature on City letterhead. Consultation, if required, is usually conducted by conference call therefore an in-person meeting is not scoped or budgeted. As the project does not require a general plan amendment tribal consultation pursuant SB 18 is not required.

TASK 2 – TECHNICAL STUDY PEER REVIEW

PlaceWorks will conduct a review of the technical reports prepared for the project. We will review each study to determine whether it addresses the applicable CEQA checklist questions and ensure that conclusions are based on the appropriate level of analysis, findings are adequately substantiated, and mitigation is adequate and CEQA compliant. This level of review does not involve modeling to replicate results and assumes that we can rely on engineering review of the traffic analysis, storm drainage, and similar engineering-based reports. Review comments will be provided to the City and applicant, and our cost estimate is based on a maximum of one round of comments/review for the technical review comments. Additional fee may be requested if additional reviews are required.

Air Quality, Greenhouse Gas Emissions, & Energy

Nicole Vermilion, Principal, Air Quality, GHG, & Noise Services, will conduct a review of the air quality and GHG modeling and analysis. Nicole is up to date on the latest threshold methodology and case law for GHG emissions and has completed numerous GHG emissions analyses for CEQA projects. In addition, she is a member of the Association of Environmental Professional's Climate

Change Committee and actively involved in development of GHG emissions thresholds approaches for development projects, and most recently, participated in the development of a white paper on establishing GHG reduction targets and thresholds for post-2020 GHG emissions analyses. The review of the GHG analysis will confirm the appropriate use of accepted thresholds of significance considering *the Center for Biological Diversity v. California Department of Fish and Wildlife (Newhall Ranch)*, and *Golden Door Properties, LLC v. County of San Diego/Sierra Club, LLC v. County of San Diego (2018) 27 Cal.App.5th 892.* PlaceWorks will review that the technical modeling assumptions for construction and operational activities were conducted in accordance with the South Coast AQMD methodology, include an internal consistency evaluation of the modeling assumptions with the project description and traffic report, and evaluate recommended measures to reduce significant impacts of the project (if needed). PlaceWorks will summarize the findings in a memorandum. This scope of work assumes no more than one round of peer review and comment.

Biological Resources

ECORP will conduct a peer review of the 2023 Burrowing Owl Survey Report and the Western Riverside MSHCP Consistency Analysis Report prepared by Harmsworth Associates. The reports will be evaluated to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses will be determined and, if applicable, noted in the review but will not be conducted by ECORP under this scope of work. Conclusions, impacts, significance thresholds, recommendations, and mitigation measures will be reviewed for technical requirements and content, and a determination will be made as to whether they are in conformance with all the California Environmental Quality Act (CEQA) and Multiple Species Habitat Conservation Plan (MSHCP) guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will also be reviewed.

ECORP will prepare a consolidated set of comments in a comment table indicating the page number, text, and our comment regarding any necessary revisions to the document. Providing comments in a table format will expedite Harmsworth ability to easily review and address ECORP comments regarding the documents. We anticipate that Harmsworth responds to comments in the table indicating the page number and/or section where each comment was addressed in the document.

Noise

Tony Chung, Associate Principal – Noise and Vibration, will conduct a third-party technical review of the noise technical study and associated modeling prepared for the proposed project. The review will confirm the use of accepted thresholds of significance, confirm that the technical modeling assumptions for construction and operational activities were conducted in accordance with industry standards and best practices evaluate internal consistency between the modeling assumptions and the project description and traffic report, and review recommended measures to reduce significant impacts of the project (if necessary). PlaceWorks will summarize the findings of the third-party technical evaluation in a memorandum. The technical analysis for noise is assumed to be complete and contain all information necessary to adequately evaluate impacts

associated with the proposed project. This scope of work assumes one (1) round of peer review and comment.

Deliverable(s):

- CEQA adequacy review technical memorandum to be provided for AQ/GHG/EN, Biological Resources, and Noise

TASK 3 – ADMINISTRATIVE DRAFT IS/MND

PlaceWorks will prepare an Initial Study with the latest CEQA Appendix G checklist that will include a description of the proposed project and detailed analysis of each of the project phases and their respective impacts on the below environmental areas:

Aesthetics	Hazards and Hazardous Materials	Transportation
Agriculture and Forestry Resources	Hydrology/Water Quality	Tribal Cultural Resources
Air Quality	Land Use and Planning	Utilities and Service Systems
Biological Resources	Mineral Resources	Wildfire
Cultural Resources	Noise	Mandatory Findings of Significance
Energy	Population and Housing	
Geology and Soils	Public Services	
Greenhouse Gas Emissions	Recreation	

The IS/MND will include detailed explanations of all CEQA checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Sections 15063, 15070 and 15072 of the CEQA Guidelines. The IS/MND will identify and discuss the project location, environmental setting, existing uses onsite and in the vicinity, a project description, relevant background/history information, and previous environmental documentation, as applicable.

The IS/MND will be prepared utilizing the City's preferred format. A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS/MND will identify and evaluate the following: (1) potentially significant impacts; (2) potentially significant impacts unless mitigated; (3) less than significant impacts; and (4) issues resulting in no impacts. The IS will consider relevant direct, indirect, and cumulative impacts. Findings will be clearly substantiated for each checklist question to explain the basis for the assessment of No Impact, Less Than Significant Impact, Less Than Significant with Mitigation Incorporated, or Potentially Significant Impact. The IS/MND will identify mitigation measures, where applicable, to reduce impacts to less than significant, as well as identify conditions that future development applications would have to comply with per the City's direction.

The analysis will be based on available literature, including but not limited to the City's General Plan and Municipal Code; consultation with local public service and utility providers; and technical analyses listed above. PlaceWorks will submit the first screen check draft IS/MND to the City for review and comment. PlaceWorks will respond to the first screen check draft of the City and applicant.

TASK 4 – PUBLIC DRAFT IS/MND

PlaceWorks will revise the screen check draft IS/MND and prepare the Public Review Draft IS/MND and will submit a "proof" draft to the City for approval prior to release for the 30-day public review period. This task includes preparation of the Notice of Availability (NOA) for Public Review. PlaceWorks will prepare and submit the NOC to the State Clearinghouse and the NOA to the City for proper noticing and distribution. In addition, PlaceWorks will draft an Agency Letter, similar in text to the NOA, and email the information to allow agencies to download the project information from the City's website. The state requires that all submittals to the Office of Planning and Research (OPR) to be electronic. PlaceWorks will prepare all submittals for upload to the state site and will print 5 copies of the IS/MND.

TASK 5 – RESPONSE TO COMMENTS, MMRP & NOD

Upon completion of the public review period, PlaceWorks will provide written responses to written comments received on the Draft IS/MND during the public review period. Following City review of the Responses to Comments, PlaceWorks will make final revisions based on one round of City comments. The estimate of the level of effort in responding to comments is based on a low level of public controversy.

PlaceWorks will respond to one round of comments from the City and will revise the responses prepared as needed. PlaceWorks will make final revisions to the response to comments and IS/MND, as appropriate. PlaceWorks will prepare a "proof" Final IS/MND for approval by the City. The Final IS/MND will include the responses to comments, any text changes to the IS/MND shown in strikeout/underline format, and the Mitigation Monitoring and Reporting Program (MMRP).

Mitigation Monitoring and Reporting Program

A MMRP will be developed by PlaceWorks for all mitigation measures identified because of significant project impacts. The MMRP will include a framework to implement the monitoring program including monitoring qualifications, specific monitoring activities, timing of monitoring activities, and a reporting system. The MMRP will be prepared for inclusion in the staff report as required by the City.

Notice of Determination

PlaceWorks will prepare a Notice of Determination (NOD) for the project, based on the findings of the Initial Study/Mitigated Negative Declaration. PlaceWorks assumes the City will file the NOD with the County Clerk within 5 days of project approval and adoption of the MND. PlaceWorks also assumes the City, or the applicant will be responsible for all filing fees.

TASK 6 – PROJECT MEETINGS AND PUBLIC HEARINGS

Project meetings and hearings include, but are not limited to, the following:

» Conference Call Meeting with City staff to review comments on Administrative Draft Initial Study #1

» Meeting with City staff to responses to comments
» AB 52 Consultation Calls (Typically two Tribes)
» Planning Commission Hearing
» City Council Hearing

Additional meeting attendance by PlaceWorks will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

TASK 7 – PROJECT MANAGEMENT AND COORDINATION

PlaceWorks' project manager will coordinate closely with the City, public agencies, and the project team to ensure that the CEQA documents are legally defensible, accurate, and useful tools for decision makers when considering the approval of the project. The project manager will be the key contact for the City and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local, state, and federal agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the environmental documents; (4) ensuring that the environmental review process satisfies the statutes and guidelines of CEQA and the City's CEQA procedures; and (5) representing the consultant team in public meetings and project progress meetings if requested by the City.

If the schedule is extended beyond the anticipated schedule for reasons beyond the control of PlaceWorks, additional time for ongoing project management would be incurred, and an adjustment to our cost estimate may be required.

Proposed Schedule

Table 1, *Proposed Schedule,* provides a breakdown of the CEQA schedule. Note that the timeline does not include time for applicant or City review and revision. The CEQA schedule would begin once PlaceWorks receives the notice to proceed.

Table 1. Proposed CEQA Schedule

TASK	APPROX. DURATION WEEKS
Task 1 – Project Initiation & AB 52	3
Task 2 – Technical Study Peer Review	4
Task 3 – Admin Draft IS/MND	6
Task 4 – Public Review Draft & Distribution	6
Task 5 – Response to Comments, MMRP & NOD	4
Task 6 – Project Meetings and Public Hearings	Ongoing
Task 7 – Project Management and Coordination	Ongoing
Approximate Total Time from Authorized Start Date	23 [b]

[a] prepared concurrent with other tasks and does not affect schedule.

[b] does not include review time by City or Applicant

Cost Estimate

The proposed fee assumes the preparation of one Initial Study to support either a Negative Declaration or Mitigated Negative Declaration for the project. PlaceWorks projects a cost to not exceed $77,852 (see Table 2, *Proposed Fee*). As previously mentioned, we are willing to refine our scope of work and associated cost estimates to best meet the City's needs.

Table 2. Proposed Fee

TASK	COST
Task 1 – Project Initiation & AB 52	$1,627
Task 2 - Technical Study Peer Review	$8,809
Ecorp – Biology Subconsultant for Biological Resources Document Review	*$3,311*
Task 3 – Admin Draft IS/MND	$34,252
Task 4 – Public Draft IS/MND & Distribution	$6,742
Task 5. – Response to Comments, MMRP & NOD	$11,750
Task 6. - Project Meetings and Public Hearings	$5,202
Task 7 – Project Management & Coordination	$8,670
Subtotal: Labor	**$77,052**
REIMBURSABLES (COPIES & MAILING ONLY)	
Misc. Printing, Postage, Deliveries, Mileage	$800
Subtotal: Reimbursables	$800
GRAND TOTAL	**$77,852**

Table 2. Proposed Fee

TASK	COST
Note: Budget does not include filing the NOD or the $2,814 fee for filing the NOD (County administration fee $50 + $2,764 2023 CDFW fee). Printing, postage, delivery, and mileage costs are estimates and will be charged at actual cost.	

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me at 858.776.554.

Thank you for the opportunity to propose on this project.

Respectfully submitted,

PLACEWORKS

Mark Teague, AICP
Principal

EXHIBIT “C”

Consultant Services Agreement between

PlaceWorks, Inc. and the City

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

PLACEWORKS, INC.

a California Corporation

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

This Agreement for Services ("Agreement") is entered into as of this 8th day of November, 2023 by and between the City of Wildomar, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought from its established on-call CEQA Service Provider, PlaceWorks, Inc., a Scope of Services and Budget to prepare a Mitigated Negative Declaration (MND) for the Largo Manufacturing Project (PA 23-0100) the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for the timeframe outlined in the Scope of Services (Exhibit A) or until the IS/MND is adopted by the Planning Commission.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed seventy-seven thousand, eight hundred and fifty two dollars ($77,852), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

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

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

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

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

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

SECTION 16. INDEMNIFICATION.

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

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

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

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

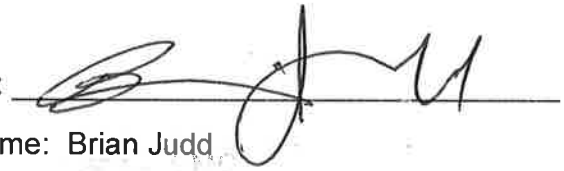
ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

"SERVICE PROVIDER"
PLACEWORKS, INC.

By: 

Name: Brian Judd

Its (Title): CEO

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

ACKNOWLEDGMENT

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

State of California
County of Orange)

On October 30, 2023 before me, Jennifer Martinez, Notary Public
(insert name and title of the officer)

personally appeared Brian Judd,
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 Jennifer Martinez (Seal)

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

EXHIBIT "A" - SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

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

A. Refer to Attached Scope of Services
B. Refer to Attached Scope of Services
C. Refer to Attached Scope of Services
D. Refer to Attached Scope of Services

EXHIBIT "B"

COMPENSATION

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

A. Refer to Scope of Services for Budget/Compensation

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

III. The total compensation for the Services shall not exceed $77,852, as provided in Section 4 “Compensation and Method of Payment” of this Agreement.

October 10, 2023

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

Subject: MND Proposal for the Largo Concrete Manufacturing Project (PA 23-0100)

Dear Mr. Bassi:

Thank you for this opportunity to provide our scope and cost to prepare environmental documentation for the proposed Largo Concrete Manufacturing Project consisting of a Parcel Merger and Plot Plan. We have based this scope and cost on the following technical studies:

- Wildomar Contractor's Yard Air Quality, Greenhouse Gas, and Energy Assessment, Urban Crossroads, June 22, 2023
- Western Riverside County Multiple Species Habitat Conservation Plan Consistency Analysis Report for the LCI Properties Wildomar Project, Harmsworth Associates, June 2023
- Burrowing Owl Survey Report for the LCI Properties Wildomar Project, Harmsworth Associates, June 2023
- Phase I Cultural Resources Assessment, BCR Consulting, LLC, June 22, 2023
- Geotechnical Investigation Proposed Largo Concrete Wildomar Plant, Geotechnical Professionals, Inc., March 24, 2023
- Phase I Environmental Site Assessment, AEI Consultants, July 28, 2022
- Preliminary Hydrology and Hydraulics Design of RCP Storm Drain Pipes, Risha Engineering, July 24, 2023
- Preliminary Project-Specific Water Management Plan, Risha Engineering, July 24, 2023
- Contractors Yard – Noise Impact Analysis, Urban Crossroads, May 24, 2023
- Wildomar Contractor's Yard Trip Generation Assessment, Urban Crossroads, December 22, 2022
- Contractors Yard Vehicle Miles Traveled (VMT) Screening Evaluation, Urban Crossroads, December 22, 2022

Our preliminary review of the studies that have been submitted suggests that they support preparation of an initial study followed by a mitigated negative declaration (IS/MND). However, if the technical studies do not result in less than significant impacts (with or without mitigation measures), then an Environmental Impact Report would be prepared. In that event, the IS/MND would be used to scope out issues in the Notice of Preparation for an Environmental Impact Report,

if needed. This scope and budget do not account for the preparation of an Environmental Impact Report; the scope and budget would be revised accordingly.

Project Understanding

The proposed project would develop an industrial building which would be 73,868 square feet with a total of 7,176 square feet of two-story ancillary office. The remainder of the building would be a single-story warehouse use with an exterior yard area, enclosed by an 8-foot-high screen wall. The project site is at the southern corner of Bundy Canyon Road and Mission Trail (Assessor Parcel Numbers [APNs] 367-020-039 and – 040).

Scope for CEQA Compliance

TASK 1 – PROJECT INITIATION

Research and Investigation

PlaceWorks will obtain all project data and information to date from federal, state, and local agencies that may be affected by the project to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps, and reference documents. The PlaceWorks team will evaluate the necessary information with respect to the proposed project and identify any data gaps.

PlaceWorks will contact the Tribes on file with the City for compliance with AB 52. The contact will be using letters prepared for the Director's signature on City letterhead. Consultation, if required, is usually conducted by conference call therefore an in-person meeting is not scoped or budgeted. As the project does not require a general plan amendment tribal consultation pursuant SB 18 is not required.

TASK 2 – TECHNICAL STUDY PEER REVIEW

PlaceWorks will conduct a review of the technical reports prepared for the project. We will review each study to determine whether it addresses the applicable CEQA checklist questions and ensure that conclusions are based on the appropriate level of analysis, findings are adequately substantiated, and mitigation is adequate and CEQA compliant. This level of review does not involve modeling to replicate results and assumes that we can rely on engineering review of the traffic analysis, storm drainage, and similar engineering-based reports. Review comments will be provided to the City and applicant, and our cost estimate is based on a maximum of one round of comments/review for the technical review comments. Additional fee may be requested if additional reviews are required.

Air Quality, Greenhouse Gas Emissions, & Energy

Nicole Vermilion, Principal, Air Quality, GHG, & Noise Services, will conduct a review of the air quality and GHG modeling and analysis. Nicole is up to date on the latest threshold methodology and case law for GHG emissions and has completed numerous GHG emissions analyses for CEQA projects. In addition, she is a member of the Association of Environmental Professional's Climate

Change Committee and actively involved in development of GHG emissions thresholds approaches for development projects, and most recently, participated in the development of a white paper on establishing GHG reduction targets and thresholds for post-2020 GHG emissions analyses. The review of the GHG analysis will confirm the appropriate use of accepted thresholds of significance considering *the Center for Biological Diversity v. California Department of Fish and Wildlife (Newhall Ranch)*, and *Golden Door Properties, LLC v. County of San Diego/Sierra Club, LLC v. County of San Diego (2018) 27 Cal.App.5th 892.* PlaceWorks will review that the technical modeling assumptions for construction and operational activities were conducted in accordance with the South Coast AQMD methodology, include an internal consistency evaluation of the modeling assumptions with the project description and traffic report, and evaluate recommended measures to reduce significant impacts of the project (if needed). PlaceWorks will summarize the findings in a memorandum. This scope of work assumes no more than one round of peer review and comment.

Biological Resources

ECORP will conduct a peer review of the 2023 Burrowing Owl Survey Report and the Western Riverside MSHCP Consistency Analysis Report prepared by Harmsworth Associates. The reports will be evaluated to determine if appropriate standard methods and applicable agency protocols were used to complete the studies. Requirements for additional studies or analyses will be determined and, if applicable, noted in the review but will not be conducted by ECORP under this scope of work. Conclusions, impacts, significance thresholds, recommendations, and mitigation measures will be reviewed for technical requirements and content, and a determination will be made as to whether they are in conformance with all the California Environmental Quality Act (CEQA) and Multiple Species Habitat Conservation Plan (MSHCP) guidelines. Any identified mitigation measures recommended to avoid potential impacts or reduce them to a less than significant level will also be reviewed.

ECORP will prepare a consolidated set of comments in a comment table indicating the page number, text, and our comment regarding any necessary revisions to the document. Providing comments in a table format will expedite Harmsworth ability to easily review and address ECORP comments regarding the documents. We anticipate that Harmsworth responds to comments in the table indicating the page number and/or section where each comment was addressed in the document.

Noise

Tony Chung, Associate Principal – Noise and Vibration, will conduct a third-party technical review of the noise technical study and associated modeling prepared for the proposed project. The review will confirm the use of accepted thresholds of significance, confirm that the technical modeling assumptions for construction and operational activities were conducted in accordance with industry standards and best practices evaluate internal consistency between the modeling assumptions and the project description and traffic report, and review recommended measures to reduce significant impacts of the project (if necessary). PlaceWorks will summarize the findings of the third-party technical evaluation in a memorandum. The technical analysis for noise is assumed to be complete and contain all information necessary to adequately evaluate impacts

associated with the proposed project. This scope of work assumes one (1) round of peer review and comment.

Deliverable(s):

- CEQA adequacy review technical memorandum to be provided for AQ/GHG/EN, Biological Resources, and Noise

TASK 3 – ADMINISTRATIVE DRAFT IS/MND

PlaceWorks will prepare an Initial Study with the latest CEQA Appendix G checklist that will include a description of the proposed project and detailed analysis of each of the project phases and their respective impacts on the below environmental areas:

Aesthetics	Hazards and Hazardous Materials	Transportation
Agriculture and Forestry Resources	Hydrology/Water Quality	Tribal Cultural Resources
Air Quality	Land Use and Planning	Utilities and Service Systems
Biological Resources	Mineral Resources	Wildfire
Cultural Resources	Noise	Mandatory Findings of Significance
Energy	Population and Housing	
Geology and Soils	Public Services	
Greenhouse Gas Emissions	Recreation	

The IS/MND will include detailed explanations of all CEQA checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Sections 15063, 15070 and 15072 of the CEQA Guidelines. The IS/MND will identify and discuss the project location, environmental setting, existing uses onsite and in the vicinity, a project description, relevant background/history information, and previous environmental documentation, as applicable.

The IS/MND will be prepared utilizing the City's preferred format. A discussion of the existing environmental baseline conditions will be provided for each issue area. The IS/MND will identify and evaluate the following: (1) potentially significant impacts; (2) potentially significant impacts unless mitigated; (3) less than significant impacts; and (4) issues resulting in no impacts. The IS will consider relevant direct, indirect, and cumulative impacts. Findings will be clearly substantiated for each checklist question to explain the basis for the assessment of No Impact, Less Than Significant Impact, Less Than Significant with Mitigation Incorporated, or Potentially Significant Impact. The IS/MND will identify mitigation measures, where applicable, to reduce impacts to less than significant, as well as identify conditions that future development applications would have to comply with per the City's direction.

The analysis will be based on available literature, including but not limited to the City's General Plan and Municipal Code; consultation with local public service and utility providers; and technical analyses listed above. PlaceWorks will submit the first screen check draft IS/MND to the City for review and comment. PlaceWorks will respond to the first screen check draft of the City and applicant.

TASK 4 – PUBLIC DRAFT IS/MND

PlaceWorks will revise the screen check draft IS/MND and prepare the Public Review Draft IS/MND and will submit a "proof" draft to the City for approval prior to release for the 30-day public review period. This task includes preparation of the Notice of Availability (NOA) for Public Review. PlaceWorks will prepare and submit the NOC to the State Clearinghouse and the NOA to the City for proper noticing and distribution. In addition, PlaceWorks will draft an Agency Letter, similar in text to the NOA, and email the information to allow agencies to download the project information from the City's website. The state requires that all submittals to the Office of Planning and Research (OPR) to be electronic. PlaceWorks will prepare all submittals for upload to the state site and will print 5 copies of the IS/MND.

TASK 5 – RESPONSE TO COMMENTS, MMRP & NOD

Upon completion of the public review period, PlaceWorks will provide written responses to written comments received on the Draft IS/MND during the public review period. Following City review of the Responses to Comments, PlaceWorks will make final revisions based on one round of City comments. The estimate of the level of effort in responding to comments is based on a low level of public controversy.

PlaceWorks will respond to one round of comments from the City and will revise the responses prepared as needed. PlaceWorks will make final revisions to the response to comments and IS/MND, as appropriate. PlaceWorks will prepare a "proof" Final IS/MND for approval by the City. The Final IS/MND will include the responses to comments, any text changes to the IS/MND shown in strikeout/underline format, and the Mitigation Monitoring and Reporting Program (MMRP).

Mitigation Monitoring and Reporting Program

A MMRP will be developed by PlaceWorks for all mitigation measures identified because of significant project impacts. The MMRP will include a framework to implement the monitoring program including monitoring qualifications, specific monitoring activities, timing of monitoring activities, and a reporting system. The MMRP will be prepared for inclusion in the staff report as required by the City.

Notice of Determination

PlaceWorks will prepare a Notice of Determination (NOD) for the project, based on the findings of the Initial Study/Mitigated Negative Declaration. PlaceWorks assumes the City will file the NOD with the County Clerk within 5 days of project approval and adoption of the MND. PlaceWorks also assumes the City, or the applicant will be responsible for all filing fees.

TASK 6 – PROJECT MEETINGS AND PUBLIC HEARINGS

Project meetings and hearings include, but are not limited to, the following:

» Conference Call Meeting with City staff to review comments on Administrative Draft Initial Study #1

- Meeting with City staff to responses to comments
- AB 52 Consultation Calls (Typically two Tribes)
- Planning Commission Hearing
- City Council Hearing

Additional meeting attendance by PlaceWorks will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

TASK 7 – PROJECT MANAGEMENT AND COORDINATION

PlaceWorks' project manager will coordinate closely with the City, public agencies, and the project team to ensure that the CEQA documents are legally defensible, accurate, and useful tools for decision makers when considering the approval of the project. The project manager will be the key contact for the City and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local, state, and federal agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the environmental documents; (4) ensuring that the environmental review process satisfies the statutes and guidelines of CEQA and the City's CEQA procedures; and (5) representing the consultant team in public meetings and project progress meetings if requested by the City.

If the schedule is extended beyond the anticipated schedule for reasons beyond the control of PlaceWorks, additional time for ongoing project management would be incurred, and an adjustment to our cost estimate may be required.

Proposed Schedule

Table 1, *Proposed Schedule,* provides a breakdown of the CEQA schedule. Note that the timeline does not include time for applicant or City review and revision. The CEQA schedule would begin once PlaceWorks receives the notice to proceed.

Table 1. Proposed CEQA Schedule

TASK	APPROX. DURATION WEEKS
Task 1 – Project Initiation & AB 52	3
Task 2 – Technical Study Peer Review	4
Task 3 – Admin Draft IS/MND	6
Task 4 – Public Review Draft & Distribution	6
Task 5 – Response to Comments, MMRP & NOD	4
Task 6 – Project Meetings and Public Hearings	Ongoing
Task 7 – Project Management and Coordination	Ongoing
Approximate Total Time from Authorized Start Date	23 [b]

[a] prepared concurrent with other tasks and does not affect schedule.

[b] does not include review time by City or Applicant

Cost Estimate

The proposed fee assumes the preparation of one Initial Study to support either a Negative Declaration or Mitigated Negative Declaration for the project. PlaceWorks projects a cost to not exceed $77,852 (see Table 2, *Proposed Fee*). As previously mentioned, we are willing to refine our scope of work and associated cost estimates to best meet the City's needs.

Table 2. Proposed Fee

TASK	COST
Task 1 – Project Initiation & AB 52	$1,627
Task 2 - Technical Study Peer Review	$8,809
Ecorp – Biology Subconsultant for Biological Resources Document Review	*$3,311*
Task 3 – Admin Draft IS/MND	$34,252
Task 4 – Public Draft IS/MND & Distribution	$6,742
Task 5. – Response to Comments, MMRP & NOD	$11,750
Task 6. - Project Meetings and Public Hearings	$5,202
Task 7 – Project Management & Coordination	$8,670
Subtotal: Labor	**$77,052**
REIMBURSABLES (COPIES & MAILING ONLY)	
Misc. Printing, Postage, Deliveries, Mileage	$800
Subtotal: Reimbursables	$800
GRAND TOTAL	**$77,852**

Table 2. Proposed Fee

TASK	COST
Note: Budget does not include filing the NOD or the $2,814 fee for filing the NOD (County administration fee $50 + $2,764 2023 CDFW fee).	
Printing, postage, delivery, and mileage costs are estimates and will be charged at actual cost.	

Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact me at 858.776.554.

Thank you for the opportunity to propose on this project.

Respectfully submitted,

PLACEWORKS

Mark Teague, AICP
Principal

Exhibit C

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: November 8, 2023

SUBJECT: Fund Balance and Reserve Policy

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A FUND BALANCE AND RESERVE POLICY

SUMMARY:
This item adopts a City of Wildomar Fund Balance and Reserve Policy

BACKGROUND:

The City of Wildomar initially established a Fund Balance policy in 2011 to provide a measure of protection for the City against unforeseen circumstances and to comply with GASB Statement No. 54. At the time, the City committed that 10% of General Fund budgeted expenditures for any given fiscal year be retained as a Reserve for specific uses such as economic uncertainty, declaration of a local, state or federal emergency disaster, or any other emergency expenditures deemed appropriate by City Council. The policy stated that City Council could change the amount of the commitment and/or specific use of reserve funds by majority vote.

The City's current reserves and revenue sources have changed significantly since the adoption of the prior Fund Balance policy. Several years of economic growth and conservative fiscal management, coupled with the passage of Measure AA have allowed the City to establish healthy, stable reserve balances in both the General Fund and Measure AA Fund. It is important to keep the policy updated to deal with the City's current economic and fiscal reality and guard against economic downturns.

DISCUSSION:
On October 11, 2023, the City Council received and provided input on considerations for a new Fund Balance and Reserve policy. Staff recommended and received confirmation that the policy should address both General Fund and Measure AA Reserve Funds separately. This allows Council to delineate more clearly what those funds can be reserved for – Measure AA Reserves will be tied to public safety contract costs and road maintenance projects or for addressing homelessness. The General Fund Reserve will be designated for maintaining operating levels, facilities maintenance, and repairs. 15% of each fund will be set aside as an Economic Stability reserve, available to react to dramatic drops in revenues that are highly sensitive to economic conditions and or to adapt to significant unanticipated expenditures and rate increases. Another 5% of each fund will be set aside in an Extreme Event Reserve to allow the City to respond quickly and decisively to man-made or natural disasters.

City Council may also designate specific fund balance for future capital projects it has determined to be in the best long-term interests of the City, like a second fire station, park enhancements, public safety equipment, and road improvements. At the end of the fiscal year, as part of the ACFR process, staff would determine if there is a positive net change in fund balance – or a surplus of revenues over expenditures.

Staff would present any prior year surplus to Council to assign a purpose for those funds, whether it be to enlarge the reserve for economic uncertainty, or to assign those funds to a specific project like opening a new park, securing property for new parks or fire stations. These purposes will be established at the time that the surplus is taken to City Council based on where the surplus is identified. For example:

- Salary savings (minus any offsetting contract costs used to backfill any unfilled positions) would be assigned to an staffing retention reserve
- Lease savings as a result of purchasing the City Hall building would be assigned to a facilities capital reserve
- Public safety contract savings would be assigned to a public safety reserve for one time equipment purchases and to offset spikes in future contract costs.

Should committed reserves fall below the City's target amounts, the City Manager will propose a plan within 180 days to the City Council for the replenishment of the reserve(s). The City will strive to replenish the reserves within one year of use, but will fully replenish it within five years of use.

FISCAL IMPACT:
There is no fiscal impact to adoption of this policy.

ATTACHMENTS:

Policy_Resolution11_8_2023.docx
Exhibit B_Wildomar Reserve Policy_New.docx
Exhibit C_GASB Statement 54.docx

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A FUND BALANCE AND RESERVE POLICY

WHEREAS, a Reserve Fund is a legal mechanism for setting aside funds to finance future projects, address economic downturns and fiscal hardships, and respond to emergencies; and

WHEREAS, A Reserve Fund policy serves as the roadmap for the City's future spending and commitment of funds, clearly defining the intended use for each committed reserve that the City Council establishes; and

WHEREAS, the City believes it is important to adopt a Fund Balance and Reserve policy to set a clear path and ensure transparency regarding City Council intentions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. FUND BALANCE AND RESERVE POLICY. Upon adoption of this Resolution, City Council adopts the Fund Balance and Reserve Policy attached as Exhibit B.

PASSED, APPROVED, AND ADOPTED this 8th day of November 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
CITY COUNCIL POLICY

SUBJECT: Fund Balance and Reserve Policy
EFFECTIVE DATE: 11/8/2023
LAST REVISED: 11/8/2023

I. PURPOSE

The purpose of the Fund Balance and Reserve Policy is to ensure strong fiscal management to guide the City of Wildomar's financial planning. A reserve is one of the City's most important hedges against risk. It helps ensure that the City can provide consistent, uninterrupted municipal services in the event of economic disruption or a natural or man-made disaster. Additionally, the policy will: aid in reducing financial impacts of temporary revenue shortfalls or spikes in contracted expenses, allowing the City to respond to challenges of a changing economic environment; and preserve adequate reserve levels to improve or maintain the City's credit worthiness.

The Fund Balance and Reserve Policy establishes the appropriate level of reserves in the General Fund and in Measure AA. It sets conditions warranting the use of reserves and outlines the plan to replenish them if balances fall below the levels established in this policy.

II. BACKGROUND

Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions was implemented in fiscal year 2010-2011 with the intent of improving financial reporting by providing fund balance categories that are more easily understood. The categories are more clearly defined to make the nature and extent of the constraints placed on a government's fund balance more transparent. This Fund Balance and Reserve Policy establishes the procedures for reporting unrestricted fund balance in financial statements. The policy also authorizes and directs the Administrative Services Director to prepare financial reports which accurately categorize fund balance as per GASB Statement No. 54.

There are five separate components of fund balance which identify the specific purposes for which amounts can be spent:

1. *Non-expendable Fund Balance* - Amounts that cannot be spent because they are either (a) not in spendable form, such as prepaid items or inventories; or (b) legally required to be maintained intact, such as the principal portion of an endowment.
2. *Restricted Fund Balance* - Amounts for a specific purpose that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, other governments' regulations; or (b) imposed by law through constitutional provisions or enabling legislation.
3. *Committed Fund Balance* - Amounts authorized for specific purposes by a government's highest level of decision-making authority (City Council). These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same formal action taken to establish the commitment. City Council action to commit fund balance needs to occur within the fiscal reporting period, however, the amount can be determined subsequently.
4. *Assigned Fund Balance* - Amounts that are constrained for specific purposes but are neither restricted nor committed. For all governmental funds other than the General Fund, any remaining amounts not classified as non-expendable, restricted, or committed are considered assigned. For

the General Fund, this policy delegates the authority to propose amounts to be used for specific purposes to the Administrative Services Director, in consultation with the City Manager for the purpose adopting these amounts in the operating budget and reporting in the annual financial statements.

5. *Unassigned Fund Balance* - Residual net resources of the General Fund in excess of what can be classified in one of the other four categories.

III. POLICY

The Government Finance Officers Association (GFOA) recommends that general-purpose governments maintain reserves in the general fund of no less than two months (16.67%) of annual general fund operating revenues or annual general fund operating expenditures. The City of Wildomar will commit to reserve a total of 20% of budgeted annual operating revenues in both the General Fund and Measure AA fund.

General Fund Committed Fund Balance

The City will strive to hold the amount listed below in its committed General Fund balance, expressed as a percentage of the City's budgeted and ongoing General Fund operating revenue. One-time revenues should be excluded from this annual calculation. These designated reserves are broken into the following two separate categories, each with the associated target amount:

- **15% of annual original budgeted operating revenue – Economic Stability Reserve.** Available to protect and preserve City services from dramatic drops in General Fund revenues that are highly sensitive to economic conditions, like sales tax and property tax. Eligible uses of these reserve funds include:
    - Loss of major revenue source(s) due to financial hardship or economic downturn
    - State-imposed take of local revenue/mandated payments
    - Significant unanticipated expenditures
    - Temporarily sustain staffing during periods of extreme economic downturn
    - Significant payout of eligible Leave for employees leaving City service
- **5% of annual original budgeted operating revenue – Extreme Event Reserve.** Available to respond quickly and decisively to man-made or natural disasters. This reserve could fund the initial public safety response or repairs and reconstruction of public right of way required in the aftermath of an event.

Measure AA Committed Fund Balance

The City will strive to hold the amount listed below in its committed Measure AA Fund balance, expressed as a percentage of the City's budgeted and ongoing Measure AA operating revenue. Measure AA reserves will be tied to public safety contract costs and road maintenance projects or for addressing homelessness. One-time revenues should be excluded from this annual calculation.

- **15% of annual original budgeted operating revenue – Economic Stability Reserve.** Available to protect and preserve Measure AA fund from dramatic drops sales tax revenue. Eligible uses of these reserve funds include:
    - Buffer unanticipated spikes in public safety contract increases
    - State imposed mandated expenses related to homelessness, street repair and/or maintenance, and public safety
- **5% of annual original budgeted operating revenue – Extreme Event Reserve.** Available to respond quickly and decisively to man-made or natural disasters. This reserve could fund an initial public safety response or emergency repairs to streets and roads required in the aftermath of an event.

Assigned Fund Balance

The City may choose to designate additional amounts for purposes other than those described above. For example, the City may wish to set aside monies for a one-time investment in a special project or program like a second fire station, park enhancements, and road improvements; or to fund an unfunded pension or other post-employment benefit liability.

At the end of each fiscal year, the Finance Department will report on the audited year-end financial results. In the event that actual General Fund revenues exceed expenditures and encumbrances, a year-end operating surplus shall be reported. Any year-end operating surplus which exceeds the levels required by the reserve policies, noted above, will be deemed as Assigned Fund Balance, and shall be appropriated for one-time (nonrecurring) expenditures in accordance with the following guidelines, subject to City Council approval.

1. Public Safety equipment or non-recurring programs
2. Capital improvement projects
3. Unfunded liabilities related to CalPERS pension and/or Other Postemployment Benefits (OPEB)
4. Reduction, or avoidance, of City debt

Ongoing, or recurring expenditures, are not appropriate uses of available Assigned Fund Balance.

Priority Funding of Reserve Targets

Funding of the assigned fund balance and the two committed fund balances to be within their targeted amounts, will come generally from one-time revenues and/or expenditure savings, and projected General Fund revenues in excess of projected expenditures. Replenishing these accounts will generally occur in the following priority order:

1. Working capital (assigned fund balance) for the duration of the Five-Year Forecast
2. Economic Stability Reserve
3. Extreme Event Reserve

If, based on use and/or City staff's analysis and forecasting, the target range is not being met, or is likely not going to be met at some point within a five-year time horizon, then a plan to meet the target balance will be developed. The plan will be presented to the City Council for consideration.

Acceptable Uses of Reserves

Reserves are meant to address unexpected, nonrecurring costs. Reserves should not be used for recurring annual operating costs. An exception is poor economic conditions or events that disrupt Wildomar's revenues. In such cases, reserves may be used to provide short-term relief so that Wildomar can restructure its operations in an orderly manner. Such use will only take place in the context that the City will concurrently adopt a plan to reach a sustainable, balanced budget structure.

If necessary, the City should only use up to 50% of either designated reserve to continue operations. The use of the reserves is limited in this way so that a reserve balance will be available to help address additional financial issues or extreme events encountered in the subsequent year. Further, use of a significant portion of the economic Stability Reserve in any given year should be accompanied by analysis of the fiscal outlook and, if necessary, consideration of reductions to ongoing operations to ensure fiscal sustainability.

Authority to Use Reserves

Should unforeseen and unavoidable events occur that require the expenditure of City resources beyond those provided for in the annual budget, the City Manager or designee shall have authority to approve appropriations from the Economic Stability Reserve and/or Extreme Event Reserve. The City Manager or designee shall then present to the City Council for authorization a budget amendment detailing the nature of the emergency or economic event triggering the appropriation of the reserve funds.

Replenishment of Reserves

In the event committed reserves are used in an amount that takes them below the City's target amounts, the City Manager shall propose a plan within 180 days to the City Council for the replenishment of the reserve(s). The City will strive to replenish the reserves within one year of use, but will fully replenish it within five years of use.

These guidelines may be suspended, in whole or part, if financial or economic circumstances prevent meeting any or all the timelines.

This policy is instituted to provide a measure of protection for the City against unforeseen circumstances and to comply with GASB Statement No. 54. No other policy or procedure supersedes the authority and provisions of this policy.

STATEMENT NO. 54
FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE DEFINITIONS (ISSUED 02/09)

The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The initial distinction that is made in reporting fund balance information is identifying amounts that are considered *nonspendable,* such as fund balance associated with inventories. This Statement also provides for additional classification as restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. The *committed* fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned. Governments are required to disclose information about the processes through which constraints are imposed on amounts in the committed and assigned classifications.

Governments also are required to classify and report amounts in the appropriate fund balance classifications by applying their accounting policies that determine whether restricted, committed, assigned, and unassigned amounts are considered to have been spent. Disclosure of the policies in the notes to the financial statements is required.

This Statement also provides guidance for classifying stabilization amounts on the face of the balance sheet and requires disclosure of certain information about stabilization arrangements in the notes to the financial statements.

The definitions of the general fund, special revenue fund type, capital projects fund type, debt service fund type, and permanent fund type are clarified by the provisions in this Statement. Interpretations of certain terms within the definition of the special revenue fund type have been provided and, for some governments, those interpretations may affect the activities they choose to report in those funds. The capital projects fund type definition also

was clarified for better alignment with the needs of preparers and users. Definitions of other governmental fund types also have been modified for clarity and consistency.

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010. Early implementation is encouraged. Fund balance reclassifications made to conform to the provisions of this Statement should be applied retroactively by restating fund balance for all prior periods presented.

How the Changes in This Statement Will Improve Financial Reporting

The requirements in this Statement will improve financial reporting by providing fund balance categories and classifications that will be more easily understood. Elimination of the *reserved* component of fund balance in favor of a *restricted* classification will enhance the consistency between information reported in the government-wide statements and information in the governmental fund financial statements and avoid confusion about the relationship between reserved fund balance and restricted net assets. The fund balance classification approach in this Statement will require governments to classify amounts consistently, regardless of the fund type or column in which they are presented. As a result, an amount cannot be classified as restricted in one fund but unrestricted in another. The fund balance disclosures will give users information necessary to understand the processes under which constraints are imposed upon the use of resources and how those constraints may be modified or eliminated. The clarifications of the governmental fund type definitions will reduce uncertainty about which resources can or should be reported in the respective fund types.

Unless otherwise specified, pronouncements of the GASB apply to financial reports of all state and local governmental entities, including general purpose governments; public benefit corporations and authorities; public employee retirement systems; and public utilities, hospitals and other healthcare providers, and colleges and universities. Paragraph 3 discusses the applicability of this Statement.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: November 8, 2023

SUBJECT: Flock Safety Automatic License Plate Reader Master Services Agreement

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
1. Approve and Authorize the City Manager to Execute the Master Services Agreement with Flock Safety for the Flock Safety License Plate Reader Cameras and Platform which Includes an additional seven cameras.

2. Approve a supplemental appropriation in the Measure AA fund in the amount of $18,550 for the deployment of seven new cameras within City limits.

SUMMARY:
Approval of the Master Services Agreement will maintain the software platform cost for each City owned camera (14) at $2,500 per camera per year for a five year term. In addition, it also sets the cost to add seven (7) new cameras at $2,500.

BACKGROUND:
The City and Flock Safety entered into an agreement for Automated License Plate Reader camera hardware, services, hosting, and software platform in July 2021. At that time, the agreement had a one year term with an additional 12 month renewal, and outlined a cost of $2,500 per camera per year. The City currently has 14 Flock Automated License Plate Reader cameras deployed throughout the City for a total cost of $35,000 per year.

Representatives from Flock recently reached out to City staff offering an opportunity to lock in the same $2,500 per camera per year cost for an additional contract term if an agreement is signed prior to December 2023. If the agreement is not locked in, the cost to maintain existing cameras would increase to $3,000 a year per camera and any new cameras added after the agreement is executed, would be at the $3,000 per camera price tag.

DISCUSSION:

As part of its due diligence, City staff reached out to the Riverside County Sheriff's Department to ensure the Flock cameras are still a useful tool, if they planned to continue using the existing cameras, and if an extension to the contract was warranted. Staff were assured that the cameras are a very useful tool, and that the Sheriff's Department, working as the City's Police Department, didn't see a reason to stop using them. They also indicated another 20 locations throughout the City where they felt the cameras would be beneficial, prioritizing five of those locations as providing the greatest immediate benefit. These locations include:

1. Palomar St. (On east side of street, facing northbound) x Wildomar Trail
2. Wildomar Trail (On north side of street, facing westbound) x Palomar St.
3. Bundy Canyon Rd. (On north side of street, facing westbound) x Cherry St.
4. Bundy Canyon Rd. (On south side of street, facing eastbound) x Orange St.
5. Bundy Canyon Rd. (On the north side of the street, facing westbound) x Orange St.

At the same time, the City has purchased the City Hall building in the Oak Creek shopping center. As part of the improvements to security for the City's fleet vehicles and other public property, staff recommend adding an additional two cameras at entrance points to the City Hall complex. These will be deployed at:

- Clinton Keith and Wildomar Trail Northbound
- Clinton Keith and Arya Rd. Northbound

City staff recommend adding these seven additional cameras to the new contract now at a cost of $2,500 per camera per year, as opposed to adding them later and paying an additional $500 per camera per year. Staff also recommend locking in the $2,500 price for a term of five years. This will save the City a total amount of $52,500 over the five year term. Staff will also continue to work with Sheriff's personnel to add additional cameras in the future based on need and available budget.

FISCAL IMPACT:
The contract total for the existing term of five years and 21 cameras is $263,550 and includes a one time setup fee of $1,050 for the new seven cameras. A supplemental appropriation of $18,550 in the Measure AA fund is needed based on the addition of 7 new cameras.

ACCOUNT CODE:
120-460-4700-58100

ATTACHMENTS:
CA-Wildomar-Final.pdf

Flock Safety + CA - City of Wildomar

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Tonia Crump
tonia@flocksafety.com
4049329942

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	CA - City of Wildomar	Initial Term:	60 Months
Legal Entity Name:	CA - City of Wildomar	Renewal Term:	24 Months
Accounts Payable Email:	rhowell@cityofwildomar.org	Payment Terms:	Net 30
Address:	23873 Clinton Keith Rd Unit 201 Wildomar, California 92595	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$52,500.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	21	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	$150.00	7	$1,050.00

Subtotal Year 1:	$53,550.00
Annual Recurring Subtotal:	$52,500.00
Discounts:	$52,500.00
Estimated Tax:	$0.00
Contract Total:	$263,550.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$53,550.00
Annual Recurring after Year 1	$52,500.00
Contract Total	$263,550.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$52,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - City of Wildomar**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

ADDENDUM

CITY OF Wildomar SUPPLEMENTAL CONDITIONS

For purposes of this Addendum to the Agreement between Flock Group, Inc. and the City of Wildomar, the term “Contractor” shall refer to Flock Group, Inc., and the term “City” shall be used to refer to the Customer, which is the City of Wildomar.

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an “ALPR operator”). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the “Flock Safety End to End Data Security Overview,” “Flock Safety CJIS Compliance Overview,” and “Flock Safety Internet Security Policy,” (collectively, referred to as the “Flock Security Policies”) as each such policy was in effect as of January 29, 2020. Any amendment to the Flock Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the Flock Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and Flock will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29,or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor’s responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections 2.1, 7.4 and 8 of the SaaS Terms of this Agreement.

3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents. The foregoing obligation of

Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections 2.1, 7.4 and 8 of the Government Agency Service Agreement.

4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.

5. California Public Records Act Compliance. Notwithstanding Section 4 of the Government Agency Service Agreement, Contractor expressly understands that City is a public agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.

7. Subcontractors. If Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be

jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.

8. Insurance. During the entire term of this Agreement and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements: See Exhibit B Insurance Requirements General.

9. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.

10. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 09 day of October 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) 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; and

(vi) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

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 Vendor 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 Vendor'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 contract, the Vendor'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 Vendor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Vendor hereby grants to City a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City by virtue of the payment of any loss under such insurance. Vendor 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 Contractor, 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 Vendor 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
Vendor 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 Vendor'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
Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: November 8, 2023

SUBJECT: First Amendment to the Streetlight Maintenance Implementation Agreement with the Western Riverside Council of Governments (WRCOG) and Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC

SUBMITTED BY: Jason Farag

PREPARED BY: Terri Abercrombie

ACTION:
1. Approve and authorize the City Manager to execute a First Amendment to the Implementation Agreement with the Western Riverside Council of Governments (WRCOG);and

2. Approve and authorize the City Manager to execute Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC.

SUMMARY:
The Western Riverside Council of Governments (WRCOG) Regional Streetlight Program currently provides services to the City of Wildomar, including streetlight operations & maintenance (O&M) services, project management, and as-needed technical assistance, for smart streetlight technologies, such as traffic sensors, and as-needed support for broadband initiatives or projects.

Currently, WRCOG has a Professional Services Agreement with Yunex, LLC (known as Yunex Traffic), formerly Siemens, to provide streetlight retrofit and O&M services to the member agencies in the Regional Streetlight Program. On March 22, 2019, the City of Wildomar entered into an Implementation Agreement with WRCOG to implement the maintenance and repair program for the City's streetlights. On October 1, 2018, the City entered into Appendix 11 to the WRCOG Professional Services Agreement in order to receive streetlight O&M services provided by Yunex Traffic, formerly Siemens, within the City's jurisdiction. The WRCOG Professional Services Agreement with Yunex Traffic will expire on December 1, 2023.

On July 12, 2023, WRCOG released Request for Proposals Number 23-02, seeking a provider for streetlight O&M services for the agencies participating in the Regional Streetlight Program. On October 2, 2023, the WRCOG Executive Committee approved an award to Yunex Traffic and authorized a new Professional Services Agreement to provide streetlight O&M services to the member agencies in the Regional Streetlight Program.

This item is seeking approval from the City Council to enter into a First Amendment to the Implementation Agreement with WRCOG to integrate the new WRCOG Professional Services Agreement (PSA), and an Appendix 9 to the WRCOG PSA with Yunex Traffic and WRCOG to receive streetlight O&M services.

BACKGROUND:
At the direction of its Executive Committee, WRCOG developed a Regional Streetlight Program that assisted 11 local agencies, including the City of Wildomar, with securing financing, purchasing streetlights from Southern California Edison, and retrofitting streetlights to LED luminaires in order to provide more economic operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system also provides the City of Wildomar the opportunity to implement smart city technologies such as traffic sensors and install telecommunications equipment such as small cells that support 5G connectivity. In order to identify and elaborate on these new opportunities related to smart cities and broadband, WRCOG developed a Smart Streetlights Implementation Plan and Broadband Assessment.

On October 17, 2017, the City of Wildomar entered into a Purchase & Sale Agreement with Southern California Edison (SCE) to purchase eligible streetlights within the City's jurisdiction from SCE. By March 2021, the City had purchased 1,411 streetlights from SCE in two phases.

On March 27, 2018, WRCOG entered into an Amended & Restated Professional Services Agreement with Siemens Industry, Inc., Intelligent Traffic Systems, to provide streetlight retrofit and operations & maintenance (O&M) services for all agencies participating in the Regional Streetlight Program for a term ending on December 1, 2022, with two additional 1-year option terms. Member agencies in the Regional Streetlight Program that wanted to receive the streetlight retrofit and O&M services executed an Implementation Agreement with WRCOG, and an Appendix to the Professional Services Agreement between WRCOG, Siemens, and the member agency.

On October 1, 2018, the City entered into Appendix 11 to the WRCOG Professional Services Agreement to receive streetlight O&M services provided by Yunex Traffic, formerly Siemens, within the City's jurisdiction. On March 22, 2019, the City of Wildomar entered into an Implementation Agreement with WRCOG to implement the maintenance and repair program for the City's streetlights and receive all services provided by the Regional Streetlight Program.

On October 27, 2021, WRCOG consented to the transfer of the contract pertaining to Siemens' Intelligent Traffic Systems (ITS) business to Yunex Traffic due to the worldwide carve-out of the ITS business into a separate business entity under the new brand name Yunex Traffic. On June 10, 2022, the City of Wildomar consented to the transfer to Yunex Traffic.

DISCUSSION:

The Implementation Agreement between the City of Wildomar and WRCOG for the implementation of the maintenance and repair program for streetlights provides the City with streetlight operations & maintenance (O&M) services, project management, and as-needed technical assistance for smart streetlight technologies, such as traffic sensors, and as-needed support for broadband initiatives or projects. The City compensates WRCOG through an Administrative Fee, which is based on a per-pole-per-month fee. As required by the Implementation Agreement, WRCOG secured a contractor, Yunex Traffic, formerly Siemens, to provide streetlight O&M services to member agencies in the Regional Streetlight Program.

The Amended & Restated WRCOG Professional Services Agreement with Yunex Traffic, formerly Siemens, expires on December 1, 2023. As a result, on July 12, 2023, WRCOG released Request for Proposals (RFP), seeking a qualified contractor to provide streetlight O&M services to the nine participating member agencies in the Regional Streetlight Program. Only one bid was received from Yunex Traffic.

WRCOG staff convened a Bid Review Committee and in the subsequent weeks after the interview, WRCOG staff coordinated with member agencies, including City staff, and Yunex Traffic to clarify any additional questions, as well as the Scope of Work and compensation rates.

Yunex Traffic's bid includes a similar scope of work as the current agreement, including Routine and Extraordinary, Emergency, and After-Hours Maintenance, as well as updated compensation rates. Services provided under the Routine maintenance schedule are compensated on a per-light, per-month rate and include services such as fixture replacement via warranty claims, replacement of long-life photocells, fuses, fuse holders, and hand hole covers, troubleshooting for up to two hours during a service call for failed streetlights, and a quarterly night check of all agency-owned streetlights. Twice per year the City remits funds to a paying agent for the upcoming six months of routine streetlight maintenance. These funds are held in a maintenance account, WRCOG receives monthly invoices for routine maintenance provided in the city of Wildomar, and coordinates with the paying agent to disburse payments to Yunex Traffic.

Services provided under the Extraordinary, Emergency, and After-Hours Maintenance scope of work are typically as-needed, and are thus compensated on a time and material (T&M)

basis based on the Labor and Equipment rates in the bid. This scope of work includes LED retrofits and installation of pole identification tags for cobra-head and decorative style streetlights, responding to pole knockdowns and replacement of the pole, and miscellaneous services such as pull box lid and overhead wiring replacement, underground service alert services, pole painting and graffiti abatement. WRCOG receives invoices for the Extraordinary, Emergency, and After-Hours Maintenance services provided in the City, and forwards those invoices to the City for direct payment to Yunex Traffic.

Moreover, upon award of a contract, Yunex Traffic will provide items at no-additional cost such as a 24/7 call center and dispatch that can receive service calls from City staff, WRCOG staff, or the public, access to an online Customer Portal and Service Business Platform. Furthermore, in lieu of a per-light, per-month rate for routine maintenance services, Yunex Traffic has also agreed to provide all services from their bid based on T&M rates should a member agency prefer to take an on-call maintenance approach for all work completed.

The goal for the new agreement with Yunex Traffic is to commence services on December 1, 2023, so that a seamless transition occurs without a lapse of service.

To move forward, the City must execute the First Amendment to the Implementation Agreement between WRCOG and the City of Wildomar (Attachment A), and Appendix 9 to the new WRCOG Professional Services Agreement that will be between WRCOG, Yunex, LLC, and the City of Wildomar (Attachment B). The term of Appendix 9 to the WRCOG Professional Services Agreement with Yunex Traffic for streetlight O&M services will be three years, with 1 additional one-year period, and 2 additional six-month periods, for a maximum potential term of five years. The not-to-exceed compensation amount for the WRCOG Professional Services Agreement is $7,295,244. The City of Wildomar’s share of the compensation is currently estimated at $238,406, and is subject to change based on the number of streetlights added to or removed from the Program and any additional work requested by the City. A copy of the Professional Services Agreement between WRCOG and Yunex Traffic is included in Attachment C, for reference.

Staff recommends that the City Council approve and authorize the City Manager to execute the First Amendment to the Implementation Agreement with the Western Riverside Council of Governments (WRCOG) and approve and authorize the City Manager to execute Appendix 9 to the WRCOG Professional Services Agreement with Yunex, LLC.

FISCAL IMPACT:
The City is responsible for all costs arising from the WRCOG Professional Services Agreement with Yunex Traffic for services provided within the City’s jurisdiction in an amount of $238,406 over the term of this Agreement. This amount is subject to change based on the number of streetlights added to or removed from the Program and any additional work requested by the City.

Street Light Maintenance is a line item in the approved budget under Fund No. 284. The City budgets funds in that account annually. No additional funding is needed at this time.

There is no impact to the General Fund.

ATTACHMENTS:

A - First Amendment to Implementation Agreement
B - Appendix 9 to WRCOG PSA with Yunex LLC
C - WRCOG Professional Services Agreement with Yunex LLC

FIRST AMENDMENT TO THE IMPLEMENTATION AGREEMENT BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND THE CITY OF WILDOMAR TO IMPLEMENT MAINTENANCE AND REPAIR PROGRAM FOR STREETLIGHTS

This First Amendment to Maintenance Agreement ("First Amendment") is entered into as of _____ between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"), a joint powers authority formed under Government Code sections 6500 et seq., and the CITY OF WILDOMAR ("Member Agency"), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this First Amendment as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on March 27, 2018, WRCOG entered into an "Amended and Restated Western Riverside Council of Governments Professional Services Agreement" with Siemens Industry, Inc. (the "Original Professional Services Agreement"), for the provision of retrofitting services and regular maintenance and repair services (the "Services"), which was subsequently amended; and

WHEREAS, WRCOG and the Member Agency entered into the "Implementation Agreement between the Western Riverside Council of Governments and City of Wildomar to Implement the Maintenance and Repair Program for Streetlights" on March 22, 2019, in order to authorize WRCOG to enter into one or more agreements with third party providers for the provision of maintenance, repair, retrofitting and replacement services of streetlights and acquisition of retrofit equipment on behalf of the Member Agency within the Member Agency's jurisdiction and to administer such agreements; and

WHEREAS, the Original Professional Services Agreement expired and WRCOG has entered into a "Western Riverside Council of Governments Professional Services Agreement" with Yunex LLC dated October 2, 2023 (the "Professional Services Agreement"), to provide professional services for the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies; and

WHEREAS, the Parties desire enter into this First Amendment to amend the Implementation Agreement, as permitted pursuant to the provisions of thereof, to replace the Original Professional Services Agreement attached as Exhibit A to the Implementation Agreement with the Professional Services Agreement, attached as Exhibit A hereto; and

WHEREAS, the City Council has authorized the Member Agency to enter into this First Amendment.

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

Section 1: Amendment to the Implementation Agreement.

Exhibit A of the Implementation Agreement shall be replaced with the Professional Services Agreement attached hereto as Exhibit A.

Section 2: Effect of this First Amendment on the Other Terms and Provisions of the Implementation Agreement.

All terms and provisions of the Implementation Agreement, shall remain in full force and legal effect except as expressly modified by the provisions of this First Amendment.

IN WITNESS WHEREOF, the Parties hereby have made and executed this First Amendment as of the date first written above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Dr. Kurt Wilson
Executive Director

APPROVED AS TO FORM:

By: _____

General Counsel

Best Best & Krieger LLP

CITY OF WILDOMAR

By: _____

Title: _____

ATTEST:

By: _____

Its: _____

APPROVED AS TO FORM:

By:_____
City Attorney

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

APPENDIX 9

CITY OF WILDOMAR

This Appendix 9 to Agreement ("Appendix") by and between WRCOG, Consultant, and CITY OF WILDOMAR ("Member Agency") is made and entered into this _____day of _____ 2023. WRCOG, Consultant, and Member Agency are referred to herein as Parties.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Professional Services Agreement between WRCOG and Consultant dated October 2, 2023, with the exception of the term Member Agency, which for the purposes of this Appendix will refer to the City of Wildomar only.

2. Agreement Incorporated. The terms and provisions of the Agreement are hereby incorporated into this Appendix.

3. Member Agency Exhibits. The Parties hereby agree that the Scope of Services and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A and B, attached hereto and incorporated herein by this reference.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Dr. Kurt Wilson
Executive Director

Yunex, LLC

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

General Counsel
Best Best & Krieger LLP

ATTEST:

By: _____

Its: _____

CITY OF WILDOMAR

By: _____
Daniel York, City Manager

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Understanding of the Project



It is our understanding that WRCOG is seeking a qualified firm to provide Streetlight Operation & Maintenance Services. The selected service company will be responsible for providing a continuing, comprehensive, response program for the Member Agency streetlights. The Member Agencies expectation is that the contractor will help reduce complaints, promote safety, and proactively extend the longevity of the Member Agencies streetlight equipment, thus reducing the overall operating cost.

We understand that the general Scope of Work to be done consists of scheduled and unscheduled repairs to the Member Agencies streetlight systems. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of WRCOG's streetlight systems, as outlined in the Scope of Work and in compliance with current Member Agency and State standards.

Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090.** A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that they are in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within one (1) hour** to assess and correct the reported problem. Once the problem is corrected, the technician will inform our WRCOG representative of the repair actions.

Scope of Work

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with WRCOG staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for WRCOG.

Yunex Traffic will be available to provide emergency/non-emergency streetlight related issues such as downed streetlight poles, luminaires/photocontrols not functioning, wiring issues, and other operational equipment related issues.

Yunex Traffic will perform the following tasks and activities as it relates to the maintenance of the streetlight system (36,231poles & 36,554 luminaires):

Customer Service – Provide and administer a customer service center including, at a minimum, a toll-free phone number and website to allow WRCOG and the public to report any streetlight issues (e.g., outages, knockdowns, etc.). Separately, provide a maintenance website for WRCOG staff to access. This will provide WRCOG an up-to-date summary of current and completed tasks. Yunex will use and provide an Online Maintenance System with free access to designated WRCOG staff members. The entire online system will be a real-time system. System functionality will include but not be limited to the following items:

- Work order tracking
- Work order status updates
- Asset and equipment management
- Maintenance requests
- Maintenance checklists that are maintained and updated regularly

GIS Update - Update WRCOG's GIS mapping system when new poles are replaced or added to the streetlight system.

Reports - Monthly and quarterly streetlight system reviews and reports, including outage/failure rate, knockdowns, and suggested repairs.

Meetings – Coordinate and attend regular meetings to review outstanding issues and work orders, including discussion of any billing or contract management issues.

Coordination with Outside Entities – Coordinate electrical service repairs/restoration with SCE as well as coordinate with WRCOG Staff, residents, and businesses, as-needed, for difficult to access lights.



Traffic Control – Employees are trained and certified in temporary traffic control measures, which are compliant with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Warranty Claims – Administer services for all warranty claims on behalf of the Member Agency for any luminaires, photocells, or similar streetlight equipment (smart nodes, detection devices, etc.)

Streetlight Pole Knockdowns – Respond to all calls of poles that have been knocked down, implement traffic control, confirm electrical lines are made safe, cut downed pole/luminaire arm, remove from location, and clean up all debris.

Streetlight Pole Replacement - Replacement poles will be replaced within 14 business days of reporting.

Quarterly Streetlight System Reviews (Night Inspection) – Nighttime lighting surveys will be conducted of all Member Agency owned streetlights to identify any streetlights that are non-functioning. Upon completion of such nighttime survey, Yunex will provide a report to the Member Agency of all system activity, condition, issues found, and planned or completed repairs. The report will include the nearest street address and pole number. Nighttime Lighting Surveys will be completed quarterly.

Annual Painting of Metal Poles – Provide metal pole painting based upon Member Agency approval.



LED Replacement – Replacement of LED streetlights that have been inoperative by virtue of failure. Replacement will occur within three (3) business days from notification of Yunex by Member Agency. If the cause of failure is covered under manufacture warranty, Yunex will be responsible for warranty management of defective LED fixtures which includes all aspects related to standard warranty practices. Yunex will notify the Member Agency of any undue delays in response due to the manufacturer.

LED Retrofit & Pole Tagging – Provide LED retrofit and/or pole identification tag installation services for cobra head and/or decorative streetlights.

Removal and Disposal – Provide removal and disposal services of all damaged/discarded materials. Disposal services will follow the California Recycle and Disposal Laws.

Furnish and Install House-Side Shields – Provide and install house-side shields when requested to do so by any Member Agency.

Provide a Storage Facility – Yunex's local storage facility is conveniently located in the City of Riverside, which is within minutes of each Member Agency. We have been utilizing this location to service this contract since being awarded this contract.

Compliance with all Laws – Yunex is familiar with all federal, state, and local laws and regulations regarding the Scope of Work, and follows wage and labor laws, OSHA requirements, and appropriate safety measures.

Troubleshooting – Diagnose and repair any Member Agency owned inoperable streetlights. Repairs will be completed within three (3) working days or less.

Spare Inventory – Yunex will warehouse sufficient spare inventories such as poles, luminaires, ballasts, photocells, nodes, fuse holders, fuses, wire, pull box lids, hand hole covers, electrical services, pole identification tags, and other electrical components.



Extraordinary, Emergency, and After-hours Maintenance - For streetlight maintenance issues that fall outside of the standard maintenance scope above, Yunex will provide services billed on a time & materials basis. Example of Extraordinary, Emergency, and After-hours Maintenance includes the following: traffic accidents, tree fall or power surges that may occur, resulting in the streetlights being damaged and needing to be replaced, though the frequency may vary considerably. All Extraordinary, Emergency, and After-hours Maintenance work must be preapproved by the Member Agency prior to the work being completed.

The following items have specifically been identified as, but are not limited to, Emergency and after-hours maintenance:

- Emergency response - 24 hours and day 7 days a week

- Streetlight pole knockdown response
- Damaged/leaning poles
- Luminaire repairs or replacement
- Photocell replacement
- Fuse and/or fuse holder replacement
- False calls
- Wiring replacement
- Pole graffiti abatement
- Pole painting
- House side shield purchase and installation

Additional offerings available to WRCOG:

USA Dig Alert Services

Yunex Traffic will respond to all Underground Service Alert (USA) requests/notices or at the request of Member Agency staff for the marking and protection of streetlight underground facilities such as electrical conduits, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our ***own in-house*** technicians are equipped and certified with the proper locating devices provided by Metrotech.



On-Line Portal (Service Business Platform @ITS)
Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.

SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.

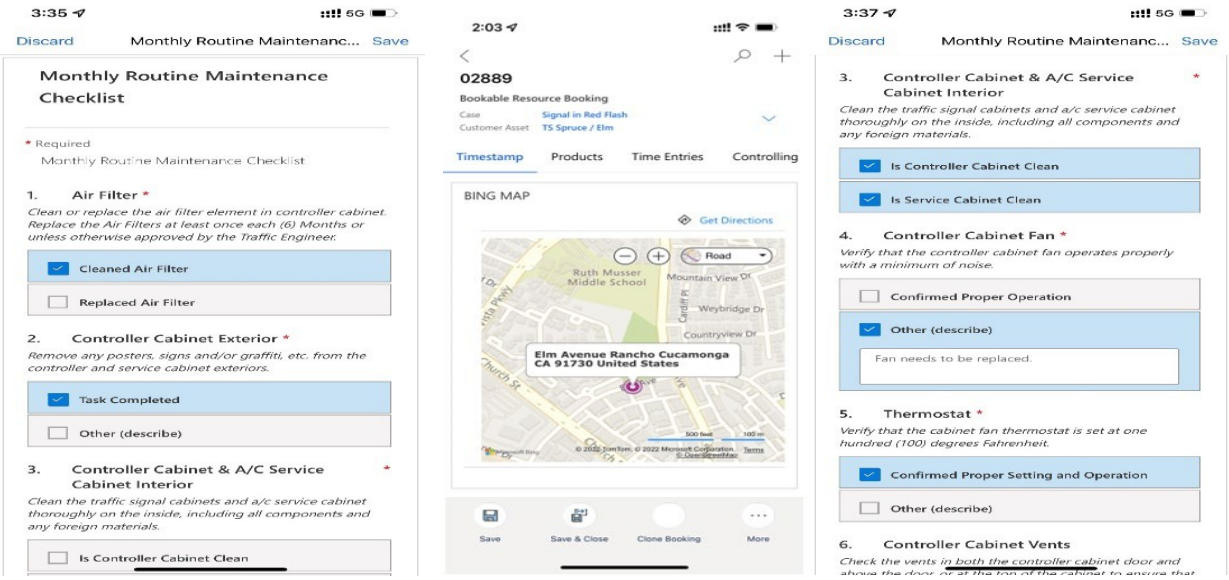
When creating a new service request, the SBP will query the location history and will flag the order if it is a repeated call out or duplicate order.

Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.

The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.

Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

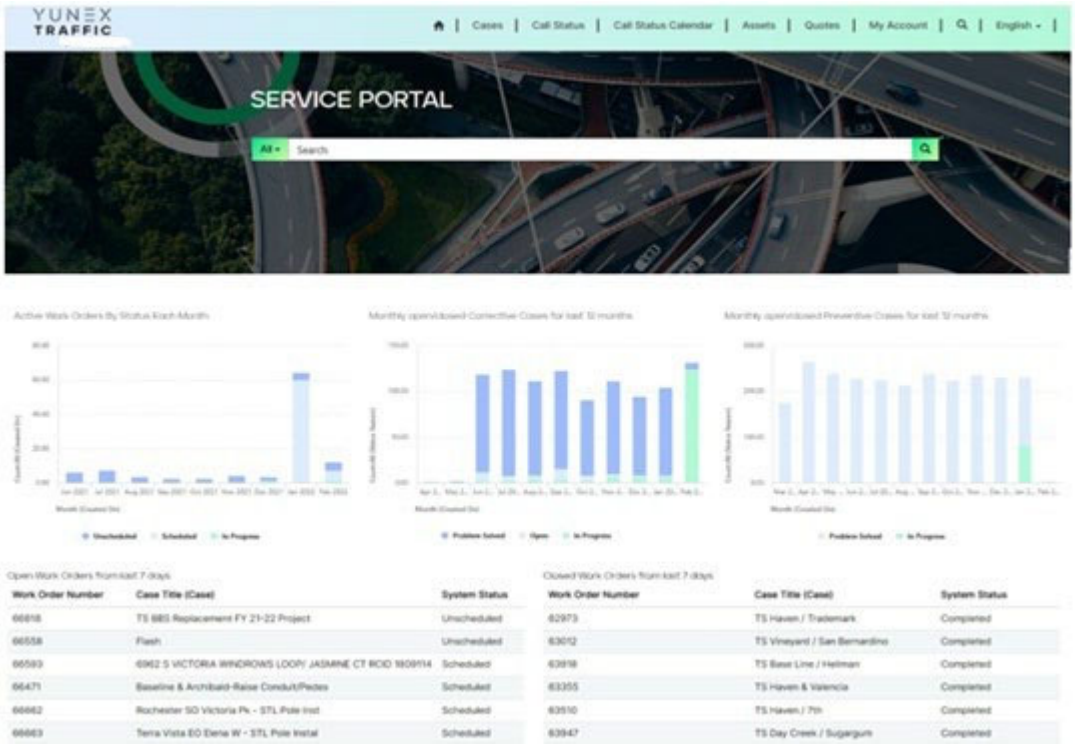


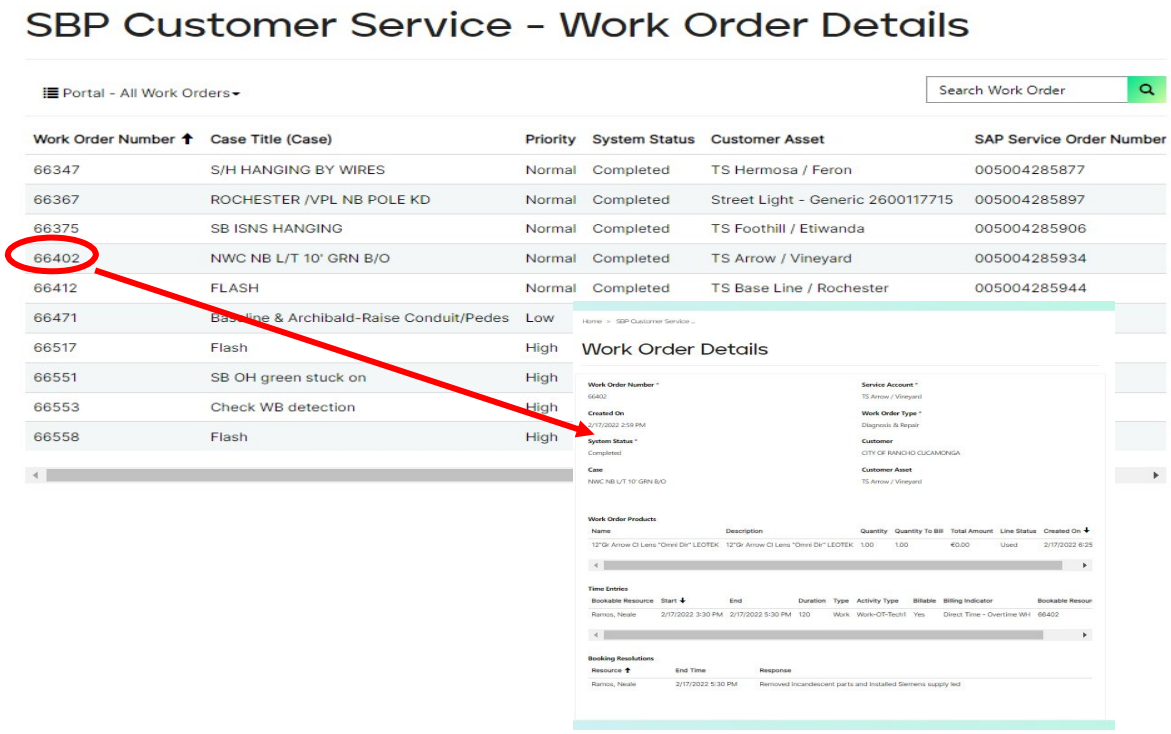


Customer Portal

The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, and event reporting
- Asset management (including digital photographs, GIS data, etc.)





Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside

Date Completed: **Fri, MAR/18/2016 01:00** Work Order #: **5002764108** Debit Memo Req. **3801177197**

Description: **NEC POLE KD * CALLER: PD**

Response: **REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	12.000 H @ per H	$	$ 0.00	
ELECTRICIAN (OT)	8.000 H @ per H	$	$ 0.00	
ELECTRICIAN (PT)	6.000 H @ per H	$	$ 0.00	
SERVICE BUCKET TRUCK	26.000 H @ per H	$	$ 0.00	
MATERIALS	1 PC @ per PC	$	$ 0.00	
	Visit Total	$	$ 0.00	
	Total	$	$ 0.00	$

EXHIBIT "B"

COMPENSATION
BILLING RATES

	Item	Description	Unit of Measure	Unit Cost
Monthly Maintenance				
1	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) Fixture Replacement: Facilitate the entire RMA (return merchandise authorization) process for LED streetlight fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) Long-Life Photocells: Removal & Replacement of a failed photocells. c) Fuses: Replacement of failed fuses. d) Fuse Holders: Replacement of failed fuse holders. e) Hand Hole Covers: Replacement of missing hand hole covers (i.e., due to theft). f) Troubleshooting: Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) Night Survey: Perform a quarterly night drive inspection of all 35,832 streetlights belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	$0.70
2	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the decorative fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) Fixture Replacement: Facilitate the entire RMA (return merchandise authorization) process for Decorative LED fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) Long-Life Photocells: Removal & Replacement of a failed photocells. c) Fuses: Replacement of failed fuses. d) Fuse Holders: Replacement of failed fuse holders. e) Hand Hole Covers: Replacement of missing hand hole covers (i.e., due to theft). f) Troubleshooting: Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) Night Survey: Perform a quarterly night drive inspection of all 399 decorative fixtures belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	$2.15
Extraordinary Maintenance (Reference pricing Only - this scope will be quoted on time and material basis)				
3	LED Replacement Cobra head	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing cobrahead fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	$80.00
4	LED Replacement Decorative	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing decorative fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	$160.00
5	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. This price is based on installing one (1) pole tag. If multiple pole tags are grouped together, in the same member agency, a lower price could be provided.	Each	$92.00
6	House side shield installation	This includes the costs associated with the installation of a house side shield on an existing LED fixture, excluding the cost of the actual shield. Material will be charged at cost plus the markup listed below.	Each	$67.00

7	Knockdown pole replacement No foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	$5,190.00
8	Knockdown pole replacement with foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	$7,920.00
9	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	Each	$220.00
10	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.	Each	$87.00
11	Overhead wiring replacement	Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.	Per Foot	$17.00
12	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that 10 poles would be scheduled for painting as a group, annually	Each	$700.00
13	USA Dig Alert	Yunex LLC typically prices this service out on a per occurrence basis. This includes the following: Our technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	Each	$245.00

Labor Rates

Item #	Item Description	Unit	Quantity	Regular Time	Overtime	Premium Time
14	Superintendent	HR	1	$98.00	N/A	N/A
15	Foreman	HR	1	$137.00	$172.00	$207.00
16	Electrician	HR	1	$130.00	$162.00	$193.00
17	Laborer	HR	1	$110.00	$159.00	$159.00

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday through Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates

Item #	Item Description	Unit	Quantity	Unit Price
18	Service Truck	HR	1	$30.00
19	Bucket Truck	HR	1	$30.00
20	Crane Truck	HR	1	$55.00

Material Markup

Item #	Item Description	Unit	%
21	Material Markup	%	15%

Yunex LLC requests the option to re-evaluate contract pricing using the US Consumer Price Index to calculate annual escalations.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this day 2nd of October, 2023, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Yunex, LLC**, a Delaware limited liability company ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Lease Agreement.

Banc of America Leasing & Capital, LLC (together with its successors and assigns, "Lessor") entered into an Equipment Lease/Purchase Agreement with each of the Member Agencies (as defined herein) in order to finance the acquisition, installation and retrofitting of streetlights within the Member Agency's jurisdiction (as amended, the "Lease Agreement"). The Parties expressly hereby agree that the Lease Agreement is not being incorporated into this Agreement and shall not be deemed a part of this Agreement.

- City of Perris
- City of San Jacinto
- City of Wildomar

2.2 Member Agency.

"Member Agency" means any and all member agencies participating in WRCOG's street light program in accordance with an Implementation Agreement. The following local agencies are Member Agencies for the purposes of this Agreement:

- City of Eastvale
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Murrieta
- City of Perris
- City of San Jacinto
- City of Wildomar
- Jurupa Community Services District

2.3 Incorporated Documents.

2.2.1 Request for Proposal. The Request for Proposal No. 23-02 ("RFP") issued by WRCOG on July 12, 2023 and the Consultant's response to the RFP dated August 2, 2023 are incorporated herein by this reference.

2.2.2 Appendices and Exhibits. Each Member Agency shall execute its own Appendix, which shall cover the following for that Member Agency: Scope of Services (Exhibit A) and Compensation (Exhibit B). The following Appendices, including their Exhibits, are attached hereto and incorporated herein by this reference:

- Appendix 1 – City of Eastvale
- Appendix 2 – City of Hemet
- Appendix 3 – Jurupa Community Services District
- Appendix 4 – City of Lake Elsinore
- Appendix 5 – City of Menifee
- Appendix 6 – City of Murrieta
- Appendix 7 – City of Perris
- Appendix 8 – City of San Jacinto
- Appendix 9 – City of Wildomar

2.4 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG and its Member Agencies on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **LED streetlight installation and ongoing operations and maintenance of street light systems** is licensed in the State of California, and is familiar with the plans of WRCOG and its Member Agencies.

2.5 Project.

WRCOG desires to engage Consultant to render such professional services for the **installation of LED street lights and the ongoing operations and maintenance of the street light systems for Member Agencies** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG and the applicable Member Agencies all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **LED street light installation and ongoing operations and maintenance of street light systems** necessary for the Project ("Services"). The Services are more particularly described in the RFP and in Exhibit "A" to each Appendix attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the Appendices and exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 1, 2023** to **December 31, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. WRCOG shall have the option to extend the term of this Agreement for one (1) additional one (1) year period, and two (2) additional six (6) month periods ("Option Term") by notifying Consultant in writing prior to the end of the term of this Agreement, or any then-current Option Term, of its election to exercise its option. The Option Term may be exercised by WRCOG on behalf of all or any number of Member Agencies, subject to prior written approval from the relevant Member Agency with respect to the extension of its respective Appendix. Compensation for work during any Option Term shall be at the rates set forth in Exhibit "B", but otherwise all other

terms and obligations of this Agreement shall continue during any Option Term.

3.1.3 Assignability of Agreement. WRCOG reserves the right to assign this Agreement to other entities, subject to prior written approval from the relevant Member Agency with respect to an assignment of its respective Appendix. Assignment(s) will be subject to the same terms and conditions included in this Agreement. Other entities shall negotiate the pricing for the Services and supplies with the Consultant and include necessary provisions for management of their specific projects. WRCOG shall have no responsibility for the Consultant's performance under any assignments.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG or any Member Agency and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance,and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall install replacement poles within 20 business days of a reported knockdown of a pole or upon approval from WRCOG or a Member Agency. At WRCOG and the Member Agency's discretion, if such pole is not replaced within the initial 20 days, a one hundred dollar ($100) bill credit will be applied to the Consultant's invoice. An additional $100 bill credit will be applied for every 15 business days thereafter that the Consultant fails to replace such pole. Consultant shall perform the Services for WRCOG and the applicable Member Agency expeditiously, within the term of this Agreement. Consultant understands and agrees that in the event that the schedule for delivery of Services to any Member Agency is delayed, for any reason whatsoever including through the fault of WRCOG or the Member Agency, the delay shall not be used as a reason for delay on the part of the Contractor in meeting the schedule for delivery of Services to any other Member Agency. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the schedule, WRCOG and the applicable Member Agency shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG or any Member Agency, Consultant shall provide a more detailed schedule of anticipated performance.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG and the applicable Member Agency.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to

terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows: Michael J. Hutchens, Steven Teal, Robert Paquette, and Candace Gallaher.

3.2.5 WRCOG's Representative. WRCOG hereby designates Daniel Soltero or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Steven Teal or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-contractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense, and without reimbursement from WRCOG or any Member Agency, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG or the applicable Member Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and/or regulations, and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend,

indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and the Member Agencies' Directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, 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 Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement / location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $5,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Member Agencies, and WRCOG and its Member Agencies' Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its Member Agencies, and WRCOG and its Member Agencies' Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG and each Member Agency (if agreed to in a written contract or agreement) before WRCOG's or any Member Agency's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella / excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG and its Member Agencies have the right but not the duty to obtain the insurance they deem necessary, and any premium paid by WRCOG and its Member Agencies will be promptly reimbursed by Consultant or WRCOG (and the applicable Member Agency) will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither WRCOG, its Member Agencies, nor any of its Member Agencies' directors, officials, officers, employees, volunteers or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG and each member Agency.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG and each Member Agency with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officers, officials, employees, agents and volunteers as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing

apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Surety Bonds. Consultant shall provide each Member Agency with a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to the Member Agency and naming the Member Agency as a co-obligee in a sum equal to the entire amount to become payable under the Appendix to this Agreement applicable to the Member Agency. Each bond shall be conditioned on the completion of the Services for that Member Agency and upon payment of all claims of subconsultants and suppliers. Consultant shall cause the surety company to add WRCOG and Banc of America Leasing & Capital LLC as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to WRCOG and Banc of America Leasing & Capital LLC promptly upon receipt thereof by Consultant. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Consultant's obligations in accordance with this Agreement and all Appendices and, if for whatever reason such proceeds are not so applied, then first to amounts due Lessor (as defined in the Lease Agreement) pursuant to Section 4.05 and 7.04 of the Lease Agreement, and any remaining amounts shall be payable to Lessee (as defined in the Lease Agreement).

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”B” attached hereto and incorporated herein by reference. Compensation does not include costs for extraordinary street light maintenance services, described in Exhibit “A.” The total compensation for Services, with the exception of extraordinary street light maintenance services described in Exhibit “A,” shall not exceed **seven million two hundred ninety-five thousand two hundred forty-four dollars ($7,295,244)** without written approval of WRCOG’s **Executive Director** and the applicable Member Agency**.** Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The monthly statement shall be submitted to WRCOG within 20 days from the end of the billing period, and individual billing for claims or special projects shall be submitted within 30 business days from the date of completion. The statement shall contain the invoice number and date; remittance address; Agreement number XXXX-XX-XXXX-XXX, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. At a minimum, Consultant shall provide a statement with sufficient detail to enable WRCOG or the Member Agency to make payment to Consultant from the appropriate account in accordance with the Paying Agent Agreement (as defined in the Lease Agreement) and/or Escrow Agreement (as defined in the Lease Agreement), as applicable (i.e., retrofit specific costs to be identified separately from other Services under this Agreement). WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 CPI Increase. In recognition of the general increase in the cost of doing business, the parties agree to an increase in the compensation rates as of July 1st of each calendar year, in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index "CPI" for the previous calendar year (January 1 through December 31) for all urban consumers in the Riverside County, California area; provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. Notwithstanding any provision herein to the contrary, Consultant may request, on or before March 31st of each year, an increase in the rates over and above the CPI adjustment upon a showing of good cause for such increase; provided that the approval or disapproval of any such request shall be made by the WRCOG in its sole and absolute discretion.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG or any applicable Member Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, subject to prior written

approval from the relevant Member Agency and by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In addition, each Member Agency may, by written notice to WRCOG and Consultant, terminate its Appendix to this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG or the applicable Member Agency, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG and its Member Agencies may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Yunex LLC**
9225 Bee Cave Rd, Building B, Suite 201
Austin, TX 78733
Attn: Steven Teal

WRCOG: **Western Riverside Council of Governments**
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Daniel Soltero

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Inspection of Installation Data and Maintenance Records

3.5.3.1 Documents & Data; Licensing of Intellectual Property. During the course of this Agreement, and upon reasonable advance notice and during normal business hours, WRCOG and its Member Agencies may inspect and examine the installation data and maintenance records specifically created or collected by Consultant under this Agreement. Upon termination or expiration of this Agreement, Consultant will provide to WRCOG and its Member Agencies the installation data and maintenance records specifically created or collected by Consultant under this Agreement. The installation data and maintenance records shall include all final installation data, customer service reports and inquiry activity, and maintenance records, but

shall not be deemed to include any proprietary, confidential, or protected information, programs, platforms, and/or materials of Consultant.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG and the relevant Member Agency, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's or any member Agency's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of WRCOG or the applicable Member Agency.

3.5.3.3 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG or any Member Agency of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 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.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG, its Member Agencies, and WRCOG and its Member Agencies' directors, officers , consultants, employees, agents, or volunteers, for any and

all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 WRCOG's Right to Employ Other Consultants. WRCOG reserves the right for itself and its Member Agencies to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG, subject to prior written approval from each applicable Member Agency to the extent such assignment, hypothecation or transfer could impact such Member Agency's Appendix. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully 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 Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officers, employees, agents and all volunteers except as otherwise specified in this Agreement. All references to Member Agencies include their elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles 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.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties, subject to prior written approval from each applicable Member Agency to the extent such supplement, modification, or amendment impacts such member Agency's Appendix.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended beneficiaries of any right or obligation assumed by the Parties with the exception of the Member Agencies, which are expressly considered to be third party beneficiaries and are entitled to enforce any and all rights held by the Member Agency itself or by WRCOG under this Agreement.

3.5.17 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.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, Director, officer, official, agent volunteer, or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the 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.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG, subject to prior written approval from the applicable Member Agency to the extent such work relates to such member Agency's Appendix. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	Yunex, LLC
By: _____	By: _____
Dr. Kurt Wilson Executive Director	Title: _____
APPROVED AS TO FORM:	ATTEST:
By: _____	By: _____
General Counsel Best Best & Krieger LLP	Its: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

APPENDIX __

MEMBER AGENCY NAME

This Appendix _ to Agreement ("Appendix") by and between WRCOG, Consultant, and [***MEMBER AGENCY ***] ("Member Agency") is made and entered into this _____day of _____ 2023. WRCOG, Consultant, and Member Agency are referred to herein as Parties.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Professional Services Agreement between WRCOG and Consultant dated _____, 2023, with the exception of the term Member Agency, which for the purposes of this Appendix will refer to [***MEMBER AGENCY NAME***] only.

2. Agreement Incorporated. The terms and provisions of the Agreement are hereby incorporated into this Appendix.

3. Member Agency Exhibits. The Parties hereby agree that the Scope of Services and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A and B, attached hereto and incorporated herein by this reference.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Dr. Kurt Wilson
Executive Director

APPROVED AS TO FORM:

By: _____

General Counsel
Best Best & Krieger LLP

Yunex, LLC

By: _____

Title: _____

ATTEST:

By: _____

Its: _____

[MEMBER AGENCY]

By: _____
[Insert Name, Insert Title]

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Understanding of the Project



It is our understanding that WRCOG is seeking a qualified firm to provide Streetlight Operation & Maintenance Services. The selected service company will be responsible for providing a continuing, comprehensive, response program for the Member Agency streetlights. The Member Agencies expectation is that the contractor will help reduce complaints, promote safety, and proactively extend the longevity of the Member Agencies streetlight equipment, thus reducing the overall operating cost.

We understand that the general Scope of Work to be done consists of scheduled and unscheduled repairs to the Member Agencies streetlight systems. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of WRCOG's streetlight systems, as outlined in the Scope of Work and in compliance with current Member Agency and State standards.

Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090.** A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that they are in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within one (1) hour** to assess and correct the reported problem. Once the problem is corrected, the technician will inform our WRCOG representative of the repair actions.

Scope of Work

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with WRCOG staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for WRCOG.

Yunex Traffic will be available to provide emergency/non-emergency streetlight related issues such as downed streetlight poles, luminaires/photocontrols not functioning, wiring issues, and other operational equipment related issues.

Yunex Traffic will perform the following tasks and activities as it relates to the maintenance of the streetlight system (36,231poles & 36,554 luminaires):

Customer Service – Provide and administer a customer service center including, at a minimum, a toll-free phone number and website to allow WRCOG and the public to report any streetlight issues (e.g., outages, knockdowns, etc.). Separately, provide a maintenance website for WRCOG staff to access. This will provide WRCOG an up-to-date summary of current and completed tasks. Yunex will use and provide an Online Maintenance System with free access to designated WRCOG staff members. The entire online system will be a real-time system. System functionality will include but not be limited to the following items:

- Work order tracking
- Work order status updates
- Asset and equipment management
- Maintenance requests
- Maintenance checklists that are maintained and updated regularly

GIS Update - Update WRCOG's GIS mapping system when new poles are replaced or added to the streetlight system.

Reports - Monthly and quarterly streetlight system reviews and reports, including outage/failure rate, knockdowns, and suggested repairs.

Meetings – Coordinate and attend regular meetings to review outstanding issues and work orders, including discussion of any billing or contract management issues.

Coordination with Outside Entities – Coordinate electrical service repairs/restoration with SCE as well as coordinate with WRCOG Staff, residents, and businesses, as-needed, for difficult to access lights.



Traffic Control – Employees are trained and certified in temporary traffic control measures, which are compliant with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Warranty Claims – Administer services for all warranty claims on behalf of the Member Agency for any luminaires, photocells, or similar streetlight equipment (smart nodes, detection devices, etc.)

Streetlight Pole Knockdowns – Respond to all calls of poles that have been knocked down, implement traffic control, confirm electrical lines are made safe, cut downed pole/luminaire arm, remove from location, and clean up all debris.

Streetlight Pole Replacement - Replacement poles will be replaced within 14 business days of reporting.

Quarterly Streetlight System Reviews (Night Inspection) – Nighttime lighting surveys will be conducted of all Member Agency owned streetlights to identify any streetlights that are non-functioning. Upon completion of such nighttime survey, Yunex will provide a report to the Member Agency of all system activity, condition, issues found, and planned or completed repairs. The report will include the nearest street address and pole number. Nighttime Lighting Surveys will be completed quarterly.

Annual Painting of Metal Poles – Provide metal pole painting based upon Member Agency approval.



LED Replacement – Replacement of LED streetlights that have been inoperative by virtue of failure. Replacement will occur within three (3) business days from notification of Yunex by Member Agency. If the cause of failure is covered under manufacture warranty, Yunex will be responsible for warranty management of defective LED fixtures which includes all aspects related to standard warranty practices. Yunex will notify the Member Agency of any undue delays in response due to the manufacturer.

LED Retrofit & Pole Tagging – Provide LED retrofit and/or pole identification tag installation services for cobra head and/or decorative streetlights.

Removal and Disposal – Provide removal and disposal services of all damaged/discarded materials. Disposal services will follow the California Recycle and Disposal Laws.

Furnish and Install House-Side Shields – Provide and install house-side shields when requested to do so by any Member Agency.

Provide a Storage Facility – Yunex's local storage facility is conveniently located in the City of Riverside, which is within minutes of each Member Agency. We have been utilizing this location to service this contract since being awarded this contract.

Compliance with all Laws – Yunex is familiar with all federal, state, and local laws and regulations regarding the Scope of Work, and follows wage and labor laws, OSHA requirements, and appropriate safety measures.

Troubleshooting – Diagnose and repair any Member Agency owned inoperable streetlights. Repairs will be completed within three (3) working days or less.

Spare Inventory – Yunex will warehouse sufficient spare inventories such as poles, luminaires, ballasts, photocells, nodes, fuse holders, fuses, wire, pull box lids, hand hole covers, electrical services, pole identification tags, and other electrical components.



Extraordinary, Emergency, and After-hours Maintenance - For streetlight maintenance issues that fall outside of the standard maintenance scope above, Yunex will provide services billed on a time & materials basis. Example of Extraordinary, Emergency, and After-hours Maintenance includes the following: traffic accidents, tree fall or power surges that may occur, resulting in the streetlights being damaged and needing to be replaced, though the frequency may vary considerably. All Extraordinary, Emergency, and After-hours Maintenance work must be preapproved by the Member Agency prior to the work being completed.

The following items have specifically been identified as, but are not limited to, Emergency and after-hours maintenance:

- Emergency response - 24 hours and day 7 days a week

- Streetlight pole knockdown response
- Damaged/leaning poles
- Luminaire repairs or replacement
- Photocell replacement
- Fuse and/or fuse holder replacement
- False calls
- Wiring replacement
- Pole graffiti abatement
- Pole painting
- House side shield purchase and installation

Additional offerings available to WRCOG:

USA Dig Alert Services

Yunex Traffic will respond to all Underground Service Alert (USA) requests/notices or at the request of Member Agency staff for the marking and protection of streetlight underground facilities such as electrical conduits, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our ***own in-house*** technicians are equipped and certified with the proper locating devices provided by Metrotech.



On-Line Portal (Service Business Platform @ITS)
Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.

SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.

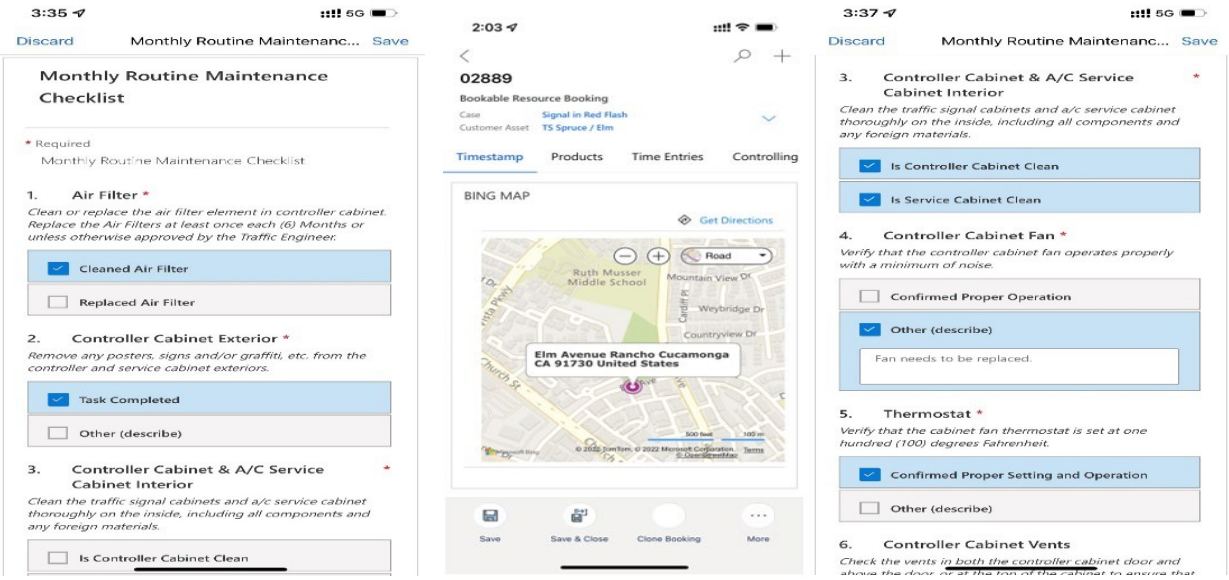
When creating a new service request, the SBP will query the location history and will flag the order if it is a repeated call out or duplicate order.

Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.

The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.

Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

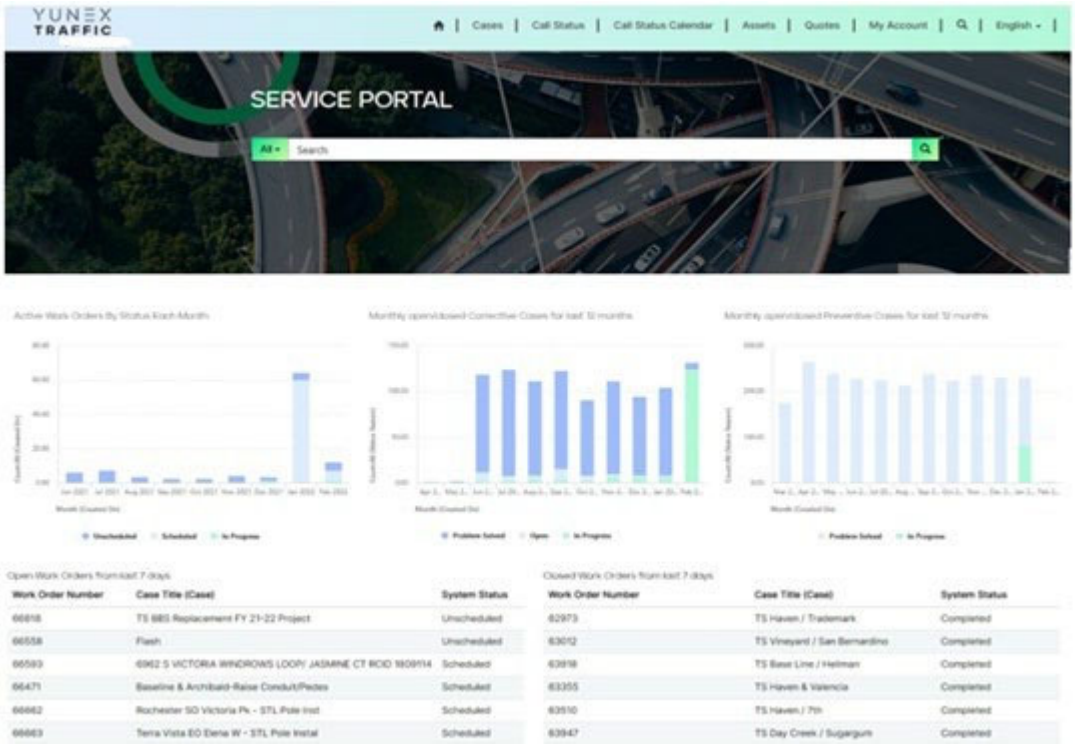


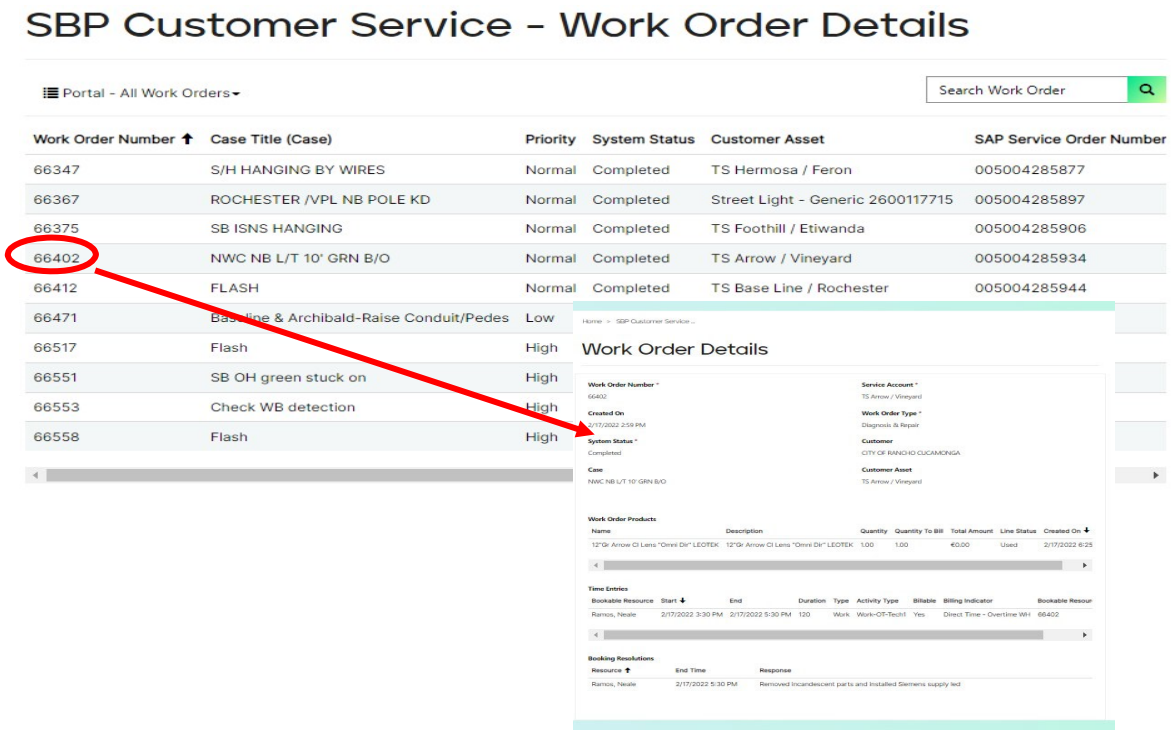


Customer Portal

The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, and event reporting
- Asset management (including digital photographs, GIS data, etc.)





Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside

Date Completed: **Fri, MAR/18/2016 01:00** Work Order #: **5002764108** Debit Memo Req. **3801177197**

Description: **NEC POLE KD * CALLER: PD**

Response: **REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.**

Item:	Qty and Unit Cost	Extra Charges	Routine Maint.
ELECTRICIAN (RT)	12.000 H @ per H	$	$ 0.00
ELECTRICIAN (OT)	8.000 H @ per H	$	$ 0.00
ELECTRICIAN (PT)	6.000 H @ per H	$	$ 0.00
SERVICE BUCKET TRUCK	26.000 H @ per H	$	$ 0.00
MATERIALS	1 PC @ per PC	$	$ 0.00
	Visit Total	$	$ 0.00
	Total	$	$ 0.00 $

EXHIBIT "B"

COMPENSATION
BILLING RATES

	Item	Description	Unit of Measure	Unit Cost
Monthly Maintenance				
1	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) Fixture Replacement: Facilitate the entire RMA (return merchandise authorization) process for LED streetlight fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) Long-Life Photocells: Removal & Replacement of a failed photocells. c) Fuses: Replacement of failed fuses. d) Fuse Holders: Replacement of failed fuse holders. e) Hand Hole Covers: Replacement of missing hand hole covers (i.e., due to theft). f) Troubleshooting: Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) Night Survey: Perform a quarterly night drive inspection of all 35,832 streetlights belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	$0.70
2	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the decorative fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) Fixture Replacement: Facilitate the entire RMA (return merchandise authorization) process for Decorative LED fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) Long-Life Photocells: Removal & Replacement of a failed photocells. c) Fuses: Replacement of failed fuses. d) Fuse Holders: Replacement of failed fuse holders. e) Hand Hole Covers: Replacement of missing hand hole covers (i.e., due to theft). f) Troubleshooting: Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) Night Survey: Perform a quarterly night drive inspection of all 399 decorative fixtures belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	$2.15
Extraordinary Maintenance (Reference pricing Only - this scope will be quoted on time and material basis)				
3	LED Replacement Cobra head	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing cobrahead fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	$80.00
4	LED Replacement Decorative	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing decorative fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	$160.00
5	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. This price is based on installing one (1) pole tag. If multiple pole tags are grouped together, in the same member agency, a lower price could be provided.	Each	$92.00
6	House side shield installation	This includes the costs associated with the installation of a house side shield on an existing LED fixture, excluding the cost of the actual shield. Material will be charged at cost plus the markup listed below.	Each	$67.00

7	Knockdown pole replacement No foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	$5,190.00
8	Knockdown pole replacement with foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	$7,920.00
9	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	Each	$220.00
10	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.	Each	$87.00
11	Overhead wiring replacement	Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.	Per Foot	$17.00
12	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that 10 poles would be scheduled for painting as a group, annually	Each	$700.00
13	USA Dig Alert	Yunex LLC typically prices this service out on a per occurrence basis. This includes the following: Our technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	Each	$245.00

Labor Rates

Item #	Item Description	Unit	Quantity	Regular Time	Overtime	Premium Time
14	Superintendent	HR	1	$98.00	N/A	N/A
15	Foreman	HR	1	$137.00	$172.00	$207.00
16	Electrician	HR	1	$130.00	$162.00	$193.00
17	Laborer	HR	1	$110.00	$159.00	$159.00

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday through Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates

Item #	Item Description	Unit	Quantity	Unit Price
18	Service Truck	HR	1	$30.00
19	Bucket Truck	HR	1	$30.00
20	Crane Truck	HR	1	$55.00

Material Markup

Item #	Item Description	Unit	%
21	Material Markup	%	15%

Yunex LLC requests the option to re-evaluate contract pricing using the US Consumer Price Index to calculate annual escalations.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: November 8, 2023

SUBJECT: Agreement with Architerra, Inc. dba Architerra Design Group for Landscape Architecture and Construction Management Services for the Landscape Maintenance District Enhancements Project (CIP 100)

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

ACTION:
1. Authorize the City Manager to execute a Services Agreement in the amount of $300,000 with Architerra, Inc. for landscape architecture and construction management services for the Landscape Maintenance District Enhancements Project.

2. Approve a budget appropriation of $335,000 in revenue and expenditures for various funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate maintenance district funds to the Project.

SUMMARY:
The proposed agreement will provide the necessary professional services to prepare design plans and oversee construction to improve and enhance the conditions of older landscaping in several landscape maintenance districts. This will enhance landscaping Citywide, increase landscaping uniformity, and help bring existing areas into conformance with current landscaping and irrigation guidelines.

BACKGROUND:
The City provides landscape maintenance services in various maintenance districts throughout the City. These maintenance districts include Landscape and Lighting Maintenance Districts (LLMDs), Community Facilities Districts (CFDs), and Community Services Areas (CSAs). Each maintenance district may have multiple zones and locations that consist of residential communities or commercial developments. Once a development project is constructed and accepted for maintenance, the City begins landscape maintenance services within that location. Many of the locations currently maintained by the City were

constructed prior to the City's incorporation and are not consistent with current landscaping guidelines regarding plant selection or irrigation systems. In certain zones, various plants are due for replacement or replenishment. Also, older sprinkler-based irrigation systems serving traditional landscaping are subject to more frequent maintenance than newer drip-irrigation systems serving drought-tolerant landscaping.

DISCUSSION:
Before proceeding with plant replenishments and irrigation system upgrades Citywide, the City advertised a Request for Proposals (RFP) for Landscape Architecture Services and Construction Management Services. The Request for Proposals included three phases in the requested scope of services as summarized below.

Scope of Services Phasing

1. Existing Conditions Evaluation and Recommendations
2. Landscape Architectural Design Services (Plan Preparation)
3. Construction Management Services

Phase 1 includes an evaluation of the existing landscaping conditions throughout all of the maintenance districts. The awarded consultant will review each location and provide recommendations to the City regarding enhancements and improvements to be made in each location. The consultant will also provide a prioritization list to the City to identify which locations should be addressed in an initial phase of construction.

Phase 2 includes the preparation and approval of landscape plans, specifications, and estimates that will incorporate the recommendations from Phase 1. Phase 2 will also include the advertisement of the approved plans to request construction bids.

Phase 3 includes the construction management services necessary to oversee and inspect the installation of new planting and irrigation Citywide.

In response to the RFP, the City received one proposal from Architerra, Inc. dba Architerra Design Group (Architerra). Staff has reviewed the proposal and has determined that it adequately addresses the scope of services requested in the RFP and is reasonable in scope and fee. A copy of Architerra's proposal for the requested services is included as Exhibit "A" of the proposed Professional Services Agreement (Agreement), included as Attachment A of this staff report. The total cost for Architerra's proposal is not to exceed $267,100. To address unforeseen or unexpected items, a total not to exceed cost of $300,000 has been included in the proposed Agreement. Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with Architerra Design Group for landscape architecture and construction management services for the Landscape Maintenance District Enhancements Project (CIP 100, Project).

A proposed capital project detail sheet and budget has also been prepared for the Project and

is included as Attachment B. Included in the Project budget is $35,000 in funding to cover City staff costs to oversee and administer the Project. The total proposed Project budget at this time is $335,000. Staff recommends that the City Council approve a budget appropriation of $335,000 in revenue and expenditures for various funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate maintenance district funds to the Project.

Construction administration/management costs are included in the current Project budget, but construction costs have not been estimated and are unknown at this time. During the design phase of the Project and prior to advertising a request for construction bids, construction costs will be estimated. After the City receives construction bids for the proposed landscape improvements, staff will bring forward a recommended construction contract to the City Council for award. At that time, a construction budget will be provided with a corresponding budget appropriation and adjustment request.

FISCAL IMPACT:
Funding for the Project is proposed to come from LLMD, CFD, and CSA maintenance district fund accounts that correspond to the various locations that will be included in and benefit from the Project. The budget for each zone is based on the total number of locations in each zone that are included in the Project. A zone with a larger budget represents a zone with more locations that are included in and benefitting from this Project. A summary of each zone, the total number of locations within each zone included in the Project, and the corresponding revenues and expenditures are included in the Account Code section of this staff report.

There is no impact to the General Fund at this time.

ACCOUNT CODE:
Budget Amendments (FY 23/24)

Fund	Number of Locations	Revenues	Expenditures
251 - LLMD Zone 3	12	$ 160,800	$ 160,800
251 - LLMD Zone 29	1	$ 13,400	$ 13,400
251 - LLMD Zone 30	2	$ 26,800	$ 26,800
251 - LLMD Zone 42	1	$ 13,400	$ 13,400
251 - LLMD Zone 51	1	$ 13,400	$ 13,400
251 - LLMD Zone 52	1	$ 13,400	$ 13,400
251 - LLMD Zone 67	1	$ 13,400	$ 13,400

251 - LLMD Zone 71	1	$ 13,400	$ 13,400
251 - LLMD Zone 181	1	$ 13,400	$ 13,400
260 - CFD Zone 1 and 2	1	$ 13,400	$ 13,400
261 - CFD Zone 3	1	$ 13,400	$ 13,400
263 - CFD Zone 5	1	$ 13,400	$ 13,400
253 - CSA 103	1	$ 13,400	$ 13,400

ATTACHMENTS:

A - Services Agreement

B - Project Detail Sheet and Budget

AGREEMENT FOR SERVICES

LANDSCAPE ARCHITECTURALAND CONSTRUCTION PROJECT MANAGEMENT SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

ARCHITERRA, Inc.,

a California corporation

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
ARCHITERRA

This Agreement for Services ("Agreement") is entered into as of this 8th day of November, 2023 by and between the City of Wildomar, a municipal corporation ("City") and Architerra, Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

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

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Thousand dollars ($300,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

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

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

surveys, reports, data, notes, computer files, files and other documents.

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

SECTION 16. INDEMNIFICATION.

A. General

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

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

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

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

B. Design Professional Indemnification

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

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

(2) As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Design Professional agrees to indemnity, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Design Professional's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

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

(4) City's Negligence. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not

release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be

returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Service Provider: Architerra, Inc.
Attn: Richard Krumwiede
10221-A Trademark St.
Rancho Cucamonga, CA 91730

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

ARCHITERRA

By: _____
Richard Krumwiede
Its: President, Secretary

By: _____
_____
Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

RIV #4821-1277-4564 v1

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_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

_____

_____

RIV #4821-1277-4564 v1

EXHIBIT "A"
SCOPE OF SERVICES

Note: In the event there are any conflicts between the terms of this Agreement and the terms of the attached scope of services prepared by Service Provider, the language in this Agreement shall control.

I. Service Provider will perform the following Services:

A. Landscape Architecture and Construction Management Services per the attached "Landscape Architectural Services Proposal, Landscape District Enhancements, Wildomar, CA" (Consultant's Scope of Services).

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

A. Per the attached Consultant's Scope of Services, or as otherwise agreed to by the City and Service Provider.

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

A. Per the attached Consultant's Scope of Services, or as otherwise agreed to by the City and Service Provider.

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

A. Per the attached Consultant's Scope of Services, or as otherwise agreed to by the City and Service Provider.

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

A. Per the attached Consultant's Scope of Services, or as otherwise agreed to by the City and Service Provider.

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

A. Per the attached Consultant's Scope of Services, or as otherwise agreed to by the City and Service Provider.

ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

October 30th, 2023

Mr. Jason Farag

Director of Public Works

City of Wildomar

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, LANDSCAPE MAINTENANCE DISTRICT ENHANCEMENTS, WILDOMAR, CA

Dear Mr. Farag

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and The City of Wildomar (Client).

PROJECT OVERVIEW

The City of Wildomar currently oversees and maintains lighting, landscape, irrigation, and hardscape improvements within Lighting and Landscape Maintenance Districts (LLMD) and Community Facility Districts (CFD) throughout the City. Many of these areas were installed prior to the incorporation of the City and the development of standards for publicly maintained landscape. The City of Wildomar has since adopted landscape and irrigation standards that focus on drought tolerant and low maintenance plant material as well as MWELO compliant irrigation design.

Due to budget constraints, a minimal amount of maintenance has been provided for LLMD and CFD areas. This maintenance did not include replacement of plant material or conversion of irrigation systems to meet current City and State efficiency requirements. As a result of these practices, many landscapes have become worn or barren in appearance and have non-compliant irrigation systems that are no longer supported by current technologies.

There have been 25 publicly maintained zones identified by the city in LLMD 89-1-C, CFD 2013-1 and CFD 2022-1 that require renovation of the existing landscape and irrigation.

ADG will evaluate these zones to determine conceptual planting and irrigation retrofit design strategies for improved appearance, the development of a "signature" city plant palette, and conformance to current City standards. We will determine the level of enhancement required for each location. We will also assist the City in determining where to start the enhancement by identifying the highest need areas, preparing conceptual phasing plans, and determining initial improvement budgets.

Upon approval of the conceptual landscape and phasing plans, we will begin preparing landscape documents for five high priority zones based on the level of enhancements deemed necessary for each zone. Demolition, Irrigation and Planting plans will be prepared for each of the 5 zones. Final construction estimates and technical specifications will be prepared for each zone based on the final enhancements.

Upon completion of the original five high priority zones, Demolition, Irrigation and Planting plans will be prepared for the remaining zones as well as final construction estimates and technical specifications based on the City's priorities/direction. ADG will assist the City in advertising for construction bids and in reviewing and evaluating the bids for both phases.

Once the City has selected a contractor and issued the Notice to Proceed, ADG will provide Construction Administration services for the duration of both construction periods.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

A. Conceptual Design:

1. Attend project Kick-Off meeting with City staff to discuss the project goals, schedules, and deliverables.
2. Visit 25 zones and photograph/document existing onsite plant materials, irrigation systems, and relevant off-site conditions.
3. Prepare conceptual plant palette for "typical" plant replacement areas, focusing on developing an appropriate drought tolerant "signature" plant palette for the LMD maintained areas.
4. Prepare irrigation controller retrofit or replacement requirements.
5. Prepare typical irrigation retrofit or replacement strategies.
6. Prepare a list of recommended improvements or upgrades for each zone consistent with the City's Landscape Design Standards.
7. Prepare cost analysis spreadsheets for demolition and retrofit of "typical condition" landscape areas.
8. Develop a priority list of all zones based on existing conditions and the extent of improvements or upgrades needed in each zone.

9. Meet with City Staff to review retrofit sites to determine phasing and scope of work prior to preparation of construction bid documents.
10. Prepare a scope and fee for the preparation of Landscape and Irrigation Plans for each of the zones.
11. Project Administration.
12. Telephone Consultation.

B. Construction Documents and Bidding Assistance Phase 2A & 2B (Sample Scope of Work Subject to Revisions as Determined in Phase 1):

1. CAD Base sheet Development from City supplied PDF files of original plans and current site conditions on 24"x36" sheets. (total sheets TBD)
2. Title sheet preparation.
3. Utility research (Irrigation Point of Connection, Pressure)
4. Demolition Plan preparation with removals and notes for items to protect in place based on new renovation designs.
5. Irrigation Plan preparation.
6. Irrigation Detail preparation.
7. Prepare Water Efficiency Landscape Worksheet.*
8. Prepare 2 irrigation Controller Charts.*
9. Planting Plan preparation.
10. Planting Detail preparation.
11. Prepare Planting/Irrigation Hydro-zone Plan.
12. Irrigation and Planting Specifications.
13. Preparation of Final Cost Estimates
14. Prepare Annual Irrigation and Planting Maintenance Schedule.*
15. Client progress meetings. (Phase 2A: 2 virtual meetings, & Phase 2B: 2 virtual meetings)
16. In-house plan checking and agency plan check corrections.
17. Agency processing of completed plans.
18. Assist the City in advertising a Request for Construction Bids.
19. Attend pre-bid meeting (Phase 2A: 1 in-person meeting, Phase 2B: 1 in-person meeting)
20. Assist the City in responding to Requests for Information, and prepare addenda as needed.
21. Assist the City in reviewing and evaluating bids submitted.
22. Project Administration.

C. Construction Administration Phase 3A & 3B:

1. Site kick-off meeting with the City and Contractor. (one meeting)
2. Review construction material submittals, and oversight of the construction contract.
3. Respond to Contractor Requests for Information/Clarification
4. Perform daily site observations to ensure compliance with the Construction Contract Documents (Phase 3A: 4 hours per day, 5 days per week for 10 weeks, Phase 3B: 8 hours per day, 5 days per week for 10 weeks).
5. Prepare Daily Inspection Reports (5 reports per week for 10 weeks).
6. Prepare Change Orders, as needed.
7. Prepare weekly Statements of Working Days.
8. Prepare Progress Payments.
9. Review Certified Payroll Records submitted by the Contractor.
10. Coordinate with Contractor and City Project manager

* Items required for AB 1881 California Water Efficient Landscape Ordinance.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

We estimate the following "hourly not to exceed" fee breakdown by phase:

A.	Conceptual Design:	$25,000.00
B.	Construction Documents:	
	• Phase 2A (5-sites):	$33,300.00
	• Phase 2B (20 sites):	$85,350.00
C.	Construction Administration:	
	• Phase 3A (5-sites):	$44,150.00
	• Phase 3B (20 sites):	$73,300.00
	Professional Fee Total (all phases):	**$261,100.00**
	Estimated Reimbursable Expenses**	$6,000.00
	Estimated Fee Total:	$267,100.00

***We estimate that the cost of Reimbursable Expenses will be approximately the amount noted above. Reimbursable Expenses incurred are based on the demands/needs of the Client and may include items such as:*

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

- *All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.*
- *Cost of postage and shipping expenses other than first class mail.*
- *Photographic services, film and processing.*
- *Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.*
- *Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project. (Plan check fees, variance applications, etc.).*
- *Fees for additional special consultants retained with the approval of Client.*
- *Outside Agronomical Soil Testing.*

ARCHITERRA DESIGN GROUP BILLING RATES:

Principal	$200.00/Hour
Director	$175.00/Hour
Project Manager	$135.00/Hour
Landscape Designer	$125.00/Hour
CAD Draftsman	$100.00/Hour
Clerical	$65.00/Hour

GENERAL WORK PROGRAM AND TIMETABLE

ADG proposes the following timetable for completion of this Project after receipt of all necessary information from Client or Client's Consultants as listed under "Owners/Architects Responsibility".

TASK	PHASE	TIMELINE
A.	Conceptual Design Phase	
	• Notice to Proceed	November 13,2023
	• Conceptual Plan & Report Completed	December 1, 2023
	• City review of Conceptual Materials Completed	December 22, 2023
B.	Construction Document & Bidding Phase	
	• Complete High Priority Area Plans	March 4, 2024
	• Complete Remaining Area Plans	June 30, 2024
	• Advertise High Priority Area Plans for Bid	March 4, 2024
	• Open High Priority Area Bids	March 25, 2024
	• Advertise Remaining Area Plans for Bid	July 10, 2024
	• Open Remaining Area Bids	July 31, 2024
C.	Construction Administration Phase	

- Award Contract for High Priority Areas April 10, 2024
- Complete Construction of High Priority Areas June 14, 2024
- Award Contract for Remaining Areas August 14, 2024
- Complete Construction of Remaining Areas October 31, 2024

ADG shall render its services as expeditiously as is consistent with professional skill and care. ADG shall not be responsible for delays that may occur due to causes beyond ADG's reasonable control.

DEVELOPMENT BUDGETS

A. During the conceptual Design Phase, a proposed development budget for all items of work under the scope of services shall be established and approved.

DESIGN APPROVAL

Mr. Jason Farag has been designated as the person responsible for design direction to ADG for this Project and has the authority for design approval. In the event that the design, as approved by Mr. Farag is rejected by others, and redesign is required, such redesign shall be compensated as Additional Services.

MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to two meetings during the Conceptual Design Phase and two meetings during each of the Construction Document Phases for coordination with Client, agencies, or consultants. Daily Construction Administration site visits are included for the anticipated 10-week duration of construction for each phase for a maximum of 50 visits per phase. Additional meetings or site visits shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

OWNER'S/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

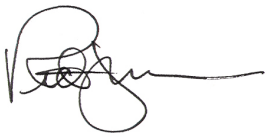
1. Topography and boundary surveys.
2. Architectural plans and elevations of any proposed structures.
3. Engineered site plan with building footprints, streets, curbs, and property lines.
4. Rough and precise grading plan for project site.
5. Soils testing and/or engineering.
6. Existing site engineering and utility base information.

7. Overhead aerial photographs at controlled scale.
8. Engineering other than that provided within the Scope of Services.
9. Agency processing of completed plans.
10. Arborist's Report

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,



Richard Krumwiede

President

CA PLA #2834

Accepted: City of Wildomar

By:_____

Title:_____

Date:_____

ARCHITERRA DESIGN GROUP, INC.

HOUR & COST PROJECTIONS
JOB NAME: LLMD Renovations Construction Documents and Construction Administration
CLIENT: City of Wildomar
CONTACT: Jason Farag
DATE: 10/30/23
PREPARED BY: Kay

LLMD/CFD PEER REVIEW REPORT & DEVELOPMENT OF PSE SCOPE OF WORK	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
PROJECT KICK-OFF MEETING	1	1	1	2			5	$760.00
SITE VISITS - 25 LLMD/CFD ZONES				52			52	$6,500.00
CONCEPTUAL PLANT PALETTE		2	2	4			8	$1,120.00
CONCEPTUAL IRRIGATION RETROFIT REPORT		1	1	4			6	$810.00
REPORT - 25 LLMD/CFD AREA ENHANCMENTS		2	2	40			44	$5,620.00
COST ESTIMATES - 25 LLMD/CFD AREAS			2	30			32	$4,020.00
MEET WITH AGENCY TO REVIEW REPORT & PSE SCOPE	2	2	2	4			10	$1,520.00
PSE SCOPE AND FEES			4				4	$540.00
PROJECT ADMINISTRATION & COMMUNICATIONS	1	1	28				30	$4,155.00
TOTALS	**4**	**9**	**42**	**136**	**0**	**0**	**191**	**$25,045.00**

GRAND TOTAL (PHASE 1)	**$25,045.00**

CONSTRUCTION DOCUMENT PHASE 2A (HIGH PRIORITY/5 SITES):	PRINCIPAL	DIR. OF DESIGN	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
CAD BASE SHEET DEVELOPMENT (4 HRS/5 AREAS)			5	5	10		20	$2,300.00
*TITLE SHEET/PROJECT INFO.			5	5	5		15	$1,800.00
UTILITY RESEARCH				5			5	$625.00
DEMOLITION PLAN			10		10		20	$2,350.00
IRRIGATION PLAN (5 HRS/AREA)			10		15		25	$2,850.00
IRRIGATION DETAILS					3		3	$300.00
*PREPARE WATER EFFICIENT LNDSCP. WKSHT.			10				10	$1,350.00
*PREP. 2 IRRIG. CONTROLLER CHARTS			10				10	$1,350.00
PLANTING PLAN (5 HRS/AREA)		5	5		15		25	$3,050.00
PLANTING DETAILS					3		3	$300.00
PLANTING/IRRIGATION HYDROZONE PLAN (5 AREAS @ 1 HR EA.)					5		5	$500.00
IRRIGATION & PLANTING SPECIFICATIONS			5				5	$675.00
COST ESTIMATE (FINAL)			5		10		15	$1,675.00
*SOILS TEST & REPORT TIME (THIRD PARTY REPORT BILLED AS REIMB)			2				2	$270.00
*PREPARE ANNUAL IRRIG. & PLNTG. MAINT. SCH.			5				5	$675.00
PACKAGE COORDINATION			10				10	$1,350.00
MEET W/AGENCY (2 VIRTUAL MTGS.)		4	4				8	$1,240.00
MEETING PREPARATION			6				6	$810.00
PLAN CHECKING		10					10	$1,750.00
PLAN CHECK CORRECTIONS (IN-HOUSE/AGENCY)			4		12		16	$1,740.00
AGENCY PROCESSING			5				5	$675.00

BID FORM PREPARATION			8				8	$1,080.00
ATTEND PRE-BID MEETING			3				3	$405.00
ANSWER RFI'S			4				4	$540.00
PREPARE ADDENDUM			2				2	$270.00
REVIEW BIDS/ASSIST CITY WITH EVALUATION			8				8	$1,080.00
PROJECT ADMINISTRATION & COMMUNICATIONS			17				17	$2,295.00
TOTALS	**0**	**19**	**143**	**15**	**88**	**0**	**265**	**$33,305.00**

* AB 1881 COMPLIANCE ITEMS

CONSTRUCTION DOCUMENT PHASE 2B (REMAINDER/20 SITES):	PRINCIPAL	DIR. OF DESIGN	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
CAD BASE SHEET DEVELOPMENT (4 HRS/20 AREAS)			10	10	60		80	$8,600.00
*TITLE SHEET/PROJECT INFO.			10	10	10		30	$3,600.00
UTILITY RESEARCH				10			10	$1,250.00
DEMOLITION PLAN			20	10	60		90	$9,950.00
IRRIGATION PLAN (5 HRS/AREA)			25		75		100	$10,875.00
IRRIGATION DETAILS					10		10	$1,000.00
*PREPARE WATER EFFICIENT LNDSCP. WKSHT.					10		10	$1,000.00
*PREP. 2 IRRIG. CONTROLLER CHARTS					10		10	$1,000.00
PLANTING PLAN (5 HRS/AREA)		10	15		75		100	$11,275.00
PLANTING DETAILS					10		10	$1,000.00
PLANTING/IRRIGATION HYDROZONE PLAN (20 AREAS @ 0.5 HRS EA.)					10		10	$1,000.00
IRRIGATION & PLANTING SPECIFICATIONS					10		10	$1,000.00
COST ESTIMATE (FINAL)			20		40		60	$6,700.00
*SOILS TEST & REPORT TIME (THIRD PARTY REPORT BILLED AS REIMB)			5				5	$675.00
*PREPARE ANNUAL IRRIG. & PLNTG. MAINT. SCH.			20				20	$2,700.00
PACKAGE COORDINATION			20				20	$2,700.00
MEET W/AGENCY (2 VIRTUAL MTG.)		4	4				8	$1,240.00
MEETING PREPARATION			3				3	$405.00
PLAN CHECKING		30					30	$5,250.00
PLAN CHECK CORRECTIONS (IN-HOUSE/AGENCY)			10		30		40	$4,350.00
AGENCY PROCESSING			10				10	$1,350.00
BID FORM PREPARATION			6				6	$810.00
ATTEND PRE-BID MEETING			3				3	$405.00
ANSWER RFI'S			4				4	$540.00
PREPARE ADDENDUM			2				2	$270.00
REVIEW BIDS/ASSIST CITY WITH EVALUATION			7.5				7.5	$1,012.50
PROJECT ADMINISTRATION & COMMUNICATIONS			40				40	$5,400.00
TOTALS	**0**	**44**	**234.5**	**40**	**410**	**0**	**728.5**	**$85,357.50**

* AB 1881 COMPLIANCE ITEMS

CONSTRUCTION ADMINISTRATION PHASE 3A (HIGH PRIORITY/5 SITES):	PRINCIPAL	DIR. OF DESIGN	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
CONTRACTOR KICK OFF/SITE MEETING			6				6	$810.00
SUBMITTAL REVIEW/SHOP DRAWING REVIEW			20				20	$2,700.00
RFI RESPONSE			10				10	$1,350.00
SITE INSPECTION (4 HRS/DAY, 5 DAYS/WEEK, 10 WEEKS)			200				200	$27,000.00

OBSERVATION REPORT / PUNCH LIST			50				50	$6,750.00
PREPARE CHANGE ORDER			5				5	$675.00
WEEKLY WORKING DAYS STATEMENTS			10				10	$1,350.00
PROGRESS PAYMENTS/REVIEW PAYROLL			20				20	$2,700.00
PROJECT ADMINISTRATION & COMMUNICATIONS			6				6	$810.00
TOTALS	**0**	**0**	**327**	**0**	**0**	**0**	**327**	**$44,145.00**

CONSTRUCTION ADMINISTRATION PHASE 3B (REMAINDER/20 SITES):	PRINCIPAL	DIR. OF DESIGN	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
CONTRACTOR KICK OFF/SITE MEETING			6				6	$810.00
SUBMITTAL REVIEW/SHOP DRAWING REVIEW			20				20	$2,700.00
RFI RESPONSE			10				10	$1,350.00
SITE INSPECTION (8 HRS/DAY, 5 DAYS/WEEK, 10 WEEKS)			400				400	$54,000.00
OBSERVATION REPORT / PUNCH LIST			50				50	$6,750.00
PREPARE CHANGE ORDER			5				5	$675.00
WEEKLY WORKING DAYS STATEMENTS			10				10	$1,350.00
PROGRESS PAYMENTS/REVIEW PAYROLL			20				20	$2,700.00
PROJECT ADMINISTRATION & COMMUNICATIONS			22				22	$2,970.00
TOTALS	**0**	**0**	**543**	**0**	**0**	**0**	**543**	**$73,305.00**
HOURLY BILLING RATES	$200.00	$175.00	$135.00	$125.00	$100.00	$65.00		

GRAND TOTAL ALL PHASES	**$261,157.50**

ESTIMATED REIMBURSABLE ALLOWANCE FOR MILEAGE AND THIRD-PARTY SOIL TESTING	**$6,000.00**

EXHIBIT "B"
COMPENSATION

Note: In the event there are any conflicts between the terms of this Agreement and the terms of the attached compensation schedule prepared by Service Provider, the language in this Agreement shall control.

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

A. Per Exhibit “A”, Scope of Services.

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor shall be per Exhibit “A”, Scope of Services, or as otherwise agreed to by the City provided the total compensation of the Services shall not exceed what is shown in Section IV of this exhibit.

IV. The total compensation for the Services shall not exceed $300,000, 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
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Landscape Maintenance District Enhancements**	**CIP NO.:**	100	**DEPT:**	Public Works
LOCATION:	Citywide (LLMDs, CFDs, CSAs)	**CATEGORY:**	Other	**MANAGER:**	Terri Abercrombie
INITIATED:	FY 23/24				

PROJECT DESCRIPTION AND EXHIBIT

This project will upgrade existing landscaping and irrigation in Landscape and Lighting Maintenance Districts (LLMDs), Community Facilities Districts (CFDs), and Community Services Areas (CSAs).



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ 33,000				$ 33,000	$ -	$ -	$ -	$ -
Design/PS&E	150,000				150,000	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	-				TBD	-	-	-	-
Const Admin/Inspect.	152,000				152,000	-	-	-	-
Total Cost:	**$ 335,000**				**$ 335,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
251 - LLMD Zone 3	$ 160,800				$ 160,800	$ -	$ -	$ -	$ -
251 - LLMD Zone 29	13,400				13,400	-	-	-	-
251 - LLMD Zone 30	26,800				26,800	-	-	-	-
251 - LLMD Zone 42	13,400				13,400	-	-	-	-
251 - LLMD Zone 51	13,400				13,400	-	-	-	-
251 - LLMD Zone 52	13,400				13,400	-	-	-	-
251 - LLMD Zone 67	13,400				13,400	-	-	-	-
251 - LLMD Zone 71	13,400				13,400	-	-	-	-
251 - LLMD Zone 181	13,400				13,400	-	-	-	-
260 - CFD Zone 1 and 2	13,400				13,400	-	-	-	-
261 - CFD Zone 3	13,400				13,400	-	-	-	-
263 - CFD Zone 5	13,400				13,400	-	-	-	-
253 - CSA 103	13,400				13,400	-	-	-	-
	-				-	-	-	-	-

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: November 8, 2023

SUBJECT: Funding Agreements with the Riverside County Transportation Commission for the Clinton Keith Rd. Widening and Bundy Canyon Rd. Improvement, Segments 2 and 3, Projects

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

ACTION:
1. Authorize the City Manager to execute the following agreements with the Riverside County Transportation Commission (RCTC):
   - Agreement for the Funding of TUMF and Measure A Regional Arterial Improvements with the City of Wildomar for Clinton Keith Road Widening Project
   - Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 2
   - Agreement for the Funding of Measure A Regional Arterial Improvements with the City of Wildomar for Bundy Canyon Road Improvement Project, Segment 3

2. Authorize the City Manager to approve and execute amendments related to each of the three agreements that are non-substantive in nature.

3. Approve budget appropriations and increases in revenue budgets for Fund 508 to allocate available grant funds to the three projects as identified in the Fiscal Impact and Account Code sections of this staff report.

SUMMARY:
The City of Wildomar was recently awarded grant funds from the Riverside County Transportation Commission (RCTC) for the construction of the Clinton Keith Rd. Widening and Bundy Canyon Rd. Improvement, Segments 2 and 3, Projects. Funding agreements for the grant funding must now be executed between the City and RCTC.

BACKGROUND:
In April 2023, the City of Wildomar submitted three grant funding applications to the Riverside County Transportation Commission (RCTC) under their 2023 Measure A Regional Arterials

Call for Projects. The City's applications included construction funding requests for the Clinton Keith Rd. Widening Project, the Bundy Canyon Rd. Improvement Project, Segment 2, and the Bundy Canyon Rd. Improvement Project, Segment 3.

The City's funding requests for the Clinton Keith Rd. Widening Project and the Bundy Canyon Rd. Improvement Project, Segment 2, were both approved. In addition, partial funding for the Bundy Canyon Rd. Widening Project, Segment 3, was also approved.

DISCUSSION:
The next step in the grant award process is to execute funding agreements with RCTC for each of the three projects that will receive funding. Among other things, the funding agreements identify the total funding that each project will receive from RCTC, the City's local matching fund commitment, the fund source (TUMF and/or Measure A), and other provisions that will govern the City's receipt and use of the funds. Copies of the three funding agreements are included as Attachment A (Clinton Keith Rd.), Attachment B (Bundy Canyon Rd., Segment 2), and Attachment C (Bundy Canyon Rd., Segment 3).

Staff recommends that the City Council authorize the City Manager to execute all three agreements with RCTC and to execute future amendments related to each agreement that are non-substantive in nature.

Staff also recommends that the City Council approve budget appropriations and increases in revenue budgets for Fund 508 (Local Grants) to allocate available grant funds to the three projects as identified in the Fiscal Impact and Account Code sections of this staff report.

FISCAL IMPACT:
Funding for the Clinton Keith Rd. Widening Project and the Bundy Canyon Rd. Improvement Project, Segment 2, is included in the adopted 5-Year Capital Improvement Program (CIP) for FY 23/24. Both projects included an unfunded amount for construction in FY 24/25. The RCTC grants will fully fund the previously unfunded balance. The local match identified in each of the two agreements is already included in the approved 5-Year CIP.

The Bundy Canyon Rd. Improvement Project, Segment 3, is also included in the adopted 5-Year CIP for FY 23/24. The Segment 3 project included an unfunded amount of $15,110,598 for construction in FY 24/25. The RCTC grant will provide partial funding of $8,050,420 and reduce the unfunded balance to $7,060,178. The City will continue to seek the necessary remaining funds for construction and by accepting the RCTC grant funds, the City is agreeing to fund 48% of the total final construction cost as the local match.

Revised 5-Year CIP Project Detail Sheets reflecting the updated budgets for each of the three projects are included in Attachment D.

ACCOUNT CODE:

Budget Amendments (Proposed, FY 24/25)

Local Grants (Fund 508)

- Clinton Keith Rd., CIP 025-1
  - Revenues (508-913-0001-52115) = $5,651,140
  - Expenditures (508-913-0001-52115) = $5,651,140
- Bundy Canyon Rd. (Segment 2), CIP 026-2
  - Revenues (508-909-0002-52115) = $13,298,440
  - Expenditures (508-909-0002-52115) = $13,298,440
- Bundy Canyon Rd. (Segment 3), CIP 026-3
  - Revenues (508-909-0003-52115) = $8,050,420
  - Expenditures (508-909-0003-52115) = $8,050,420

ATTACHMENTS:

A - Clinton Keith Rd. Funding Agreement with RCTC

B - Bundy Canyon Rd., Segment 2, Funding Agreement with RCTC

C - Bundy Canyon Rd., Segment 3, Funding Agreement with RCTC

D - Revised CIP Project Detail Sheets

AGREEMENT FOR THE FUNDING OF TUMF AND MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF WILDOMAR For CLINTON KEITH ROAD WIDENING PROJECT

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the CITY OF WILDOMAR ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of Measure A and Transportation Uniform Mitigation Fee (TUMF) revenues.

2.4 The Plan requires cities and the County in western Riverside County to participate in a TUMF Program to be eligible to receive Local Streets and Roads funds generated by Measure A.

2.5 The Western Riverside Council of Governments (WRCOG) has been selected to administer the overall TUMF Program pursuant to applicable state laws including Government Code Sections 66000 *et seq.* and has entered into a Memorandum of Understanding (MOU) with RCTC dated July 10, 2003, and revised on September 10, 2008, regarding the allocation of the TUMF Regional Funds to be made available to RCTC for programming.

2.6 RCTC has adopted a TUMF Regional Arterial Program, which is updated from time to time, and identifies the projects and the maximum funding commitments awarded for specific phases of work.

2.7 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.8 RCTC intends, by this Agreement, to distribute TUMF and Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute TUMF Regional and MARA Funds to the City for the Clinton Keith Road Widening Project ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined phases detailed herein as follows:

1) CONS – Construction

The Work phases funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described in Exhibit "A" and depicted in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend TUMF Regional and MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Five Million, Six Hundred Fifty-One Thousand, One Hundred Forty Dollars ($5,651,140), consisting of $3,396,221 TUMF Regional Funds and $2,254,919 MARA Funds, to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute TUMF Regional Funds or MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional TUMF Regional Funds if the Project is eligible to receive additional TUMF Regional Funds under the TUMF Nexus Study. The Funding Amount may also, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such

increase in the TUMF or MARA Funds must be approved in writing by RCTC's Executive Director. In no case shall the amount of TUMF Regional Funds allocated to the City exceed the then-current maximum eligible TUMF share for the Work. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by TUMF Regional or MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with TUMF Regional or MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the TUMF Regional and MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall be responsible for identifying such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay TUMF Regional and MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any TUMF Regional and MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Three Million, Eight Hundred Forty-Eight Thousand, Eight Hundred Sixty dollars ($3,848,860) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of

any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including TUMF Regional and MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of TUMF Regional and MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Daniel A. York, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all TUMF Regional and MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City TUMF Regional and MARA Funds in an amount equal to the aggregate

total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City TUMF Regional and MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all TUMF Regional and MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability ("Claims") arising from or connected with all activities governed by this Agreement including all design and construction activities, due to acts, errors or omissions or willful misconduct of the City or its contractors. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against Claims ultimately determined to be due to acts, errors or omissions or willful misconduct of the City or its contractors. The indemnity herein shall not apply to Claims caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their contractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as additional insureds with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insured;

3.13.1.2 Be primary with respect to any insurance or self-insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of TUMF Regional and MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, and after all other funding sources identified in Exhibit "A" have been expended, for the applicable phase, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum eligible TUMF share of the Work, as determined by the TUMF Nexus Study, an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA"), and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*) as applicable, but the

necessity of compliance with CEQA, and NEPA as applicable, shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF WILDOMAR	**RCTC**
23873 Clinton Keith Rd., Ste. 201 Wildomar, CA 92595	Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor Mailing address: P.O. Box 12008 Riverside, CA 92501
ATTN: City Manager	ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Work.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their

performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
TUMF AND MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

CITY OF WILDOMAR

By: _____
Daniel A. York, City Manager

ATTEST:

By: _____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex, City Attorney

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Widen approximately 1.5 miles of Clinton Keith Road in Wildomar from Interstate 15 to Copper Craft Road, east of the city limits about 600' into the city of Murrieta. Between Arya Road and Elizabeth Lane, the project will widen the roadway to 6 lanes, with turn lanes and Class II bike lanes. From Elizabeth Lane to Copper Craft Road, the project will widen and/or restripe the existing roadway up to 6 lanes, with turn lanes and Class II bike lanes and related pedestrian improvements. Other significant improvements will include grading, storm drain infrastructure, and four traffic signal modifications.

FUNDING: Identify MARA, TUMF Regional, local, state and/or federal funding for each Phase of Work. Delete those Phase which are not part of this Agreement.

PHASE	MARA Fund	TUMF Regional	LOCAL	TOTAL
CONSTRUCTION	$2,254,919	$3,396,221	$3,848,860	$9,500,000
TOTAL	$2,254,919	$3,396,221	$3,848,860	$9,500,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

PHASE	START DATE	END DATE	COMMENTS
Construction	07/2024	07/2025	260 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP



EXHIBIT B

EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any contractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample of an acceptable progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by RCTC of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

Sample Letter from Contractor to City

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT C-4
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF WILDOMAR for BUNDY CANYON ROAD IMPROVEMENT PROJECT, SEGMENT 2

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF WILDOMAR ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Bundy Canyon Road Improvement Project, Segment 2, ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million, Two Hundred Ninety-Eight Thousand, Four Hundred Forty Dollars ($13,298,440), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Eleven Million, Seven Hundred One Thousand, Five Hundred Sixty Dollars ($11,701,560) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Daniel A. York, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work

prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This

Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and

RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF WILDOMAR	**RCTC**
23873 Clinton Keith Rd., Ste. 201 Wildomar, CA 92595	Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor Mailing address: P.O. Box 12008 Riverside, CA 92501
ATTN: City Manager	ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

CITY OF WILDOMAR

By: _____
Daniel A. York, City Manager

ATTEST:

By: _____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex, City Attorney

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Realign and widen Bundy Canyon Road from Oak Canyon Drive to 600' east of The Farm Road (approx. 1.5 mi). Widen and reconstruct from two to four lanes, add a two-way-left-turn lane/striped median, and add dedicated turn lanes, among other related roadway and active transportation improvements.

FUNDING:

PHASE	MARA Fund	LOCAL	TOTAL
CONSTRUCTION	$13,298,440	$11,701,560	$25,000,000
TOTAL	$13,298,440	$11,701,560	$25,000,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

PHASE	START DATE	END DATE	COMMENTS
Construction	9/2024	9/2025	260 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

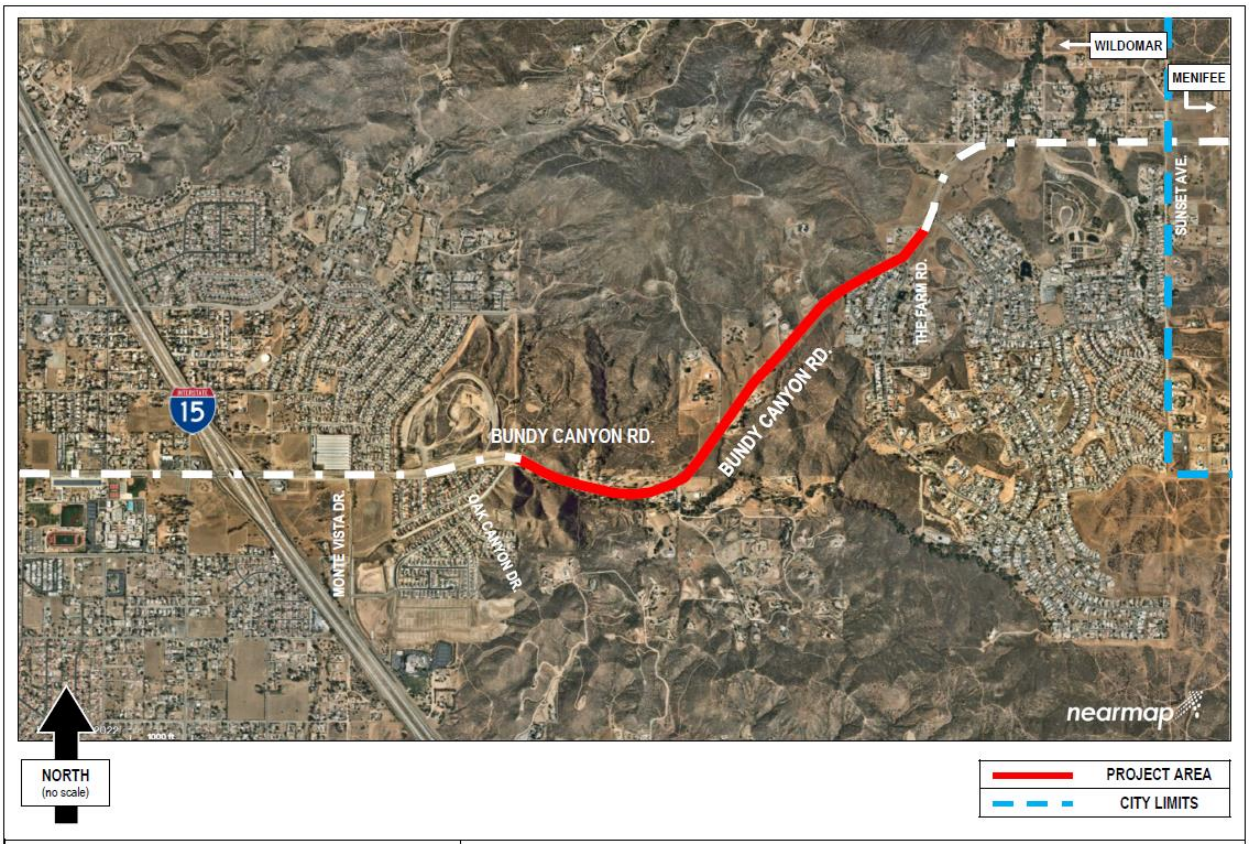


EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on theWork; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

Sample Letter from Contractor to City/County

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT C-4
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF WILDOMAR For BUNDY CANYON ROAD IMPROVEMENT PROJECT, SEGMENT 3

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF WILDOMAR ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Bundy Canyon Road Improvement Project, Segment 3, ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Eight Million, Fifty Thousand, Four Hundred Twenty Dollars ($8,050,420), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Seven Million, Four Hundred Forty-Nine Thousand, Five Hundred Eighty Dollars ($7,449,580) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Daniel A. York, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work

prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This

Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and

RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF WILDOMAR	**RCTC**
23873 Clinton Keith Rd., Ste. 201 Wildomar, CA 92595	Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor Mailing address: P.O. Box 12008 Riverside, CA 92501
ATTN: City Manager	ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

CITY OF WILDOMAR

By: _____
Daniel A. York, City Manager

ATTEST:

By: _____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex, City Attorney

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Realign and widen Bundy Canyon Road from 600' east of The Farm Road to Sunset Ave. (approx. 1 mile). Widen and reconstruct from two to four lanes, add a two-way-left-turn lane/striped median, and add dedicated turn lanes, among other related roadway and active transportation improvements.

FUNDING:

PHASE	MARA Fund	LOCAL	TOTAL
CONSTRUCTION	$8,050,420	$7,449,580	$15,500,000
TOTAL	$8,050,420	$7,449,580	$15,500,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

PHASE	START DATE	END DATE	COMMENTS
Construction	4/2025	4/2026	260 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

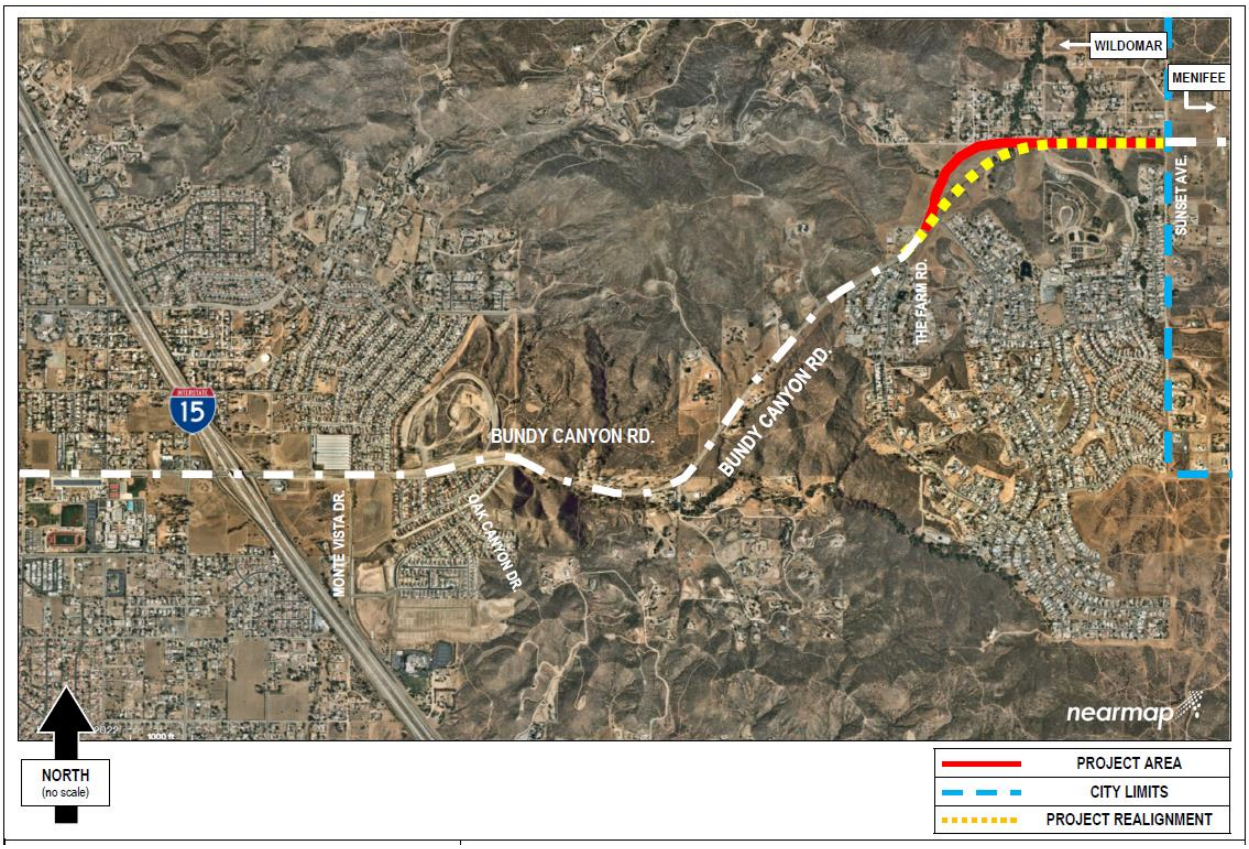


EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on theWork; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

Sample Letter from Contractor to City/County

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT C-4
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Clinton Keith Rd. Widening**	**CIP NO.:**	025-1	**DEPT:**	Public Works
LOCATION:	Clinton Keith Rd. (between I-15 and Copper Craft Rd.)	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Jason Farag
INITIATED:	FY 19/20				

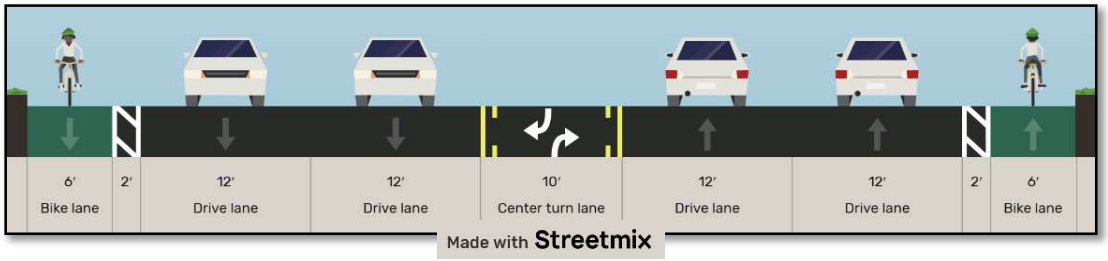
PROJECT DESCRIPTION AND EXHIBIT

This project widens Clinton Keith Rd. to six lanes from the I-15 to Elizabeth Ln, four lanes from Wildomar Trail to Copper Craft Rd., and constructs Class II bike lanes in both directions throughout the entire project. The project is approximately 2 miles long.

Clinton Keith Rd. (CKR) is an Urban Arterial Road in the City Circulation Plan and is also a regional road that provides connectivity between the I-15 and I-215 freeways. Widening the road will improve the flow of traffic and will close an existing bike lane gap

This project is referred to as Phase 1. A future widening project will be necessary to widen the the road from four to six lanes between Elizabeth Ln. and Copper Craft Rd.





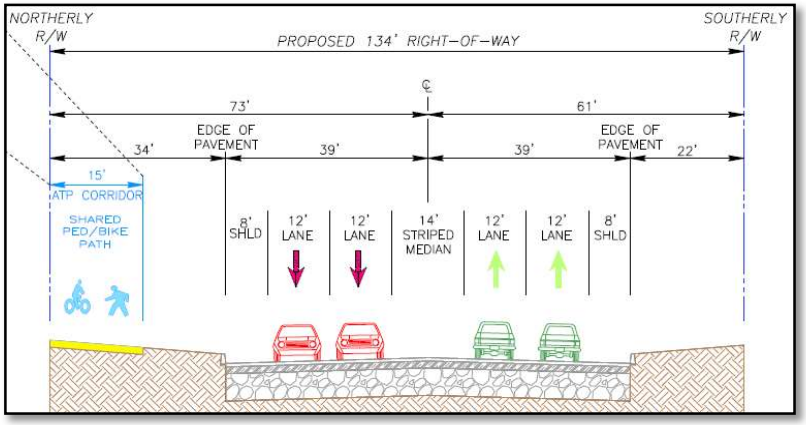
PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ 15,000				$ 15,000	$ -	$ -	$ -	$ -
Design/PS&E	535,000				535,000	-	-	-	-
Right-of-Way	700,000				700,000	-	-	-	-
Construction	9,500,000				1,500,000	8,000,000	-	-	-
Const Admin/Inspect.	800,000				125,000	675,000	-	-	-
Total Cost:	**$ 11,550,000**				**$ 2,875,000**	**$ 8,675,000**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
120 - Measure AA	$ 600,000				$ -	$ 600,000	$ -	$ -	$ -
503 - TUMF	3,789,888				2,366,028	1,423,860	-	-	-
500 - RMRA (SB1)	800,000				-	800,000	-	-	-
440 - DIF Roads	708,972				508,972	200,000	-	-	-
508 - Local Grants	5,651,140				-	5,651,140	-	-	-

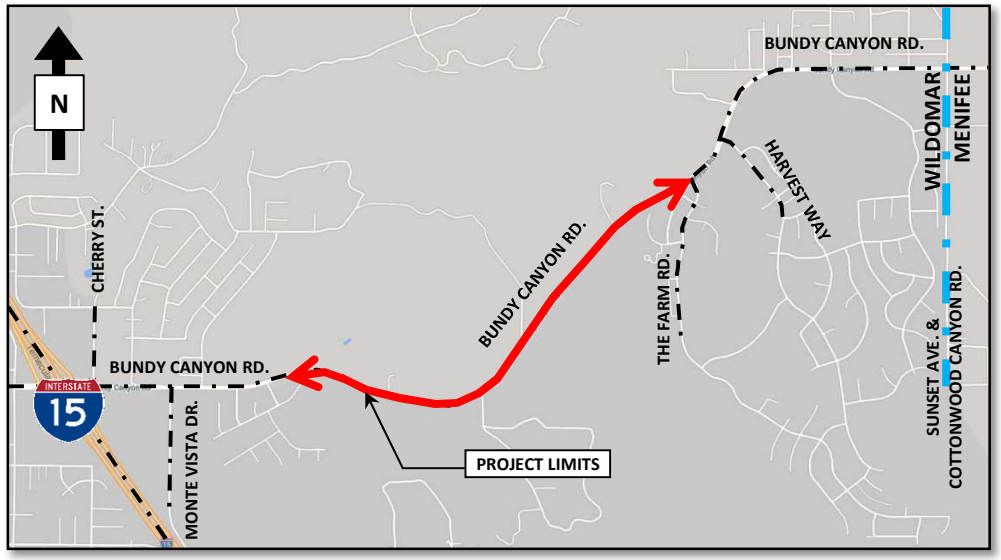
CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Bundy Canyon Rd. Improvement Project (Segment 2)**	**CIP NO.:**	026-2	**DEPT:**	Public Works
LOCATION:	Oak Circle Dr. to 600' East of The Farm Rd.	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Jason Farag
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Widen Bundy Canyon Rd. from two lanes to four lanes with associated improvements, including traffic signals (former CIP 071-072) and an ATP Corridor (former CIP 026-3).





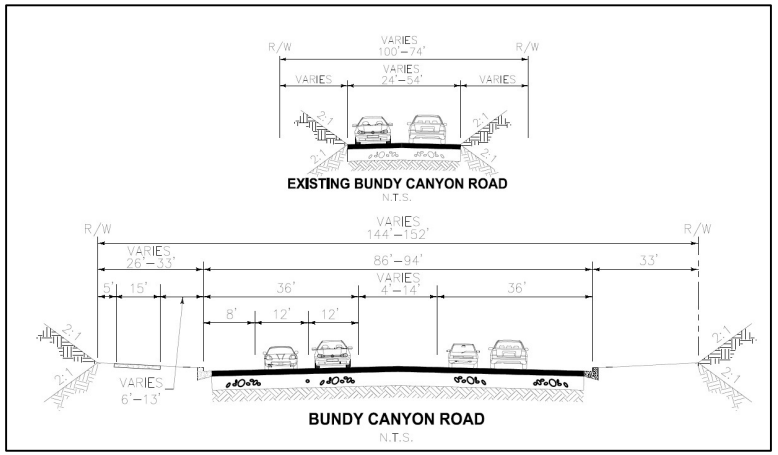
PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET FY 23/24	PROPOSED BUDGET FY 24/25	PROJECTED BUDGET FY 25/26	PROJECTED BUDGET FY 26/27	PROJECTED BUDGET FY 27/28 & Future Years
Project Dev/Environ.	$ 500,000				$ 500,000	$ -	$ -	$ -	$ -
Design/PS&E	150,000				150,000	-	-	-	-
Right-of-Way	750,000				750,000	-	-	-	-
Construction	25,000,000				4,000,000	21,000,000	-	-	-
Const Admin/Inspect.	1,000,000				150,000	850,000	-	-	-
Total Cost:	**$ 27,400,000**				**$ 5,550,000**	**$ 21,850,000**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
480 - DIF Trails	$ 1,699,962				$ -	$ 1,699,962	$ -	$ -	$ -
451 - DIF Drainage	423,120				-	423,120	-	-	-
440 - DIF Roads	4,215,351				129,873	4,085,478	-	-	-
450 - DIF Signals	524,000				-	524,000	-	-	-
507 - Misc. State Func	1,454,000				-	1,454,000	-	-	-
503 - TUMF	5,785,127				4,000,000	1,785,127	-	-	-
508 - Local Grants	13,298,440				1,420,127	11,878,313	-	-	-

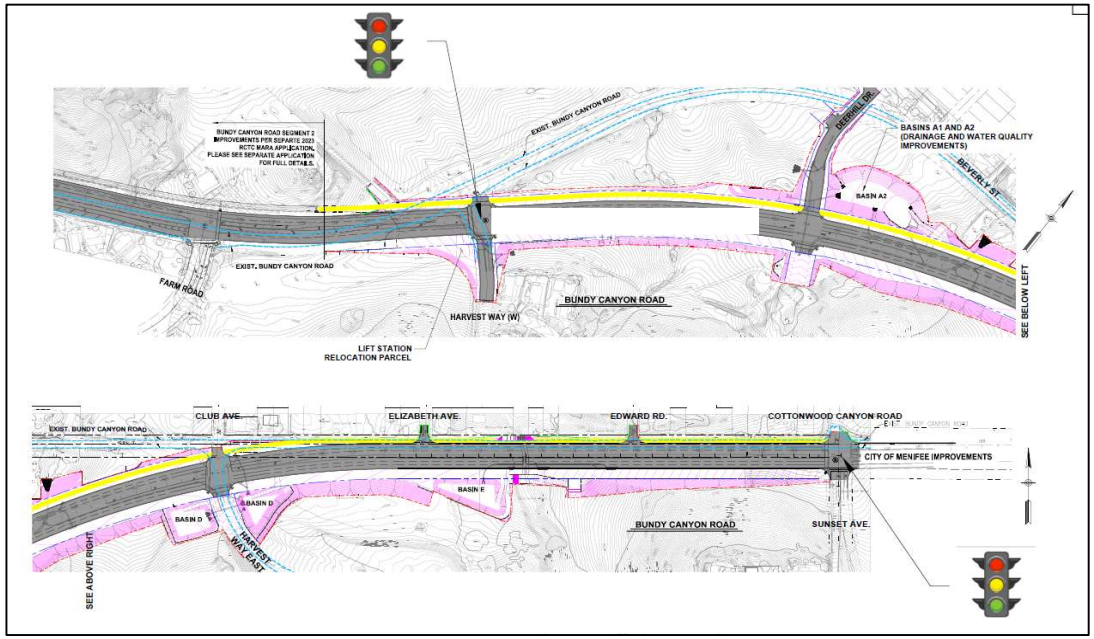
CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Bundy Canyon Rd. Improvement Project (Segment 3)**	**CIP NO.:**	026-3	**DEPT:**	Public Works
LOCATION:	The Farm Rd. to Sunset Ave./Cottonwood Canyon Rd.	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Jason Farag
INITIATED:	FY 22/23				

PROJECT DESCRIPTION AND EXHIBIT

Widen Bundy Canyon Rd. from two lanes to four lanes with associated improvements, including traffic signals and an ATP Corridor (former CIP 026-3).





PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	860,000				860,000	-	-	-	-
Right-of-Way	1,650,000				1,650,000	-	-	-	-
Construction	15,500,000				-	15,500,000	-	-	-
Const Admin/Inspect.	1,000,000				-	1,000,000	-	-	-
Total Cost:	**$ 19,010,000**				**$ 2,510,000**	**$ 16,500,000**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
503 - TUMF	$ 275,000				$ 275,000	$ -	$ -	$ -	$ -
440 - DIF Roads	2,810,234				2,235,000	575,234	-	-	-
480 - DIF Trails	618,168				-	618,168	-	-	-
450 - DIF Signals	196,000				-	196,000	-	-	-
508 - Local Grants	8,050,420				-	8,050,420	-	-	-
Unfunded	7,060,178				-	7,060,178	-	-	-

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: November 8, 2023

SUBJECT: Services Agreement for Employment Application Management Software with Governmentjobs.com, Inc. (D/B/A/ NEOGOV).

SUBMITTED BY: Emily Wolf

PREPARED BY: Emily Wolf

ACTION:
Authorize the City Manager to enter into an Order Form and Agreement with NeoGov, Inc. for employment applicant tracking software.

SUMMARY:
This item enters into an agreement for employment application tracking software.

BACKGROUND:
NeoGov, Inc. is employment applicant tracking software developed specifically for public sector agencies. The software provides a platform to post job opportunities, house classification descriptions, and feeds directly to both Governmentjobs.com and Indeed.com for job posting advertisements. The software provides an organized applicant tracking system and communication tools to help provide a successful recruitment process. Additionally, the job opportunity postings and classification descriptions are linked directly from the City's website for a seamless integration.

In order to continue to provide a high level of customer service as the City expands, the need to attract highly qualified candidates remains a high priority. The City's current employment recruiting process is outdated, requiring applicants to download, fill out, and submit an application as an attachment via email.

Tracking applications and communicating with applicants on the City side is a manual process, requiring a significant amount of time to ensure all applications are reviewed and applicants are contacted throughout the course of the recruitment. Additionally, classification descriptions are currently kept on the City's Human Resources share drive and are not accessible by all employees. Employees use classification descriptions to help identify the

essential duties and expectations of their position.

DISCUSSION:
NeoGov, Inc. provides an employee recruitment platform that is a public sector industry standard, utilized by more than 6,000 public agencies. The NeoGov platform allows applicants to submit their job history and education, and attach additional documents such as certifications, resumes, or cover letters in a standard format. It also allows the City to customize the process, asking additional qualifying questions specific to each recruitment. NeoGov's employee recruitment platform allows applicants to track their progress and allows HR staff to communicate and schedule interviews with applicants in an efficient manner. The NeoGov platform also provides a mechanism for housing job descriptions for all positions in an easily accessible location, available to all employees and the public.

FISCAL IMPACT:

The attached Ordering Document is for a term of 30 months at a total of $11,719.47. The fiscal impact for fiscal year 2023-24 is $3,171.22, which includes the initial setup fee, as well as the platform licensing and Governmentjobs.com subscription for recruitment advertisements for the remainder of the year. The contracted rate for fiscal year 2024-25 is $2,757.50 and for fiscal year 2025-26 the rate is $5,790.75. Sufficient funds are available in the current fiscal year budget.

ACCOUNT CODE:
100-410-4210-52115

ATTACHMENTS:
Attachment A. NeoGov Order Form and Agreement

NEOGOV



HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Tyler Olsen

Customer:

Wildomar, City of (CA)
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
USA

Quote Valid From: 10/3/2023
Quote Valid To: 11/30/2023

Quote Number: Q-13241
PaymentTerms: Annual,Net 30
Subscription Term in Months: 30

Employee Count: 45
Order Summary

Prorated Term — Licenses discounted 50%

Service Description	Start Date	End Date	Term Price (USD)
Governmentjobs.com Subscription	1/1/2024	6/30/2024	$198.91
Insight Subscription	1/1/2024	6/30/2024	$1,172.31
		Prorated Term TOTAL:	$1,371.22

Year 1 — Licenses discounted 50%

Service Description	Start Date	End Date	Term Price (USD)
Insight Subscription	7/1/2024	6/30/2025	$2,357.50
Governmentjobs.com Subscription	7/1/2024	6/30/2025	$400.00
		Year 1 TOTAL:	$2,757.50

Year 2

Service Description	Start Date	End Date	Term Price (USD)
Insight Subscription	7/1/2025	6/30/2026	$4,950.75

Service Description	Start Date	End Date	Term Price (USD)
Governmentjobs.com Subscription	7/1/2025	6/30/2026	$840.00
		Year 2 TOTAL:	$5,790.75

Prorated Term Licenses discounted 50%

Service Description	Start Date	End Date	Term Price (USD)
Insight Setup			$1,800.00
		Prorated Term TOTAL:	$1,800.00

ORDER TOTAL (USD) : $11,719.47

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. The Initial Term of this Order Form is 30 months.
2.
Prorated Subscription Fees shall be invoiced upon signature date and due net thirty (30) from Customer receipt of NEOGOV invoice.
3. Year 1 Subscription Fees shall be invoiced on July 1, 2024 and due net thirty (30) from Customer receipt of NEOGOV invoice.
4. Thereafter, Subscription Fees for each annual term will be invoiced on the anniversary of July 1 and due net thirty (30) from Customer receipt of NEOGOV invoice

"Wildomar, City of (CA)"

Signature: _____

Print Name: _____

Date: _____

SUBJECT: COVID-19 Prevention Program Update Based on Non-Emergency Regulations

SUBMITTED BY: Emily Wolf

PREPARED BY: Emily Wolf

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE ADMINISTRATIVE POLICY TITLED CITY OF WILDOMAR COVID-19 PREVENTION PROGRAM

SUMMARY:
This action will approve the non-emergency COVID-19 Prevention Program required by the California Occupational Safety and Health Standards Board.

BACKGROUND:

On December 15, 2022, the California Occupational Safety and Health Standards Board (Cal/OSHA) voted to adopt non-emergency COVID-19 prevention regulations. These regulations took effect on February 3, 2023, and will remain in effect for two years after the effective date, except for the recordkeeping subsections that will remain in effect for three years.

On February 8, 2023, the Wildomar City Council approved a resolution terminating the local emergency proclamation resulting from the COVID-19 pandemic. With the termination of the local emergency, the City is now required to update the City's COVID Prevention Plan to include regulatory requirements set in place by Cal/OSHA as outlined in the non-emergency COVID-19 prevention regulations. These regulations include some of the same requirements

found in the COVID-19 Prevention Emergency Temporary Standards (ETS), most recently approved by the Wildomar City Council in Resolution 2020-30, as well as new provisions aimed at making it easier for employers to provide consistent protections to workers and allow for flexibility if changes are made to guidance in the future from the California Department of Public Health.

DISCUSSION:

Cal/OSHA protects and improves the health and safety of working individuals in California. When the State of California was impacted by the COVID-19 pandemic, Cal/OSHA put in place a set of regulations for workers and employers to ensure their safety with hopes of reducing the impact of COVID-19 on the workplace. Once the pandemic was determined to be over, Cal/OSHA approved California Code of Regulations, Title 8, sections 3205 to 3205.3, also known as the COVID-19 Infection Prevention Non-Emergency Regulations. These regulations are similar to the emergency standards, with a few changes. The highlighted differences include:

- Definitions for certain terms, such as “close contact” and “infectious period”;
- Training and instruction regarding COVID-19;
- Investigating COVID-19 illnesses in the workplace; and
- Reporting and recordkeeping

In order to comply with these regulations and continue to provide a safe and healthy workplace, the City is updating the current COVID-19 Prevention Program to address these changes.

FISCAL IMPACT:

There is no financial impact associated with approving the updated COVID-19 Prevention Program.

ATTACHMENTS:

Attachment A. Resolution COVID Prevention Program
Exhibit A. COVID-19 Prevention Program
Attachment B. Reso 2020-30 Ratifying the Coronavirus Guidance Policy

RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE ADMINISTRATIVE POLICY TITLED CITY OF WILDOMAR COVID PREVENTION PROGRAM

WHEREAS, on May 13, 2020, The City Council adopted Resolution No. 2020-30, ratifying the Administrative Policy for the Coronavirus (COVID-19) Guidance Policy; and

WHEREAS, the City Council has approved subsequent updates, including the adoption and updating of the COVID-19 Prevention Program based on the California Occupational Safety and Health Standards Board (CalOSHA) and the City's Risk Insurance Agency, the California Intergovernmental Risk Authority (CIRA); and

WHEREAS, on December 15, 2022, (Cal/OSHA) voted to adopt non-emergency COVID-19 prevention regulations; and

WHEREAS, the regulations require the City of Wildomar ("City") to update the COVID-19 Prevention Program; and

WHEREAS, City staff, with the assistance of the City Attorney's Office, have reviewed the CPP regarding instructions and guidance for staff on COVID-19 issues and its related forms, and drafted revisions to ensure that the COVID-19 Prevention Program is both legally compliant and implements best operating practices within the City; and

WHEREAS, the COVID-19 Prevention Program is required to be in place for two years following adoption of the regulations by Cal/OSHA and records are required to be kept for three years; and

WHEREAS, the City Council now desires to adopt by resolution the attached updated COVID-19 Prevention Program for the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wildomar, California, as follows:

SECTION 1. Resolution No. 2020-30 and all other previous actions related to the COVID-19 Prevention Program is hereby repealed.

SECTION 2. The City of Wildomar COVID-19 Prevention Program, attached hereto and incorporated herein by this reference as Exhibit "A", is hereby ratified, approved and adopted.

SECTION 3. This Resolution shall become effective immediately.

PASSED, APPROVED AND ADOPTED this 8th day of November, 2023.

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR COVID-19 PREVENTION PROGRAM

ABSTRACT
This program outlines how the City of Wildomar will maintain and protects the health of its employees as it relates to COVID-19.

REVISED 11/08/2023

COVID-19 PREVENTION PLAN (CPP) FOR THE CITY OF WILDOMAR

PURPOSE:

The Division of Occupational Safety and Health (DOSH) recognizes that COVID-19 constitutes a workplace hazard.

The purpose of the City of Wildomar COVID-19 Prevention Program (CPP) is to establish, implement and maintain a program that addresses this work-related hazard in order to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Lab. Code §6300, *et seq.*) and associated regulations (8 CCR §3203 and §3205-3205.3).

Nothing in this CPP precludes the City of Wildomar from complying with federal, state, or local laws or public health orders or guidance that may recommend or require that the City of Wildomar adopt and implement measures that are more prescriptive and/or restrictive than those that are provided herein.

AUTHORITY AND RESPONSIBILITY

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

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

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

EFFECTIVE PERIOD

The CPP shall apply until February 3, 2025, except for the recordkeeping, which shall apply until February 3, 2026.

DEFINITIONS:

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

"Close Contact" means sharing the same indoor airspace as a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's infectious period, as defined by this section, regardless of the use of face coverings, unless close contact is defined by regulation or order of the CDPH. If so, the CDPH definition shall apply. CDPH defines Close Contact by the size of the workplace:

- For indoor spaces of 400,000 or fewer cubic feet per floor, a close contact is defined as sharing the same indoor airspace as a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-

19 case's infectious period, as defined in the regulations, regardless of the use of face coverings.

- For indoor spaces of greater than 400,000 cubic feet per floor, a close contact is defined as being within six feet of the COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's infectious period, as defined in the regulations, regardless of the use of face coverings.
- Offices, suites, rooms, waiting areas, break or eating areas, bathrooms, or other spaces that are separated by floor-to-ceiling walls shall be considered distinct indoor spaces.

Exception: Employees have not had a close contact if they wore a respirator required by the employer and used it in compliance with §5144, whenever they shared the same indoor airspace as the COVID-19 for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's infectious period.

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

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

"COVID-19 hazard" means potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, or sneezing, or from procedures performed on persons which may aerosolize saliva or respiratory tract fluids.

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

"COVID-19 test" means a viral test for SARS-CoV-2 that is: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable. To meet the return-to-work criteria set forth in subsection (c)(10), a COVID-19 test may be self-administered and self-read only if another means of independent verification of the results can be provided (e.g., a time-stamped photograph of the results.

"Exposed Group" All employees at a work location, working area, or a common area at work, within employer provided transportation covered by section 3205.3, or residing within housing covered by section 3205.2, where an employee was present at any time during the infectious period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The following exceptions apply:

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

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

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

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

"Face covering" A surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers that completely covers the nose and mouth and is secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they shall have two layers of fabric or be folded to make two layers. A face covering is a solid piece of material without slits, visible holes, or punctures, and must fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric. This definition includes clear face coverings or cloth face coverings with a clear plastic panel that otherwise meet this definition and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

"Infectious period" means the following time period, unless otherwise defined by CDPH regulations or order, in which case the CDPH definition shall apply:

1) For COVID-19 cases who develop COVID-19 symptoms: from two days before the date of symptom onset until ten days have passed after symptoms first appeared, or through day five if testing negative on day five or later; AND twenty-four hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved.

2) For COVID-19 cases who never develop COVID-19 symptoms: from 2 days before the positive specimen collection date through ten days (or through day five if testing negative on day five or later) after the date on which the specimen for their first positive test for COVID-19 was collected.

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

"Returned case" A COVID-19 case who was excluded from work but returned pursuant to subsection §3205(c)(5)(A) and did not develop any COVID-19 symptoms after returning. A person shall only be considered a returned case for 90 days after the initial onset of COVID-19 symptoms or, if the person never developed COVID-19 symptoms, for 90 days after the first positive test. If a period of other than 90 days is required by a CDPH regulation or order, that period shall apply.

"Worksite" For the limited purposes of this section and §3205.1, means the building, store, facility, agricultural field, or other location where a COVID-19 case was present during the infectious period. It does not apply to buildings, floors, or other locations of the employer that a COVID-19 case did not enter.

COVID-19 AS A POTENTIAL WORK-RELATED HAZARD

An employee is potentially exposed to COVID-19 Hazards when near other persons, whether or not the employee is performing an assigned work task.

The City of Wildomar will treat all persons as potentially infectious, regardless of symptoms, vaccination status, or negative COVID-19 Test results.

COVID-19 shall be considered a hazard specific to an employee's job assignments and job duties if those assignments and/or duties bring the employee near other persons.

MEASURES ADOPTED BY THE CITY TO PREVENT COVID-19 TRANSMISSION AND TO IDENTIFY AND CORRECT COVID-19 HAZARDS AT CITY WORKSITES

The City of Wildomar recognizes that COVID-19 is an airborne infectious disease and treats it as such.

When determining measures to prevent COVID-19 transmission and to identify and correct COVID-19 Hazards, the City of Wildomar reviews applicable orders and guidance related to COVID-19 from the CDH, DOSH and the local health department.

The City adopted the following measures to prevent COVID-19 transmission and to identify and correct COVID-19 Hazards at City of Wildomar Worksites and facilities:

(1) The City of Wildomar investigates COVID-19 illness at the workplace;

(2) The City of Wildomar makes COVID-19 Tests available at no cost to employees to all employees who had a Close Contact COVID-19;

(3) The City of Wildomar provides Face Coverings to all employees and requires that such Face Coverings are worn when required by regulation or order from the CDPH or local health department:

(4) The City of Wildomar ensures adequate ventilation as required by Cal/OSHA regulations; and,

(5) The City of Wildomar keeps adequate records and completes all required reports.

INVESTIGATING AND RESPONDING TO COVID-19 CASES

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

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

- Informed of their possible exposure to COVID-19 in the workplace while maintaining confidentiality, including independent contractors and volunteers.
- Offered COVID-19 testing through their health provider or if not covered by insurance offered testing through another provider at no cost during their working hours.

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

Contact Tracing

The City of Wildomar will collect the following information as part of its investigation:

(1) The employee's name;

(2) The employee's contact information;

(3) The employee's occupation;

(4) The location where the employee worked;

(5) The date of the employee's last day at the workplace; and

(6) The date of the employee's positive COVID-19 Test and/or COVID-19 diagnosis.

If the City of Wildomar determines that there were any COVID-19 close contacts, the City of Wildomar will review and follow current CDPH guidance for quarantine and other measures to reduce transmission.

Reporting the Potential Exposure to Other Employees

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

The City of Wildomar will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential COVID-19 close contact at a worksite.

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

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

EXCLUSION OF COVID-19 CASES

Where we have a COVID-19 case in our workplace and, in the event of an outbreak, all employees within an Exposed Group who had a close contact, will be excluded from the workplace until our return-to-work requirements are met.

Additionally, we will continue and maintain an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related.

RETURN-TO-WORK CRITERIA

The City of Wildomar will ensure that COVID-19 cases are excluded from the worksite until the individual satisfies the minimum return to work criteria as noted below:.

- COVID-19 cases who do not develop COVID-19 symptoms shall not return to work during their infectious period;;

- COVID-19 Cases who develop COVID-19 Symptoms shall not return to work during the shorter of the following: (1) the Infectious Period; or (2) through 10 days after the onset of symptoms and at least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medication.

Regardless of the employee's vaccination status, previous infection, or lack of COVID-19 Symptoms, a COVID-19 Case shall wear a Face Covering in the workplace until 10 days

have passed since the date that COVID-19 Symptoms began or, if the COVID-19 Case did not present COVID-19 Symptoms, from the date of their first positive COVID-19 test.

The above requirements shall apply regardless of whether an employee has previously been excluded from the workplace or the City of Wildomar took other precautions in response to an employee's Close Contact or membership in an exposed group.

The City of Wildomar will provide a COVID-19 Case that is excluded from the workplace information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. The City of Wildomar will provide the employee information on any benefits available under legally mandated sick leave, if applicable, workers' compensation law, local government requirements, the City of Wildomar's own leave policies, and leave guaranteed by contract

Close Contact Exposure

The City of Wildomar reviews current CDPH guidance for employees who had a Close Contact, including guidance regarding required or recommended quarantines and other measures intended to reduce the transmission of COVID-19.

The City of Wildomar will provide any employee who had a close contact and must be excluded from the workplace information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. The City of Wildomar will provide the employee information on any benefits available under legally mandated sick leave, if applicable, workers' compensation law, local government requirements, the City of Wildomar own leave policies, and leave guaranteed by contract

ISOLATION, QUARANTINE AND EXCLUSION ORDERS

If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the City of Wildomar will not allow any employee who is subject to such order to report to work until the employee satisfies the isolation or quarantine requirements or the order is lifted.

If no violations of local or state health official orders for isolation, quarantine, or exclusion would result, the City of Wildomar may request that DOSH allow employees to return to work on the basis that the removal of an employee would create undue risk to a community's health and safety.

In such cases, the City of Wildomar would implement effective control measures in order to prevent the transmission of COVID-19 in the workplace, including isolating the employee at the workplace and, if isolation is not feasible, using respirators.

NOTICE OF WORKPLACE EXPOSURES

When Labor Code §6409.6 or any successor law is in effect, in the event of a workplace COVID-19 exposure, the City of Wildomar will provide notice to employees and the employers of independent contractors who were present at the Worksite at the same time as the COVID-19 Case. The City of Wildomar will provide such notice in a form readily understandable to employees, as required by Labor Code §6409.6.

When Labor Code §6409.6 or any successor law is in effect, in the event of a workplace COVID-19 exposure, the City of Wildomar will provide notice to the authorized representative, if any, of the COVID-19 Case and of any employee who had a workplace COVID-19 exposure as a result of the COVID-19 Case.

CORRECTION OF COVID-19 HAZARDS

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

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

FACE COVERINGS

The City of Wildomar shall provide face coverings to all employees upon request and ensure they are worn by employees when required by orders from CDPH. Employees will ensure required face coverings are clean and undamaged, and they are worn over the nose and mouth. If a face covering is in need of replacement, employees should contact their supervisor to request a new face covering.

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

A. When an employee is alone in a room or vehicle.

B. While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.

C. Employees wearing respirators required by the employer and used in compliance with CCR Title 8 §5144.

D. Employees who cannot wear face coverings due to a medical or mental health condition or disability or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.

E. Specific tasks that cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

Any employee not wearing a face covering, pursuant to the exceptions listed in items (d) and (e) above, the City will assess COVID-19 Hazards and take action as necessary based on General Industry Safety Orders, including §3205 and §3203.

The City of Wildomar will not prevent or discourage any employee from wearing a Face Covering, including a Respirator, when the use of such a Face Covering is not required by a regulation or order from the CDPH or local health department.

Notwithstanding the above, the City of Wildomar may prevent an employee from wearing a Face Covering if the use of such Face Covering would create a safety hazard.

RESPIRATORS

Upon request, the City of Wildomar shall provide any employee who is working indoors or in a vehicle with more than one person a respirator for the employee's voluntary use. The City of Wildomar will provide such respirators at no cost to the employee.

However, the City of Wildomar will not provide an employee with a respirator if the City of Wildomar determines that the employee's use of such respirator will itself create a hazard.

If the City of Wildomar determines that any voluntary respirator use is permissible, the City of Wildomar will provide the employee information contained in Appendix D to Title 8, §5144 ("Information for Employees Using Respirators When Not Required Under the Standard"). The City of Wildomar will ensure that the employee is provided with a respirator of the correct size, that the employee is trained how to properly wear the respirator provided, that the employee knows how to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and that the employee understands that facial hair interferes with a seal.

As part of the provision of respirators, the City of Wildomar will establish and implement those elements of a written respiratory protection program necessary to ensure that any employee using a respirator voluntarily is medically able to use that respirator, and that the respirator is cleaned, stored, and maintained so that its use does not present a health hazard to the employee.

The City of Wildomar will provide respirators, training, and medical evaluations at no cost to the employee.

VENTILATION

The City of Wildomar will monitor and review CDPH and DOSH guidance regarding ventilation for indoor workplaces, including, but not limited to, the "Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments."

The City of Wildomar will evaluate whether current indoor ventilation is adequate in order to reduce the risk of transmission of SARS-CoC-2 if a COVID-19 Case enters the workplace. Where such indoor ventilation is not adequate, the City of Wildomar will implement changes as necessary to provide adequate ventilation.

The City of Wildomar will require that employees who use vehicles for work-related purposes maximize the supply of outside air inside the vehicle to the extent feasible, except when doing so would cause a hazard to employees or expose them to inclement weather.

In the event of a workplace COVID-19 outbreak, the City of Wildomar will comply with the ventilation requirements below, which are set forth at §3205.1.

For the purpose of determining whether there exists an "outbreak," the City of Wildomar will consider an "outbreak" to mean three (3) or more employee COVID-19 Cases within an exposed group who have visited the Worksite during their Infectious Period during any seven-day period. The City of Wildomar will use this definition unless a CDPH regulation or order defines the term "outbreak" using a different number of COVID-19 Cases or a different time period for determining the existence of a workplace COVID-19 outbreak.

In buildings or structures with mechanical ventilation, the City of Wildomar will filter recirculated air with Minimum Efficiency Reporting Value ("MERV")-13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, employers shall use filters with the highest compatible filtering efficiency.

Where ventilation is inadequate to reduce the risk of COVID-19 transmission, the City of Wildomar will use High Efficiency Particulate Air ("HEPA") air filtration units in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods.

TRAINING AND INSTRUCTION OF EMPLOYEES

The City of Wildomar will provide training and instruction under the following circumstances:

(1) When this CPP is adopted or updated;

(2) To all new employees;

(3) To all employees given new job assignments for which training has not previously been received;

(4) Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;

(5) Whenever the City of Wildomar is made aware of a new or previously unrecognized hazard; and

(6) For supervisors to familiarize themselves with the safety and health hazards to which employees under their immediate direction and control may be exposed.

REPORTING, RECORDKEEPING, AND ACCESS

It is the City of Wildomar's policy to:

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

- Maintain records of COVID -19 cases and close contact investigations for two

(2) years beyond the period in which the record is necessary to meet the requirements of §3205 and §3205.3.

- Make our written COVID-19 Prevention Program available at the worksite to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.

- The City of Wildomar will retain the notices that the City of Wildomar provides to employees, the employers of independent contractors, and employee organization in the event of a workplace COVID-19 exposure for three (3) years in accordance with Labor Code §6409.6(k) or any successor law.

MULTIPLE COVID-19 INFECTIONS AND COVID-19 OUTBREAKS

If there are three or more COVID-19 cases within a seven-day period or a worksite is identified by the local health department as the location of an outbreak, this section of CPP will stay in effect until there are no new COVID-19 cases detected at that worksite for a 14-day period, unless a CDPH regulation or order defines outbreak using a different number of COVID-19 cases and/or different time period. In which case this section applies when the number of cases at the worksite constitutes an outbreak under CDPH's definition.

COVID-19 Testing

We will make COVID-19 testing available at no cost to all employees within the exposed group except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period, or for COVID-19 cases who did not develop symptoms after returning to work, no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. COVID-19 testing will be provided at no cost to employees during employees' working hours.

COVID-19 testing consists of the following:

- Testing shall be made available to all employees in the exposed group and then provided weekly.

- Employees who had close contact may return to work if testing negative after five days from exposure.

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

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

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

Exclusion of COVID-19 Cases

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

COVID-19 investigation, review and hazard correction

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

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Insufficient physical distancing.

- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.

- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as possible.
  - Respiratory protection.

In buildings or structures with mechanical ventilation, we will filter recirculated air with minimum efficiency reporting value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the

ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable mounted high efficiency particulate air (HEPA) filtration units or other air cleaning systems would reduce the risk of transmission and, if so, will implement their use to the degree feasible.

MAJOR COVID-19 OUTBREAKS

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

COVID-19 Testing

In addition to outbreak testing requirements, testing will be required of all employees in the exposed group, regardless of vaccination status twice a week, or more frequently if recommended by the local health department. COVID-19 testing will be provided at no cost to employees during employees' working hours. Employees in the exposed group shall be tested or shall be excluded and follow the return-to-work requirements of §3205(c)(10) starting from the date that the outbreak begins.

The City of Wildomar will also report the outbreak to Cal/OSHA.

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

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

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Appendix A

Current CDPH Quarantine Guidance as of 11/09/22

For employees who had a close contact, employers must review CPDH guidance and implement quarantine and other measures to prevent COVID-19 transmission in the workplace. Please refer to table 2 and table 3 below for CDPH quarantine guidance after close contact. Where the tables refer to action to be taken on a specified day (e.g., "day 5" or "day 10"), day 1 is the first day following the onset of symptoms or, if no symptoms develop, the day following the first positive test.

Table 1: Exclusion Requirements for Employees Who Test Positive for COVID-19

Requirements apply to **all** employees, regardless of vaccination status, previous infection, or lack of symptoms.	• Employees who test positive for COVID-19 must be excluded from the workplace for at least 5 days after start of symptoms or after date of first positive test if no symptoms. • Isolation can end and employees may return to the workplace after day 5 if symptoms are not present or are resolving, **and** a diagnostic specimen* collected on day 5 or later tests negative. • If an employee's test on day 5 (or later) is positive, isolation can end, and the employee may return to the workplace after day 10 if they are fever-free for 24 hours without the use of fever reducing medications. • If an employee is unable or chooses not to test, isolation can end, and the employee may return to the workplace after day 10 if they are fever-free for 24 hours without the use of fever reducing medications. • If an employee has a fever, isolation must continue, and the employee may not return to work until 24 hours after the fever resolves without the use of fever reducing medications. • If an employee's symptoms other than fever are not resolving, they may not return to work until their symptoms are resolving or until after day 10. • Employees must wear face coverings around others for a total of 10 days. **Antigen test preferred.*

Table 2: Employees Who Are Exposed to Someone with COVID-19 – Asymptomatic

For employees who are **asymptomatic.** Applies to all employees, regardless of vaccination status.	• Exposed employees must test within 3 to 5 days after their last close contact. Persons infected within the prior 90 days do not need to be tested unless symptoms develop. • Employees must wear face coverings around others for a total of 10 days after exposure. • If an exposed employee develops symptoms, they must be excluded pending the results of a test. • If an exposed employee who develops symptoms is unable to test or chooses not to test, they must be excluded until 10 days after the date of symptom onset. • If an exposed employee tests positive for COVID- 19, they must follow the isolation requirements above in Table 1. • Employees are strongly encouraged to get vaccinated and boosted. **Antigen test preferred.*

Table 3: Employees Who Are Exposed to Someone with COVID-19 - Symptomatic

For employees who are **symptomatic**. Applies to all employees, regardless of vaccination status.	• Symptomatic employees must be excluded and test as soon as possible. Exclusion must continue until test results are obtained. • If the employee is unable to test or chooses not to test, exclusion must continue for 10 days. • If the employee tests negative and returns to work earlier than 10 days after the close contact, the employee must wear a face covering around others for 10 days following the close contact. • CDPH recommends continuing exclusion and retesting in 1-2 days if testing negative with an antigen test, particularly if tested during the first 1-2 days of symptoms. • For symptomatic employees who have tested positive within the previous 90 days, using an antigen test is preferred.

RESOLUTION NO. 2020 - 30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE ADMINISTRATIVE POLICY TITLED "(COVID-19) CORONAVIRUS GUIDANCE POLICY"

WHEREAS, on June 18, 2014, the City Council of the City of Wildomar approved, for introduction and adoption, Ordinance No. 53 entitled "An Ordinance of the City Council of the City of Wildomar, California, amending Chapter 2.36 (Personnel System) of the Wildomar Municipal Code;" and

WHEREAS, the Wildomar Municipal Code requires the City's Administrative Policies to be adopted by resolution of the City Council; and

WHEREAS, City staff, with the assistance of the City Attorney's Office, has reviewed the Administrative Policy regarding instructions and guidance for staff on COVID-19 issues and its related forms, and drafted revisions to ensure that the Administrative Policy and forms are both legally compliant and implement best operating practices within the City;

WHEREAS, the Administrative Policy regarding instructions and guidance for staff on COVID-19 issues and its related forms were approved on April 10, 2020 by City Manager Gary Nordquist in his capacity as Emergency Services Director; and

WHEREAS, the City Council now desires to adopt by resolution the attached policy for the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Wildomar, California, as follows:

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. The "City of Wildomar Administrative Policy and its related forms," attached hereto and incorporated herein by this reference as Exhibits "A", "B", "C", and "D," are hereby ratified, approved and adopted.

SECTION 3. This Resolution shall become effective immediately.

SECTION 4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 13th day of May, 2020.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
Acting City Clerk

CITY OF WILDOMAR
INCORPORATED
July 1, 2008
STATE OF CALIFORNIA

CITY OF WILDOMAR

ADMINISTRATIVE POLICY

Title:	**(COVID-19) Coronavirus Guidance Policy**	**Number ADM01**
Dept:	**Human Resources Division**	**Issued: 04/10/2020**
Forms:	***Self-Certification – 14 Day Self-Quarantine Period** ***Self-Certification – End of Self-Isolation Period** ***Limited Duration Teleworking Application**	**Revised:**
Approval:	**Gary Nordquist, City Manager**	

PURPOSE

The Centers for Disease Control and Prevention (CDC) is closely monitoring a pandemic of respiratory illness (COVID-19) caused by a coronavirus (SARS-CoV-2). Cases of COVID-19 have been reported in a growing number of international and domestic locations, several of which are experiencing sustained community-level or widespread person-to-person transmission. The United States has declared the COVID-19 pandemic a national emergency. The State of California has also declared the COVID-19 pandemic a state-wide emergency. The City of Wildomar (City) has declared a local emergency.

The City recognizes the need to formulate good risk management practices in a timely manner based on the evolving circumstances of the pandemic. The strategies and practices outlined in this policy are designed to support the protection of employees and the general public by minimize the risk of exposure.

The situation regarding COVID-19 is rapidly developing and may change. The City will update this policy as necessary and communicate with employees as changes happen.

I. OVERALL GUIDELINES

All employees, customers, members of the general public, vendors, consultants, and business associates shall be treated with courtesy and respect. A person's risk for COVID-19 depends on a variety of factors that do not relate to the person's race or ethnicity. As a reminder, City employees shall abide by the City's workplace policies Harassment, Discrimination, and Retaliation Prevention and treat colleagues and members of the public with courtesy and respect. Discrimination of any kind is a violation of the City's policies and will not be tolerated.

Know the symptoms: According to the CDC, symptoms compatible with COVID-19, for the purpose of this Policy include subjective or measured fever, cough, or shortness of breath.

II. POLICY GUIDELINES

The City of Wildomar is committed to maintaining a safe and secure workplace. For these reasons this Administrative Policy has been adopted. The workplace strategies and guidelines outlined in this policy are in conformance with CDC guidance and Riverside County Public Health generally. The following workplace strategies may be useful to employees who interact with customers, members of the general public, vendors, consultants, and business associates.

Social distancing is a public health safety intervention used to reduce the likelihood of transmitting communicable disease. Social distancing involves minimizing exposure by adhering to spacing requirements in the workplace and following proper personal hygiene practices. Employees are required to practice social distancing at work to limit exposure to infectious bacteria and viruses during the COVID-19 disease outbreak. The following strategies may be useful in conducting social distancing:

- Wear a face covering when leaving home and at all times in the workplace. Face coverings can include bandanas, scarves, neck gaiters or other clothing that does not have visible holes. If you do not have an appropriate face covering, the City will provide you with one as supplies are available.
- Adhere to public health hygienic recommendations by washing your hands after touching commonly used items or coming into contact with someone who is sick.
- Proper hand washing involves scrubbing hands for at least 20 seconds with soap and water.
- Avoid touching your face, nose, and mouth and avoid rubbing your eyes.
- Practice proper coughing or sneezing etiquette.
- Properly dispose of anything that comes in contact with your mouth such as tissues or plastic eating utensils.
- Avoid coming in contact with individuals displaying symptoms of illness.
- Comply with shelter-in-place directives and orders.

Social Distancing Strategies at Work

- Always try to keep at least 6 feet between yourself and other people.
- Avoid face-to-face meetings.
    - Use e-mail, telephone calls, and video conferencing to conduct necessary business.

- Utilize City Information Technology (IT) staff to set-up systems for interacting with customers and vendors electronically when possible.
- If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room, and sit at least 6 feet from one another other, if possible.
- Wear a face covering at all times in the workplace.
- Avoid sharing equipment whenever possible.
- Limit congregate in workrooms, copier rooms, and other areas where people socialize.
- Avoid person-to-person contact such as shaking hands.
- Consider cancelling or postpone non-essential face-to face staff, customer, vendor meetings, etc.

Remote Computer Access Requests

Remote Access is a generic term used to describe the accessing of the City's computer network (e.g. web access to electronic mail and calendar) from a location other than the assigned City workstation. Users will only be allowed to access those functions authorized by a Department Head and subject to the City's Personnel Policy (COVID-19 Coronavirus Guidance Policy) and procedures. During these evolving circumstances of the pandemic, requests for remote access shall be given priority process by completion of the Limited Duration Teleworking Application form and business and/or operational needs.

Limited Duration Remote Working Arrangements (Teleworking)

Teleworking is a limited duration arrangement that allows eligible City employees to work in a designated area outside the office. Teleworking is a supportive arrangement between employees, supervisors, and employing departments during these evolving circumstances of the pandemic. Teleworking is a privilege, not a right. All City employees who desire to have teleworking arrangements must have their specific arrangement pre-approved in writing. A City department may have additional teleworking requirements, guidelines, or procedures, provided they are consistent with the intent of this limited duration program. Eligibility for limited duration remote working is based on both the position and the employee. Not every job, or every employee, is well-suited for teleworking.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of City employment. Teleworking employees must comply with all City rules, policies, practices, and instructions. A teleworking employee must perform work during scheduled telework hours and must be available during the regular City hours between Monday through Thursday from 8am through 5pm. Employees may not engage in activities while working remotely that would not be permitted at the regular worksite, such as child, elder, or other dependent care, unless on an approved leave (see section below for information on the Families First Coronavirus Response Act (FFCRA)). Teleworking employees may take care of personal business during unpaid lunch periods, as they would at the regular worksite. All City rules regarding the use of computers and

the internet apply while an employee is teleworking, regardless of whether the employee is using City-provided or personal equipment. During these evolving circumstances of the pandemic, requests for limited duration teleworking shall be given priority based on business and operational needs. Any work-related expenses incurred by the employee while teleworking will be reimbursable based on their supervisor's approval.

The City Manager or his/her Designee may deny, end, or modify a limited duration teleworking arrangement for any business reason at their sole discretion. Similarly, an employee in the program may end a telework arrangement at any time. Employees may be removed from the Program if they do not comply with the terms of their limited duration arrangement and violations may result in disciplinary action.

City Business Related Travel

Until further notice and out of an abundance of caution and care, in accordance with health guidance from the CDC, and other health authorities, the City of Wildomar is limiting employee travel during these evolving circumstances of the pandemic. Until the local emergency is declared over, all City-related travel is cancelled without the express written permission of the City Manager. City staff should verify all business-related travel such as conferences, trainings and out of area meetings attendance with their Department Heads. Where possible, cancellations and/or refunds should be obtained within appropriate timelines.

Because cases of COVID-19 have been reported without direct links to travel and person-to-person transmission has occurred throughout the United States, City staff should avoid public transportation, if possible. If you must use take public transportation, employees are advised to travel during non-peak hours to avoid crowds.

Workplace Cleaning and Disinfection

The City of Wildomar maintains safe and healthy working conditions for employees. During these evolving circumstances of the pandemic, nightly janitorial cleaning services, when active, are taking extra care in sanitizing public and common areas (employee lunchroom, staircase handrails, etc.) in all City facilities. Janitorial services focus on cleaning of visibly dirty surfaces followed by disinfection is a best practice measure for prevention of COVID-19 and other viral respiratory illnesses in the workplace.

City Staff are encouraged to practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, etc.) with provided cleaners and disinfectant wipes that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing provided gloves and making sure you have good ventilation during use of the product. For more information on proper usage of cleaning products or practices, contact Human Resources.

Civic Events and City Programming

The City is carefully balancing public safety and preparedness regarding upcoming Civic events. One possibility of enacting social distancing procedures is the closure of venues where large

amounts of people may congregate. The cancelling of any City of Wildomar event shall be the decision of City Manager or his/her designee subject to any local, state, and national shelter-in-place orders and in consultation with the Wildomar City Council and other subject matter experts weighing the best interest of citizens and community we serve.

Prevent Infection and Avoid Exposure

The common cold, influenza, and COVID-19, are all respiratory illnesses, but they are caused by different viruses. Because these types of illnesses have similar symptoms, it can be difficult to tell the difference between them based on symptoms alone.

An employee with a respiratory illness may present with a fever, cough or with flu-like symptoms such as: fever, chills, cough, sever cough, sore throat, runny or stuffy nose, muscle or body aches, headaches and fatigue (tiredness) or other respiratory symptoms.

Employees who have symptoms of acute respiratory illness are recommended to stay home and not come to work until the employee meets the standards set forth by Riverside County Public Health and/or the CDC for an employee's self-isolation period. Different requirements apply for employees who were tested for COVID-19 and employees who were not tested:

If Tested	If Not Tested
• You no longer have a fever (without the use of medicine that suppresses or reduces fevers) AND • Other symptoms have improved (e.g. cough or shortness of breath have improved) AND • You received two negative tests in a row, 24 hours apart.	• You've had no fever for at least 3 full days (without the use of medicine that suppresses or reduces fevers) AND • Other symptoms have improved (e.g. cough or shortness of breath have improved) AND • At least 7 days have passed since your symptoms first appeared

Employees should notify their supervisor and stay home if they are sick. If the City suspects that an employee is showing signs of a communicable illness, the City may require an employee to leave work and go home until they can provide a medical certification demonstrating that they are fit to return to work. In the event that the employee cannot reasonably provide medical certification, the City may allow the employee to complete and submit the (COVID-19) Employee Self-Certification Following Completion Of Self-Isolation Due To Symptoms form and the (COVID-19) Employee Self-Certification Following Fourteen-Day Self-Quarantine Period form to self-certify their fitness to return to work. The City reserves the right to send an employee to a fitness for duty evaluation in order to return to work.

In the case of a City employee that tests positive for COVID-19; the City shall notify the Riverside County Public Agency or other health agencies as necessary. The City shall follow

protocols and direction as determined by the County Health Officer or other proper authority. No such employee shall be allowed to return to the workplace until the City has medical evidence demonstrating that they are fit to return to work, which may involve a medical clearance from a health care professional or, when that is not reasonably possible, a self-certification on a form provided by the City. The City reserves the right to send an employee to a fitness for duty evaluation in order to return to work.

Families First Coronavirus Response Act (FFCRA)

Effective April 1, 2020, the City of Wildomar will offer the following two new benefits to eligible all employees, except for employees designated by the City as emergency responders, based on the Families First Coronavirus Response Act ("FFCRA"). The benefits are Public Health Emergency FMLA Leave and Emergency Paid Sick Leave. Both new benefits will expire on December 31, 2020, unless extended by law.

If they elect to do so, employees will be allowed to utilize appropriate leave accruals or unpaid leave in addition to these new benefits.

The City is providing the following summary of the FFCRA for employees. Please understand that this law is still developing, and we are awaiting additional regulatory guidance from the federal Department of Labor. The City will continue monitoring the development of the FFCRA, and will provide updates to staff as necessary. The following summary may change, depending on future legal developments. Please contact Human Resources or the City Manager with any questions.

Public Health Emergency FMLA Leave is available to full-time and part-time employees, employed for 30 days or more, who are unable to work/telecommute due to the need to care for a child under 18 years of age because the child's school/child care is closed due to COVID-19. This benefit acts as an extension to the Family Medical Leave Act ("FMLA"). Qualifying employees may be eligible for paid leave under this benefit subject to certain restrictions.

Emergency Paid Sick Leave is available to employees, regardless of how long they have been employed, who are unable to work/telecommute due to any of the following reasons as related to COVID-19:

1. Is subject to Federal, State, or local quarantine or isolation order related to COVID-19;
2. Has been advised by a health care provider to self-quarantine related to COVID-19;
3. Is experiencing COVID-19 symptoms and seeking a medical diagnosis;
4. Is caring for an individual who is subject to an order described in (1) or self-quarantine as described in (2);
5. Is caring for his or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons; or

6. Is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services

Qualifying employees may be eligible for paid leave under this benefit subject to certain restrictions.

For more information on eligibility and use of these new benefits, contact Human Resources.

III. SCOPE

This policy shall apply to all City employees.

Suggestions and concerns regarding these guidelines are welcome at any time and may be directed to the City Manager or his/her designee or Human Resources.

IV. DISSEMINATION OF POLICY

All City employees, officers and officials shall be sent copies of this Policy.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Janet Morales, Acting City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2020 – 30 was duly adopted at a regular meeting held on May 13, 2020 by the City Council of the City of Wildomar, California, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales
Acting City Clerk
City of Wildomar



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: November 8, 2023

SUBJECT: Service Agreement with AppleOne for Temporary Employee Staffing Services

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Approve and Authorize the City Manager to Execute the Service Agreement with AppleOne for Temporary Staffing Services

SUMMARY:
This Service Agreement extends the City's agreement with AppleOne to provide Temporary Staffing services to deliver municipal service and project assistance on a short term basis.

BACKGROUND:
The City has executed year-to-year agreements with AppleOne to provide Temporary staffing at City facilities. These positions have included reception and customer service, assisting the City Clerk, Accounting assistance, and other general administrative services. AppleOne provides recruiting, background checks, payroll, evaluation, training, ACA compliance, and quality control of employees, reducing the City's administrative burden related to hiring and retaining short term staff.

DISCUSSION:
The services provided by AppleOne meet the standards established by the City and both parties desire to enter a new agreement. Execution of this agreement sets the fee for all Temporary Service Positions at 55% markup over the Temporary Employee's pay rate. For a Payroll Service Position, the fee would be 40% markup over the Temporary Employee's pay rate. It also sets forth the cost to convert a Temporary Employee to a full-time City employee, should such conversion meet City operational needs. The conversion fee lowers as the length of the Temporary Employee's tenure with the City increases, leading to a fee of 7% of starting annual salary for a Temporary Employee that has worked for the City in excess of 720 hours.

Attachment A includes the proposed Agreement with AppleOne for Temporary Staffing

services.

FISCAL IMPACT:
It is estimated that 1400 hours of temporary assistance staffing would cost approximately $56,000. Sufficient funds are available as salary savings to offset this cost if needed.

ACCOUNT CODE:
100-410-4200-52115
100-450-4500-52115

ATTACHMENTS:
2023.10.19 AppleOne-City of Wildomar-COS v2.pdf

CONDITIONS OF SERVICE

This Conditions of Service ("**Agreement**") is between Client and AppleOne. In consideration of the parties' mutual covenants, conditions, and promises contained herein, the parties agree as follows:

TEMPORARY AND TEMPORARY-TO-HIRE SERVICES

1. Employees or associates of AppleOne or any of its subcontractors temporarily assigned to Client shall be referred to in the singular as "**Temporary Employee**" and in the plural as "**Temporary Employees**." Temporary Employees are subject at all times to Client's direct and indirect supervision; AppleOne does not supervise such employees on their assignments. Client further agrees that while on assignment with Client, Temporary Employees shall not be permitted, without express advance written approval by an officer of AppleOne, to i) engage in travel or otherwise operate a motor vehicle or any non-office machinery or equipment on behalf of Client, ii) handle cash or valuables or negotiable instruments (Client shall also not pay Temporary Employees directly or advance any funds to them.), iii) be permitted unsupervised or uncontrolled access to confidential or proprietary information, including confidential access codes, iv) be permitted unsupervised access to or control of Client's business premises, v) remove any property of Client from Client's business premises, vi) purchase, consume or distribute any alcohol, or vii) consume drugs, unless advance written authorization is provided by a physician. Should any Temporary Employee be permitted to engage in any of the activities described in i) - vii) above, AppleOne shall have no responsibility arising therefrom, and Client agrees to indemnify, defend and hold harmless AppleOne for any and all liabilities, losses, claims, injuries, suits, judgments, expenses, charges, fines, interest or penalties (collectively, "**Losses**") resulting from the employee's conduct.

2. Background check services are available for an additional fee to Client and must be agreed to in writing between AppleOne and Client. Background check services may be conducted by one or more of AppleOne's preferred, third-party vendors (e.g., A-Check Global). Client shall indemnify, defend and hold harmless AppleOne for any and all Losses arising from or related to i) the background checks or the performance thereof and ii) AppleOne's assignment of any Temporary Employees to Client, at Client's request, before the full completion of Client- or AppleOne-required background checks, including any legal requirements associated therewith.

3. AppleOne provides its services in compliance with its obligations as an equal opportunity and affirmative action employer. AppleOne's recruiting procedures are free of discrimination based on race, religion, ancestry, color, national origin, age, gender identity or expression, genetic information, marital status, medical condition, physical or mental disability, protected veteran status, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable federal, state or local laws. AppleOne also consider qualified applicants regardless of criminal histories, consistent with legal requirements.

4. Client agrees to immediately contact its AppleOne representative or the AppleOne Human Resources Hotline at (800) 270-9120 upon receipt of any complaint by a Temporary Employee regarding, but not limited to, any of the following: sexual harassment, discrimination, retaliation, bullying, wage and hour issues, meal and rest breaks or any other employment-related concern. Further, Client agrees to comply with the American with Disabilities Act and any local health accommodation requirements, and upon request by AppleOne, agrees to participate in an interactive process with AppleOne and any Temporary Employee who seeks a reasonable workplace accommodation.

5. Client agrees to indemnify, defend and hold harmless AppleOne and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**AppleOne Parties**") for Losses arising out of any violation of laws by Client. In addition, Client agrees to comply with all laws, regulations and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace. Client agrees to indemnify, defend and hold harmless AppleOne Parties for Losses arising out of Client's violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to workplaces owned, leased or supervised by Client, and/or to which Temporary Employees are assigned. For any serious injury, illness or death of a Temporary Employee occurring in a place of employment or in connection with an AppleOne employee's assignment with Client, Client shall notify AppleOne immediately (Notification to AppleOne is also required in the event of any accident or medical treatment.) and is

required to report immediately, by telephone or fax, to the nearest Occupational Safety and Health Administration ("**OSHA**") office. Client is authorized and required by AppleOne to make the report on behalf of both AppleOne and Client. Client shall provide to OSHA all information required by applicable law, as well as AppleOne's name, address, phone number and contact person, and the Temporary Employee's name. Client shall notify AppleOne immediately after the report has been made.

6. Client will not reassign or relocate a Temporary Employee without prior written authorization by AppleOne. Client agrees to assume all liability for any third party claim arising after any reassignment or relocation that occurs without such authorization.

7. Client understands that Temporary Employees are assigned to Client to render temporary services, and that absent an agreement to the contrary, are not assigned to become employed by Client. Client acknowledges the considerable expense incurred by AppleOne to advertise, recruit, evaluate, train and quality control its employees. Client will not, without prior written authorization by AppleOne, hire an AppleOne employee, interfere with the employment relationship between AppleOne and its employee, or directly or indirectly cause an AppleOne employee to transfer to another temporary help service.

8. Client understands that AppleOne may refer candidates for Client's evaluation or assign AppleOne employees to render temporary services at Client often while such persons seek direct hire employment through AppleOne. If Client, either directly or indirectly, such as through any company within Client's control, solicits, offers employment to and/or hires any AppleOne candidate or employee as an employee or consultant in any position, or utilizes such person's services through another temporary or outsourcing service, or any party affiliated with Client refers such person to any other employer and said person becomes employed by that employer: i) at any time from the date such person's identity is provided by AppleOne to Client until six (6) months thereafter, or ii) within six (6) months after termination of such person's temporary assignment through AppleOne at Client, whichever is the later, Client agrees to pay AppleOne a direct hire fee in accordance with AppleOne's standard fee schedule stipulated by the parties to be equal to thirty percent (30%) of such person's first year annualized wage or salary. Unless Client presents written evidence to AppleOne of Client's prior knowledge of an AppleOne referred candidate i) within three (3) business days of AppleOne's referral of such candidate to Client, or ii) prior to Client's interview of such candidate, or iii) prior to AppleOne's assignment of such candidate at Client, whichever is earliest, Client understands and agrees that Client is liable for the payment of any direct hire fee due to AppleOne pursuant to this Agreement.

9. AppleOne offers temporary-to-hire services to Client. An AppleOne employee temporarily assigned to Client is an employee of AppleOne until released to Client. Should Client be interested in hiring an AppleOne referred candidate or employee, Client shall contact AppleOne, who will establish the terms and conditions for releasing such person to Client's payroll, including the conversion fee to be paid by Client if such terms are not otherwise agreed to between the parties. If any Client accounts are in default according to the payment terms in Section 12, Client shall bring the accounts current prior to the hiring. If Client hires an AppleOne employee with a Client account in default, Client agrees to pay AppleOne a conversion fee equivalent to the direct hire fee as set forth in Section 8 of this Agreement.

INVOICING AND PAYMENT

10. Client understands that Temporary Employees must be paid weekly, and agrees to promptly review and approve or verify timecards or hours worked. Client agrees to pay and shall be liable for any and all charges incurred based upon Client approved or verified timecards or hours or similar information submitted by Client to AppleOne. If timecards or hours lack timely Client approval or verification, AppleOne will process payroll and invoices based upon the timecards or hours submitted by the employees.

11. Client shall reimburse AppleOne for any expenses that are incurred by AppleOne or Temporary Employees, which are reasonably related to or arise out of the services provided to Client or the discharge of duties by Temporary Employees for Client under this Agreement ("**Reimbursable Expenses**"). Such Reimbursable Expenses may include a reasonable amount for Temporary Employee internet service or mobile device service for remote work, Client-required equipment and tools, Client-required uniforms, pre-employment health screening (e.g., COVID-19 testing) and fit for duty doctor's visit costs. Expenses for travel shall not be invoiced or reimbursed unless such travel expenses have been previously authorized by Client.

12. AppleOne shall invoice Client weekly for services and any other obligations hereunder. Client agrees that payment of invoices is due upon receipt. Client agrees that an account balance that remains unpaid thirty (30) days after the invoice date will be considered in default and that AppleOne may assess a default charge of one and one-half percent (1.5%) per month on any such balance. Client agrees to pay any such default charges and any costs of collection, including attorneys' fees.

13. Client's payment method (Check box.): ☐ **ApplePay's eCheck**. Client may sign up at www.applepay.com. ☐ ACH/Other shall be discussed between Client and the AppleOne representative. Notwithstanding anything to the contrary in this Agreement, in the event that AppleOne is subject to any third party fees or costs related to AppleOne's compliance with Client's invoicing or payment policies or practices (e.g., Ariba fees, credit card fees, etc.), AppleOne will pass such fees or costs through to Client without markup.

14. Client and AppleOne acknowledge that through the Patient Protection and Affordable Care Act of 2010, as amended ("**ACA**"), and regulations promulgated thereby, statutory requirements have been imposed upon certain employers of certain employees working in the United States. AppleOne is committed to fulfilling its ACA obligations through offering ACA-compliant benefits to eligible contingent workers, including Temporary Employees. In demonstrating Client's commitment to ACA compliance, Client agrees to share in ACA-related costs by paying a $0.54 surcharge for each hour of service provided by each Temporary Employee. The surcharge will be billed to Client in a separate line item on the invoice.

15. Client, or federal, state or local laws, either currently existing or enacted in the future, may mandate that Temporary Employees undergo specific training (e.g., sexual harassment prevention training), presentations and other curricula ("**Trainings**"), where the payment of wages is required by law. Unless otherwise agreed to by the parties in writing, the parties agree that AppleOne will invoice Client for the time spent by Temporary Employee on such Trainings, as well as for voting, as allowed by applicable law, according to the regular markup percentage or bill rate that AppleOne charges for such employee.

16. Federal, state or local laws, either currently existing or enacted in the future, may require AppleOne or Client to provide one or more Temporary Employees with certain paid sick, quarantine or COVID-19-related leave (Each such law is a "**Paid Leave Law**."). AppleOne and Client agree to comply with all provisions of each Paid Leave Law with respect to Temporary Employees as such laws become effective. Unless otherwise agreed to by the parties in a writing, to address the costs for compliance with a Paid Leave Law, the parties agree that AppleOne will invoice Client for the paid leave of a Temporary Employee according to the regular markup percentage or bill rate that AppleOne charges for such employee provided that the criteria required for the payment of leave to such employee under applicable law has been met.

17. Unless otherwise agreed to by the parties elsewhere in the Agreement and/or in any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s), to the extent that AppleOne may be required to pay the Temporary Employee overtime under any federal, state or local law, AppleOne, as applicable, will bill Client i) based upon the Temporary Employee's legally applicable hourly pay rate for overtime work plus the markup percentage for the Temporary Employee, or ii) an overtime bill rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (for double time, where applicable) to the Temporary Employee's hourly bill rate.

18. Additional agreed upon pricing for the services to Client under this Agreement may be set forth in one (1) or more exhibit(s) to this Agreement or as mutually agreed upon by the parties in writing. The parties agree that upon thirty (30) days' written notice to Client, pricing under this Agreement may change if AppleOne's expenses for statutory or other fixed costs increase, or if new or additional statutory or government-imposed taxes, fees or costs are incurred by AppleOne after the Effective Date. These taxes, fees or costs may include, but are not limited to those related to: Workers' Compensation Insurance, State Unemployment Insurance, federal, state or local taxes, regulations or ordinances (including but not limited to Wage Determinations, Health & Welfare Benefits, SCLS/SCA, vacation pay, Paid Leave Laws or minimum wage laws), or an increase in the ACA surcharge. The parties agree that such written notice may be in the form of an electronic communication, including email.

OTHER TERMS

19. Despite anything to the contrary in the Agreement, Client shall defend, indemnify and hold harmless AppleOne Parties from and against any and all Losses to the extent caused by Client's failure to inform AppleOne, in writing, that Client or any job orders or services hereunder, are subject to Federal Acquisition Regulation and/or

Defense Federal Acquisition Regulation Supplement, Service Contract Labor Standards, formerly known as the McNamara-O'Hara Service Contract Act of 1965 ("**SCLS/SCA**"), Davis-Bacon Act of 1931, Federal Paid Sick Leave (EO 13706), or any other federal law where a security clearance or any kind of government-issued credential or designation is required.

20. To the maximum extent permitted by applicable law, neither Client nor AppleOne shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in gross negligence or willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

21. This Agreement supersedes any and all other agreements, either oral or written, between the parties or anyone acting on behalf of a party hereto, with respect to the subject matter hereof. This Agreement contains all of the covenants, conditions, warranties, representations, inducements, promises or agreements (oral, written, on a website, or otherwise) ("**Promises**") between the parties with respect to the subject matter hereof. Each party hereto acknowledges that no Promises have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Promises, which are not contained herein, shall be valid or binding. Any oral Promises or modifications concerning this Agreement shall be of no force or effect, except by a subsequent written amendment to this Agreement.

22. The confidential and/or proprietary information of the disclosing party will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. The receiving party upon the request of the disclosing party will destroy or return all writings or documents that contain information subject to the protections of this section.

23. The laws of the State of California shall govern this Agreement, its interpretation and any disputes regarding the services. Any action concerning this Agreement or the services shall be instituted in the state or federal courts located in County of Los Angeles in the State of California, and AppleOne and Client agree to the exclusive personal jurisdiction of said courts and waive any rights to a change of venue. In the event that a party hereto commences any legal or equitable action or other proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief.

24. This Agreement shall be in effect from the last date set forth below ("**Effective Date**") and shall continue until terminated at any time by either party in writing. Absent a prior agreement between the parties, services provided by AppleOne to Client before the Effective Date shall be considered as having been provided subject to the provisions of this Agreement. The rights and obligations in this Agreement, which by their nature should survive, will remain in full force and effect following the termination of this Agreement.

25. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

26. As Client's staffing supplier, AppleOne considers itself a critical vendor to Client, and AppleOne is committed to helping its clients through turbulent times. To ensure alignment on this issue, AppleOne requests and Client agrees that, in the unlikely event of a Client bankruptcy filing, that AppleOne will be a critical vendor of Client so that all services performed by AppleOne under this Agreement, or any other agreement between the parties, before and after any bankruptcy filing, are paid in accordance with the parties' applicable contractual terms.

27. A waiver of a breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given unless given in writing.

28. The parties agree that this Agreement (and/or any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s)) may be electronically signed and that any electronic signature appearing on this Agreement (and/or such exhibit(s) or document(s)) is the same as a handwritten signature for the purposes of validity, enforceability and admissibility. Further, the parties agree that this Agreement may be executed in counterparts, each of which together shall be deemed one and the same instrument. Moreover, the exchange of this entire executed Agreement (and/or such exhibit(s) or document(s)) that is in photostatic or portable document format (.pdf) form by electronic mail or by another electronic means shall be considered original(s) and shall constitute effective execution and delivery of the original(s).

City of Wildomar ("**Client**")	AppleOne, Inc. dba AppleOne Employment Services ("**AppleOne**")
Signature	Signature
Daniel York Printed Name	Printed Name
City Manager Title	Title
Date	Date
23873 Clinton Keith Road, Suite 201	327 W Broadway
Wildomar, CA 92595 Address	Glendale, CA 91204 Address

AppleOne is an equal opportunity and affirmative action employer. We proudly embrace diversity in all of its manifestations. We are firmly committed to anti-racism, and as leaders of fairness in work, do not tolerate or support racism or any discriminatory practices.

EXHIBIT A - 1, PRICING
TO CONDITIONS OF SERVICE ("AGREEMENT")
BETWEEN
CLIENT AND APPLEONE

1. TEMPORARY EMPLOYEES:

1.1 Employees or associates of AppleOne and any of its subcontractors temporarily assigned to Client shall be referred to in the singular as "**Temporary Employee**" and in the plural as "**Temporary Employees**." Unless otherwise specified in the Agreement, the rates and fees set forth below represent the Temporary Employee's pay plus all applicable state and federal taxes, government reporting, workers' compensation and related administrative costs.

1.2 AppleOne will charge Client an hourly bill rate for each hour of service provided by a Temporary Employee. AppleOne will invoice Client according to the following fee schedule:

JOB CLASSIFICATIONS	BILL RATE FOR TEMPORARY EMPLOYEE
All Temporary Service Positions	55% markup over Temporary Employee's pay rate
All Payroll Service Positions	40% markup over Temporary Employee's pay rate

1.3 To the extent that AppleOne may be required to pay any Temporary Employee overtime under any federal, state or local law, AppleOne will bill Client for an overtime bill rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (for double time, where applicable) to the Temporary Employee's hourly bill rate.

1.4 Client and AppleOne acknowledge that through the Patient Protection and Affordable Care Act of 2010, as amended ("**ACA**"), and regulations promulgated thereby, statutory requirements have been imposed upon certain employers of certain employees working in the United States. AppleOne is committed to fulfilling its ACA obligations through offering ACA-compliant benefits to eligible contingent workers, including Temporary Employees. In demonstrating Client's commitment to ACA compliance, Client agrees to share in ACA-related costs by paying a $0.54 surcharge for each hour of service provided by each Temporary Employee. The surcharge will be billed to Client in a separate line item on the invoice.

1.5 Federal, state or local laws, either currently existing or enacted in the future, may require AppleOne or Client to provide one or more Temporary Employees with certain paid sick, quarantine or COVID-19-related leave (Each such law is a "**Paid Leave Law**."). AppleOne and Client agree to comply with all provisions of each Paid Leave Law with respect to Temporary Employees as such laws become effective. Unless otherwise agreed to by the parties in writing, to address the costs for compliance with a Paid Leave Law, the parties agree that AppleOne will invoice Client for the paid leave of a Temporary Employee according to the bill rate that AppleOne charges for such employee provided that the criteria required for the payment of leave to such employee under applicable law has been met.

1.6 Intentionally omitted.

1.7 The parties agree that upon thirty (30) days' written notice to Client, pricing under this Agreement may change if AppleOne's expenses for statutory or other fixed costs increase, or if new or additional statutory or government-imposed taxes, fees or costs are incurred by AppleOne after the effective date of the Agreement. These taxes, fees or costs may include, but are not limited to those related to: Workers' Compensation Insurance, State Unemployment Insurance, federal, state or local taxes, regulations or ordinances (including but not limited to Wage Determinations, Health & Welfare Benefits, Service Contract Labor Standards (formerly known as the McNamara-O'Hara Service Contract Act of 1965), vacation pay, Paid Leave Laws or minimum wage laws), or an increase in the ACA surcharge. The parties agree that such written notice may be in the form of an electronic communication, including email.

Temporary Employees must work at the job site of the original assignment. An authorized AppleOne representative must approve, in writing, any change in job site or job duties in advance of such change.

2. CONVERSION OF TEMPORARY EMPLOYEE:

2.1 Client may convert a Temporary Employee to a full-time employee at a fee equal to 7% of the Temporary Employee's starting annual salary for Client once the Temporary Employee has been on assignment with Client for 720 hours. Should Client convert any Temporary Employee to a full-time employee prior to 720 hours, AppleOne will bill Client according to the following fee schedule:

HOURS COMPLETED ON ASSIGNMENT	CONVERSION FEE AS A PERCENTAGE OF THE EMPLOYEE'S STARTING ANNUAL SALARY FOR CLIENT
1-240 Hours	25% of Starting Annual Salary
241-480 Hours	19% of Starting Annual Salary
481-719 Hours	13% of Starting Annual Salary
720+ Hours	7% of Starting Annual Salary
Conversion is not transferable to any third party who is a competitor of AppleOne.	

THERE IS NO CONVERSION FEE FOR PAYROLL SERVICE POSITIONS.

3. DIRECT HIRE SERVICES:

3.1 Client retains AppleOne on a non-exclusive basis to locate, refer, and/or present to Client candidate(s) for employment positions with Client. Such direct hire services shall be referred to as the "**Direct Hire Services**." Decisions regarding whether to hire candidate(s) referred by AppleOne, as well as any and all compensation and benefits to be offered to such candidate(s), shall be made by Client, and not by AppleOne.

3.2 AppleOne will perform reference checks and other such screening as AppleOne deems reasonably necessary to determine the qualifications and suitability of the candidate(s) prior to their placement at Client. Reference checks for the candidate(s) will be based entirely upon application information provided by the candidate(s). AppleOne will be entitled to rely upon any information received from the candidate(s) and their references. AppleOne will not be responsible to complete the employer I-9 verification process. Except as specifically provided herein, any other checks, screenings, or tests (e.g., drug, health, credit, criminal, and/or skills) (collectively, "**Background Checks**") will not be performed on candidate(s). Upon Client's written request, and AppleOne's written agreement to such request, AppleOne can arrange, for an additional fee, to have lawful, Client-specified Background Checks performed on candidate(s). The fee for any agreed-upon Background Checks shall be determined by AppleOne at the time of Client's request and shall be paid by Client at the time such service is performed by AppleOne and/or its preferred third party vendor(s). AppleOne shall have no liability in connection with the acts or omissions of third-party vendor(s) who perform any Background Checks

3.3 AppleOne provides its Direct Hire Services in compliance with its obligations as an equal opportunity and affirmative action employer. AppleOne's recruiting procedures are free of discrimination based on race, religion, ancestry, color, national origin, age, gender identity or expression, genetic information, marital status, medical condition, physical or mental disability, protected veteran status, sex (including pregnancy), sexual orientation, or any other characteristic protected by applicable federal, state or local laws. AppleOne also consider qualified applicants regardless of criminal histories, consistent with legal requirements.

3.4 Except as otherwise set forth in the Agreement, Client agrees that a fee for AppleOne's Direct Hire Services ("**Direct Hire Fee**") shall be deemed earned by AppleOne when a candidate referred by AppleOne to Client is employed by Client or its subsidiary or other affiliated entity at any time within six (6) months from the date AppleOne provided the identity of such candidate to Client. This Direct Hire Fee shall be earned and due to AppleOne regardless of the position in which the candidate is hired, even if such position is different than the position for which the candidate was originally referred. In addition, unless Client presents written evidence to AppleOne of Client prior knowledge of an AppleOne referred candidate either: i) within three (3) business days of AppleOne's referral of such candidate to Client or ii) prior to Client's interview of such candidate, whichever is earlier, Client understands and agrees that Client is liable for the payment of any Direct Hire Fee due to AppleOne for such candidate pursuant to this Agreement.

3.5 Client agrees that the Direct Hire Fee for an AppleOne referred candidate under the terms of this Agreement is equal to a percentage of such candidate's first year annualized salary as set forth in the table below.

JOB CLASSIFICATION	PERCENTAGE (%) OF FIRST YEAR ANNUALIZED SALARY
All Positions	25%

3.6 Client agrees that payment for Direct Hire Services is due net ten (10) calendar days following receipt of invoice or the candidate's start date, whichever is later. Client understands and agrees that a default charge of one and one-half percent (1.5%) per month may be imposed on any balance that remains unpaid after thirty (30) days from the invoice date. Client agrees to pay any such default charge(s) and any costs of collection, including attorneys' fees.

3.7 **"5•50 Assurance Plan" Terms and Conditions:**

a. The 5•50 Assurance Plan is contingent upon the timely payment of fees according to the terms set forth in this Agreement. The 5•50 Assurance Plan may only be applied one (1) time per original candidate. Client must also notify AppleOne in writing within five (5) calendar days of a candidate's termination, resignation, promotion or relocation date, as applicable, should Client wish to utilize the 5•50 Assurance Plan.
   i. 30 Calendar Days – Free Replacement or Full Refund: Upon termination or resignation of the original candidate within the first thirty (30) calendar days of employment, AppleOne will provide either a one-time free replacement for the same vacated position or a full refund of the Direct Hire Fee paid for the original candidate.
   ii. 31 to 90 Calendar Days – Free Replacement or Prorated Refund: Upon termination or resignation of the original candidate between thirty-one (31) and ninety (90) calendar days, AppleOne will provide either a one-time free replacement for the same vacated position or a prorated refund of the Direct Hire Fee paid for the original candidate. The prorated refund will be based on the number of calendar days remaining after termination or resignation within the ninety (90) day period (1/90th of the fee per calendar day).
   iii. 91 Calendar Days to 5 Years - 50% Discount: Upon termination, resignation, or promotion of the original candidate between ninety-one (91) calendar days and five (5) years, AppleOne will offer a one-time replacement of the same vacated position at a 50% discount.
   Example: If the original Direct Hire Fee is 25% of first year annualized salary, the replacement Direct Hire Fee will be 12.50% of the first year annualized salary of the replacement candidate.

b. The 5•50 Assurance Plan is not available in the event of employee termination or resignation due to a significant change in the employee's compensation or other benefits of employment, unlawful conduct of the employer, harassment of the employee, or other conditions or events not in keeping with a professional and reasonable working environment.

City of Wildomar ("**Client**")	AppleOne, Inc. dba AppleOne Employment Services ("**AppleOne**")
Signature	Signature
Daniel York Printed Name	Printed Name
City Manager Title	Title
Date	Date
23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595 Address	327 W Broadway Glendale, CA 91204 Address

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: November 8, 2023

SUBJECT: Legislative Update Change to Personnel Rules - Part Time Sick Leave

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S PERSONNEL RULES

SUMMARY:
Amends the personnel rules to comply with recent California Paid Sick Leave Requirements relating to paid sick days and paid sick leave. City's Personnel Rules relative to Sick Leave for Part-Time and Temporary Employees (Rule XII.F.3.g and h) are being amended to comply with SB 616..

BACKGROUND:
The City of Wildomar last amended the Personnel Rules in October 2023 as part of a global revamp of the rules that guide the City's personnel and employment practices. In the time since the Rules were amended, the State of California approved SB 616 which amends Sections 245.5, 246 and 246.5 of the State Labor Code related to employment. In order to remain compliant with these amended sections, the City's Personnel Rules as they relate to Sick Leave for Part-Time and Temporary Employees (Rule XII.F.3.g and h) must be revised.

DISCUSSION:
Employers are required to provide paid sick leave to workers in California under the Healthy Workplace Healthy Family Act of 2014 (HWHFA) as amended by SB616. The City is required to accrue at least one hour of sick leave for every 30 hours an employee works. At the same time, an employer may limit the amount of paid sick leave an employee can use in one year to 40 hours or five days, whichever is more. An employer must allow accrued unused paid sick

leave to be carried over to the next year, but a cap on carry over hours of no less than 80 hours or ten days is permitted. Based on these requirements, the Rules will be revised to increase the amount of sick leave part-time and temporary employees may use from up to 24 hours to 40 hours of accrued paid sick leave during a calendar year. At the same time, unused paid sick leave carried over from calendar year to calendar year with a maximum paid sick leave bank will be revised from 48 to 80 hours.

FISCAL IMPACT:
There is no significant fiscal impact associated with these changes.

ATTACHMENTS:
Policy_Resolution11_2023.docx
Exhibit A Wildomar Personnel Rules - NOV 2023.docx

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REVISING THE CITY'S PERSONNEL RULES

WHEREAS, on June 18, 2014, the City of Wildomar ("City") City Council adopted Ordinance No. 96 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 2.36 (PERSONNEL SYSTEM) OF THE WILDOMAR MUNICIPAL CODE;

WHEREAS, Ordinance No. 96 among other things, states that the City Council shall have the authority to adopt, amend, or repeal the Personnel Rules ("Rules") as determined necessary from time to time; and

WHEREAS, as the State of California approved SB 616 which amends Sections 245.5, 246, and 246.5 of the California Labor Code relating to employment, there is a need to update the Rules to address these additional requirements to the Workplace Healthy Family Act of 2014.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. PERSONNEL RULES. Upon adoption of this Resolution, City Council adopts the "City of Wildomar Personnel Rules and Regulations, Updated November 2023," as attached to this Resolution as Exhibit A.

PASSED, APPROVED, AND ADOPTED this 8th day of November 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

City of Wildomar

Personnel Rules and Regulations Updated October 2023

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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. Not an Employment Contract. None of these Rules shall be deemed to create a vested contractual right for any employee.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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, system, 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. "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.

7. "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.

8. "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.

9. "Council" or “City Council” means the City Council of the City of Wildomar.

10. "Day" or "days" means calendar day(s), unless otherwise stated.

11. "Demotion" means the movement of an employee from one class to another class having a lower maximum base rate of pay.

12. “Department Head” means the administrative head of every department in the City.

13. “Disciplinary action" means the discharge, demotion, reduction in pay, suspension, or reprimand of an employee for punitive reasons.

14. "Eligibility list" means the list which contains the names of successful applicants according to relative performance on the total weighted examinations.

15. “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.

16. “Exempt Employee” means an employee who holds a position that, based on both the job requirements and the salary earned, do not entitle the employee to receive compensation at an overtime rate under applicable state or federal wage and hour laws.

17. "Full-time employees" means employees whose positions require the employee work 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.

18. "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.

19. “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

20. “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.

21. "Personnel Officer" means the City Manager or their designee.

22. "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.

23. "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.

24. "Promotion" means the movement of an employee from one class to another class having a higher maximum base rate of pay.

25. "Provisional appointment" means a temporary appointment, less than 960 hours in a fiscal year, of an individual 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.

26. "Reinstatement" means the restoration without examination of a former employee to a classification in which the employee formerly served.

27. "Suspension" means the temporary separation from service of an employee without pay for disciplinary purposes.

28. "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.

29. "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.

RULE III. NONDISCRIMINATION

A. Equal Employment Opportunity. The City is committed to a policy of equal employment opportunity for applicants and employees. It does not discriminate against qualified applicants or employees with respect to terms or conditions of employment based on race, 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.

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 prohibiting harassment, discrimination, and retaliation, attached as Appendix A.

B. Policy Against Harassment, Discrimination and Retaliation. City policy prohibits unlawful harassment and discrimination based on an employee's race, 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. In addition, City policy prohibits retaliation because of the employee's 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 policy against unlawful harassment, discrimination, and retaliation is set forth in a council adopted policy, and is attached to these Rules as Appendix A.

C. 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").

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 Department. 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 Department 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 XII.N.

D. 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.

E. 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, the specifications, when approved by the City Manager, will constitute the official classification specifications and will indicate the date of approval or last revision. 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.

RULE V. COMPENSATION

A. Salary on Appointment.

1. New Employees. New employees shall be paid at the first step of the salary range 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 range if it is determined that qualified applicants cannot be successfully recruited at the first step of the salary range.

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 lower applicable step for the range 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 X.H.

C. Increases Within Salary Range. Employees will normally become eligible for a merit adjustment in pay after 12 months of service. 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 any time after the completion of 12 months of service. 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 range 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 range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step the employee held in their former range. If the maximum of the range would be exceeded by such advancement, the

employee shall receive the top step of the range. 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 salary range, shall be compensated at the same step of the salary range as the employee previously received and their salary anniversary date shall not change.

F. Salary on Change in Range Assignment. Whenever a class is reassigned to either a higher or lower salary range by the Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the salary position in the new range that corresponds to the salary the employee was receiving in the former range and the employee shall retain the same salary anniversary date.

G. Salary on Reallocation of Position. If the position is reallocated to a class having the same salary range, the salary and the salary anniversary date of the incumbent shall not change. If the position is reallocated to a class which has a higher salary range, the City Manager shall adjust the salary of the incumbent employee to fit the higher salary range which is at least as much as the employee was receiving in the former range and the employee shall retain the same salary anniversary date. If the position is reallocated to a class with a lower salary range, and the employee's salary exceeds the top step of the class to which their position is reallocated, their salary shall not change 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 salary range shall have their salary adjusted by one 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 Personnel Officer, 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 salary range than that of the class in which the employee is normally assigned, shall receive the entrance salary rate of the higher salary range 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, and only after the employee has served for 10 consecutive working days 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 in one of the foregoing classifications 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 following pay period.

The City, at its 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 salary range for the class to which the position is allocated.

L. Cost of Living Adjustment. Effective July 1, 2024, City Council, at its sole discretion, will consider providing a Cost of Living Adjustment ("COLA") to all employees on annual basis during its regularly scheduled meeting in July of each year. City Council will review the published Riverside-San Bernardino-Ontario, CA, Consumer Price Index – U 12-month percent changes on all items for the month of May 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. 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,, 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 employee is formally charged 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;

   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 ; use or possession of illegal drugs

   e. material acts of dishonesty;

   f. 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;

   g. material failure to follow clear and legal directives of a majority of City Council provided in a duly noticed public meeting, including closed session; or

   h. Any other violation of these Rules, including a violation of a listed cause for discipline under Section XVI of these Rules, or other City personnel policies or procedures.

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, or 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;

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 determined that the applicant meets the minimum qualifications of the position), medical tests (possibly including a drug test), 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.

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 to 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). 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 his or her 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 shall not be entitled to credit for the time served under the provisional appointment toward if the employee is awarded the position on a non-provisional basis.

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 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 by any one action; provided; 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 fall within the monthly rate of pay range 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 more than twelve (12) consecutive working days, 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 on the thirteenth working day 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 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.

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 Personnel Officer, 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 the required amount of notice of resignation, and was evaluated at least as "fully meets job standards" or an equivalent rating on the employee's last performance evaluation. No credit for former employment shall be granted in computing salary, vacation, sick leave, retirement benefits, or other benefits except on the specific written direction of the Personnel Officer at the time of reinstatement. Such reinstatement action may, at the discretion of the Personnel Officer, 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.

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 will have their salary reduced accordingly 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 if the employee can perform the essential functions of the vacant position, with or without reasonable accommodation.

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, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter- in-law, son-in-law, grandchild, grandparent, niece, nephew, spouse's nice, spouse's nephew, 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. 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 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 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, he or she 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 VI, his or her 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 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, 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 Section, 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 Section, 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 efficient operation of the City. Relationships that present an actual conflict under this Section 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 Policy

Against Harassment, Discrimination, and Retaliation. 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.

RULE IX. REPORTS AND RECORDS

A. Maintenance of Personnel Files. A personal 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.

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 by a former or current employee is required to forward that request to the Administrative Services Director and seek direction. Only the City Manager and the Administrative Services Director or their designees are authorized to provide references for former or current employees on behalf of the City. 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.

E. Destruction of Records. Upon approval of the City Attorney, records relating to personnel may be destroyed as prescribed by law

RULE X. 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 made. 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 be eligible to be appointed off of any eligibility list until a satisfactory rating is established.

2. 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 IX.H.3.

3. 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 XI. 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.

1. The City Work Schedules include a standard 5/8 schedule and an alternative 4/10 schedule.

a. Alternative 4/10 Workweek and Work Schedule.

i. The City has adopted a 4/10 work schedule for most employees, which consists of ten hours per day, four days per week.

ii. Employees assigned to work a 4/10 work schedule will work Monday through Thursday with Fridays 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.

iii. The workweek for employees assigned to a 4/10 work schedule shall be seven consecutive days, 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.

b. Standard Workweek and Work Schedule.

i. The standard 5/8 work schedule consists of eight hours per day, five days per week.

ii. 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.

iii. 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. 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, work week and workday hereunder.

D. 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.

E. 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.

F. 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.

G. 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 vacation, 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. Department Heads are required to notify the Finance Department of any approved overtime at the end of the workday in which overtime is worked. 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 XII. 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 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 shall receive a prorated share of their employment benefits, including, but not limited to, the accrual of paid leaves, cafeteria contributions, or supplemental pay.

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.

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 holidays under this section. Part-time employees that were hired before September, 1, 2023 are eligible for holiday leave under this section. Part-time employees hired on or after September 1, 2023, and temporary employees are not eligible for holiday leave under this section.

1. Holidays Observed for Employees on a 5/8 Work Schedule. As provided in Section B.1.b. of Rule XI above, 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.a. of Rule XI above, employees working a 4/10 work schedule, that are regularly scheduled Monday through Thursday of each week, shall receive 10 hours of pay for holidays observed and recognized under this subsection, if such holidays are observed on Monday, Tuesday, Wednesday, or Thursday. Such employees shall not receive holiday pay for

holidays observed on a Friday. Such employees are entitled to the following days as recognized paid holidays, so long as the observed day falls on Monday, Tuesday, Wednesday, or Thursday:

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. Thanksgiving Day

h. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

3. List of Dates Holidays are Observed. In December of each year, the City Manager will send a list of observed holiday dates for the following calendar year. When a holiday falls on a Saturday, it shall be observed on the Friday immediately preceding the holiday. When a holiday falls on a Sunday, it shall be observed on the Monday immediately following the holiday. The City also observes the last week of each calendar year as a holiday by closing City hall and providing employees with holiday pay for each working day of the closure.

D. Vacation.

1. Full-time employees in all classifications shall accrue vacation, on a daily basis, and vacation accrues on a pro rata basis during each pay period. Except as otherwise approved in writing by the City Manager, vacation leave shall accrue according to the following schedule:

a. From the date of hire through five years of service: 80 hours per year.

b. Beginning the sixth year through 10 years of service: 120 hours per year.

c. Beginning the 11th year of employment: 160 hours per year.

2. The maximum number of vacation hours that may be accumulated by an employee is 320 hours. Once an employee reaches the maximum

accumulation, the employee shall cease vacation accrual until their total number of vacation hours falls below the maximum allowable.

3. A maximum of 80 hours of vacation per calendar year may be converted to compensation and shall be paid at the employee's rate of pay at the time of the conversion with a balance of 40 hours payable up to twice a year, per the budgetary schedule. Each employee eligible for vacation 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 vacation accrued and unused during the subsequent calendar year. Such 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 vacation accrued and unused during the subsequent calendar year.

4. At termination of employment for any reason, the City shall compensate the employee for the employee's accumulated, but unused, vacation time at the employee's base rate of pay at the time of termination.

5. If a holiday falls on a work day during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

6. Vacations may be scheduled at any time during the year upon approval of the City Manager or their designee.

7. Part-time employees hired after September 1, 2023 are not eligible for vacation leave.

E. Sick Leave for Full-Time Employees.

1. Applicability. This section applies to full-time employees.

2. Definitions.

a. Family Member. Family Member shall include any of the following: a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands in loco parentis, or a child of a domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; and a father-in-law, mother-in-law, sister-in-law, brother-in-law, or a designated person, which, for purposes of this section, means a person identified by the employee at the time the employee requests paid sick days. The City may limit an employee to one designated person per twelve (12) month period.

Exceptions to this definition shall be reviewed and possibly approved by the City Manager.

3. Sick Leave Accrual. Commencing on their first date of employment, employees shall earn eight (8) hours of Sick Leave per month of full-time service which shall accrue on a pro rata basis during each pay period (approximately 3.69 hours on bi-weekly basis). Employees shall be compensated for using Sick Leave at their regular rate of pay for the workweek in which the employee uses Sick Leave, whether or not the employee actually works overtime in that workweek, on the payday for the next regular payroll period after the Sick Leave was taken.

4. Carryover and Cap on Accrued Sick Leave. Unused Sick Leave shall be carried over from calendar year to calendar year with a maximum Sick Leave bank of 320 hours. Once an employee's Sick Leave bank reaches maximum accrual, the employee shall cease Sick Leave accrual until the total number of Sick Leave hours falls below the maximum allowable.

5. Permitted Uses of Sick Leave. Upon the verbal or written request of an employee, the City shall permit eligible employees to use earned Sick Leave for the following purposes:

   a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.

   b. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

   c. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future

domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

6. Work-related Injury or Illness. When an injury or illness is job-related, the employee shall be charged with Sick Leave usage only to the extent that their salary is not covered by worker's compensation.

7. Request for Sick Leave.

   a. An employee shall contact his or her immediate supervisor prior to or within one hour of the commencement of their work shift, or as soon as practicable, to report the need for Sick Leave for a Permitted Purpose. If no immediate supervisor is available, an employee shall contact his or her department head. Consideration shall be given to emergency situations that restrict the employee from contacting his or her immediate supervisor within the first hour of work including, but not limited to: accident, injury, or hospitalization.

   b. If the need for Sick Leave unforeseeably arises at an employee's work site, the employee shall notify his or her immediate supervisor before the employee leaves the work site due to a Permitted Purpose prior to completion of the work shift, or as soon as practicable.

   c. Employees are not responsible for finding other employees to cover shifts due to their use of Sick Leave.

8. Verification of Continuing Need for Sick Leave. In cases where an employee uses Sick Leave for four or more consecutive days, the City Manager or supervisor may require verification that the Sick Leave is needed for a Permitted Purpose.

9. Minimum Increments of Sick Leave. The minimum charge to an employee's Sick Leave account shall be one-half hour, and will be rounded up to the next half hour. For example, an employee who is gone from work for two hours and ten minutes will be charged two and one-half hours of Sick Leave.

10. Notice of Available Sick Leave. An employee's paystub will display the amount of available Sick Leave.

11. No Lending of Sick Leave. The City will not lend or advance Sick Leave to any employee prior to accrual.

12. Reinstatement of Unused Sick Leave. Any unused Sick Leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. The employee shall be entitled to use the reinstated Sick Leave and to accrue additional Sick Leave upon

rehiring. Use of any reinstated Sick Leave is governed by the provisions in Section XII.E.5 of these Rules.

13. Records Documenting Hours Worked and Sick Days Accrued and Used. The City shall keep records documenting the hours worked and Sick Leave earned and used by an employee for the maximum duration required by law.

14. Employee Inspection of Records Pertaining to Sick Leave. Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

15. Partial Cash Out of Sick Leave Upon Termination and CalPERS Service Credit Conversion upon Retirement .

    a. Executive Level Employees. Executive employees will be permitted to cash out part of their sick leave upon termination in accordance with this section. Unless an executive employee is terminated for cause, as defined in Section V.N.2, the City shall compensate the executive employee for 50% of the executive employee's accumulated, but unused, sick leave at the executive employee's base rate of pay at the time of termination. Executive employees retiring at separation from employment with the City may receive CalPERS service credit for accrued unused sick leave consistent with the City's contract with CalPERS. However, sick leave that is converted to CalPERS service credit cannot be included in the partial cash out.

    b. All Other Employees. Employees, other than executive employees, will be permitted to cash out part of their sick leave upon termination in accordance with this section. Employees shall become eligible for this partial cash out of sick leave upon completion of five years of continuous service with the City. Unless an employee is terminated for cause, as defined in Section V.N.2, the City shall compensate the employee for 50% of the employee's accumulated, but unused, sick leave at the employee's base rate of pay at the time of termination. Employees retiring at separation from employment with the City may receive CalPERS service credit for accrued unused sick leave consistent with the City's contract with CalPERS. However, sick leave that is converted to CalPERS service credit cannot be included in the partial cash out.

16. Abuse of Sick Leave. Employees who do not comply with this section, including providing insufficient notice of sick leave or using sick leave for reasons other than for a Permitted Purpose, are committing abuse of sick leave, which is grounds for discipline, up to and including termination. The City reserves the right to take reasonable steps to determine whether an employee is abusing sick leave, including, but not limited to, requiring a doctor's note or other relevant documentation, attempting in-person or

electronic communication with the Employee using sick leave, identifying and tracking consistent patterns of sick leave use, such as in connection with weekends, holidays, and scheduled days off, and considering social media content or other relevant evidence that is either publicly available or shared voluntarily by other employees or interested individuals.

F. Sick Leave for Part-Time and Temporary Employees

1. Applicability. This section applies to part-time and temporary employees. The City provides paid sick leave to part-time and temporary employees as required under California law.

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 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. Part-time and temporary employees shall accrue paid sick leave at the rate of one (1) hour for every thirty (30) hours worked.

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. Accrual and balance information is also available via the City's electronic timesheet system.

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 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.

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 work day.

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 or abuse 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 or abuse 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. 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.

m. Reinstatement of Unused Paid Sick Leave. Unused accrued paid sick leave 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.

n. 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 paid sick leave shall remain intact and will thereafter be subject to section XI.E. governing accrued paid sick leaves for full-time employees.

o. 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.

p. 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.

G. 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 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 year while on bereavement leave as provided in this section G. 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, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian or legal ward.

H. 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.

I. Jury Duty.

1. 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 up to ten days of 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 work day, 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.

2. An employee required to serve on a jury for longer than ten days may elect to use any accrued paid leaves, other than sick leave, for the time spent on jury duty after the ten days of jury duty paid leave have been exhausted. An employee is not required to convey compensation received as a juror in this circumstance.

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.

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. 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, or for other reason deemed acceptable at the City's sole discretion.

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, vacation credits, sick

leave credits, increases in salary 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.

M. Management Leave. As compensation for the unique nature of their jobs, the City provides Management Leave to executive classification employees and management classification employees, such classifications are listed in Appendix A to these Rules and 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 management leave per fiscal year.

2. Employees in the management classification shall receive 60 hours of management leave per fiscal year.

Management leave shall be credited and vest on July 1st of each year. New eligible employees shall be credited with a prorated number of management 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.

Management leave cannot be carried forward from year to year, and any unused leave will be cashed out on June 30th of each year. Employees may not receive cash out of unused management leave at separation from City employment.

N. 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.

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.

O. 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.

P. 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.

Q. 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 City Manager's discretion, believes warrant such leave. 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.

R. 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 child care provider;

b. To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed child care provider.

c. To address an emergency, such as:

i. A request from child care provider or school that the child be picked up.

ii. A provision in the attendance policy for the child care provider or school, other than a planned holiday, that prohibits the child from attending.

iii. Closure or unexpected unavailability of the child care 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 hours in one calendar month. However, no limit shall be placed on the amount of leave taken under Section (R)(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 are required to provide written verification from the school or child care 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 vacation time when taking leave under this section.

RULE XIII. 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 repeated tardiness be tolerated.

C. General Absences. Pre-authorized vacations, 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 subject to disciplinary action, up to and including, termination of employment.

RULE XIV. 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 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 (CaIPERS), employees who meet the age and service credit minimums may qualify for a service retirement from CaIPERS. Under CaIPERS 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 XV. 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.

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. 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.

2. When outside employment is reported to a Department Head, the Department Head 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.

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, or while in uniform.

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 in 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 XVI. 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. Malicious 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 Policy Against Harassment,

Discrimination and Retaliation.

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 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

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 XIV.E below. If the employee does not meet the criteria set forth in Rule XIV.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.

   b. The employee's denial of the stigmatizing charge.

   c. Public disclosure of the stigmatizing charge.

2. Name-Clearing Hearing. If the employee has satisfied all three criteria set forth in Rule XIV.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 XVII. 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. Verbal counseling;

4. Policy decisions of the City Council;

5. Any disciplinary actions under Rule XIV.B, or procedure imposing such disciplinary action;

6. Transfer to another position without a loss of pay;

7. Any aspect of the employment examination or selection process; and

8. Matters for which there is a separate appeal.

B. Grievance Procedure.

1. 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.

2. 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.

3. 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 or registered mail.

RULE XVIII. 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.

2. The City does not permit employees to take a “cash out” or “cash in lieu” of the medical, dental or vision insurance allotment.

3. The City contributes directly to the cost of health care premiums in accordance with Resolution 2010-48, or as may be subsequently amended. The City reserves the right to modify the contribution amount

4. or to terminate its participation in the PEMHCA program at any time in accordance with the CalPERS rules.

B. Retirement Benefits. The City has contracted with the California Public Employees' Retirement System (CaIPERS) for retirement benefits. Eligible Employees receive retirement benefits in accordance with CalPERS calculations.

RULE XIX. 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 payment 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. Educational reimbursement shall not exceed $1,500.00 in any fiscal year, and is not compensation reportable for retirement purposes.

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 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 XX. WORKPLACE VIOLENCE PREVENTION

The City maintains a standalone administrative policy for workplace violence prevention: the City of Wildomar Policy Prohibiting Workplace Violence and Workplace Violence Prevention Plan. Employees should refer to the stand alone policy for details regarding the prevention of workplace violence, and the City's workplace violence prevention plan.

RULE XXI. DRUG-FREE WORKPLACE POLICY

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. The full provisions regarding drugs and alcohol in the workplace will be set forth in an administrative policy.

RULE XXII. ELECTRONIC COMMUNICATIONS POLICY

The City provides its employees with certain electronic communications devices. Employees should be aware that no computer usage including messages transmitted or received on the computer system are private or confidential. The City's full policy regarding the use of electronic communications equipment will be set forth in an administrative policy.

RULE XXIII. 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. The City will furnish these uniforms to employees at the City's expense. The City will also be responsible for the maintenance, cleaning, and replacement of 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 XXIV. EMPLOYEE REIMBURSEMENTS AND ALLOWANCES

A. Reimbursement. Employees who are required to use their personal electronic devices and/or personal automobiles during the course of their employment will be entitled to receive reimbursement for the costs of actual expenses incurred in the performance of their duties. Employees are required to submit receipts in support of their claimed expenses.

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 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. When eligible for an allowance, the following amounts may be provided:

1. Personal electronic device (voice/telephone only): $60/month

2. Personal electronic device (data plan only): $60/month

3. Personal electronic device (voice and data): $120/month

4. Automobile: up to $500/month (varies per position and usage)

RULE XXV. 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, proper, 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 direction 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, 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 work day, 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. 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 on 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 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 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]

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: November 8, 2023

SUBJECT: Payment Processing Agreement with CSG Forte Payments, Inc. for Payment Card and ACH Transaction Processing Services.

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Approve and Authorize the City Manager to Execute the Payment Processing Agreement with CSG Forte Payments, Inc., and to provide payment processing and related products and services.

SUMMARY:
This agreement authorizes CSG Forte to provide payment processing for the CivicPlus ERP Permitting and Registration System and to provide three standalone payment card terminals for processing payment cards at special events.

BACKGROUND:
On August 9, 2023 City Council approved a Master Services Agreement with CivicPlus, LLC. for a Community Development ERP program. The modules purchased include Business Licensing, Code Enforcement, Planning & Zoning, Permitting, Fire & Safety Inspections, GIS Mapping Integration, and a Mobile Application for Offline Inspections. Part of the functionality in CivicPlus is the ability for customers to check out and pay for permits and inspections as well as business registrations via an online portal. In order for that portal to work, CivicPlus has partnered with CSG Forte to provide merchant payment processing services. The result is a seamless integration that provides a user friendly interface for City of Wildomar customers, allowing them to pay with a payment card and / or ACH.

DISCUSSION:
Staff recommend using CSG Forte for the integration with CivicPlus and to process special event payment card transactions via three standalone handheld PCI-DSS compliant terminals sold by CSG Forte. The City currently uses Intellipay's online payment portal for all non-CivicPlus online payment card transactions and recommend using Intellipay for that use case.

The Forte payment system option passes the transaction fee to the customer via a Service Fee in the same fashion the City uses with Intellipay. While the service fee for Forte is one percent higher, Forte offers a full integration with CivicPlus that isn't offered by Intellipay. This integration will provide a seamless customer experience, whether the customer pays for a permit, a business registration, or an inspection fee. It also streamlines administration on the back end as the payments will be processed and receipted through CivicPlus with data passed to the Oracle financial ERP for reconciliation. Forte also offers a comprehensive back end reporting software to streamline the current day reconciliation process.

The payment processing agreement has been reviewed by the City Attorney, who has identified varying levels of risk to the City. One potential risk identified is through the Limit of Liability, which does not exclude data breaches, data security requirements, or intentional misconduct or gross negligence by the vendor or its subcontractors. In speaking directly with Forte, it was determined that they carry a $1M cyberinsurance policy against breaches for just such a risk. In addition, Forte does not store any credit card information, so the risk of a breach is significantly low. Based on those facts and weighing the operational need for the payment card and ACH processing service integrated directly with CivicPlus, versus the risks identified by the City Attorney's office, staff recommend approving the agreement (Agreement, Exhibit A).

FISCAL IMPACT:
The total cost for three VeriFone V400c stand alone payment card terminals is $1,200. Payment processing fees will be passed along to customers utilizing the payment card or ACH checkout option as a Service (convenience) Fee. The Service Fee for customers will be 3.20% per transaction for payment cards with a minimum payment of $2, and a sliding scale for electronic checks per the attached pricing fee schedule (Exhibit B).

ACCOUNT CODE:
100-410-4250-58110

ATTACHMENTS:
Exhibit A CSG Forte Processing agreement.pdf
Exhibit B CSG Forte Gov Pricing Feb 2023 v1.2.docx

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.,** a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 ("FORTE" or "Party"), and _____, with its primary business address at _____ ("AGENCY" or "Party" or "Merchant"), and is effective upon the date last signed below (the "Effective Date"). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House ("ACH"), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents" or "Customer").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non- exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY's actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII. as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 5 years (the "Term"). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY's receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY's account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant's account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY's receipt of services prior to terminating AGENCY's account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

- **6.1.1 Sale Transactions**. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.
- **6.1.2 Authorization-Capture Transactions**. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

- **6.2.1 Card Not Present Transactions**. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder's billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health- related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party form its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of _____ without reference to choice of laws rules.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.
Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

_____	**CSG FORTE PAYMENTS, INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

APPENDIX A
DEFINITIONS

ACH Network. "ACH Network" or "Automated Clearing House Network" is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. "Acquirer" means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. "Affiliate" means an entity controlled or managed by the same centralized federal, state or local government.

Agent. "Agent" means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. "Authorization" means a Transaction request on a Consumer bank account or card account to confirm Consumer's account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. "Business Banking Day" means Monday through Friday excluding banking holidays.

Confidential Information. "Confidential Information" may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Consumer. "Consumer" means the individual end users, Constituents of AGENCY.

CPA. "CPA" or "Canadian Payment Association" is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. "Chargeback" means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. "Credit Entry" means an ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from AGENCY's Settlement Account (defined below).

Debit Entry. "Debit Entry" means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into AGENCY's Settlement Account (defined below).

Laws. "Laws" means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act ("BSA"), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control ("OFAC") and similar restrictions under US law, executive order, regulation or Rule (collectively, "Export Laws"), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. "Merchant" means AGENCY.

NACHA. "NACHA" or "National Automated Clearing House Association" is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. "ODFI" or "Originating Depository Financial Institution" means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. "Originator" means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. "Payment Network" means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as "Payment Association".

Payment Network Resources:
VISA Regulations (from VISA website): https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
MasterCard Rules (from MC website):
https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html
Discover rules (from Discover website):
http://www.discovernetwork.com/merchants/index.html
NACHA: www.nacha.org

PCI-DSS. "PCI-DSS" or "Payment Card Industry Data Security Standard" means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. "PII" means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer's physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver's license numbers and/or other government issued numbers. PII includes "Personal Data" as commonly defined by privacy laws.

RDFI. "RDFI" or "Receiving Depository Financial Institution" means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. "Receiver" means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. "Reserve" means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. "Rules" means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. "Settlement Account" means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. "Settlement Entry" means a Debit or Credit Entry to AGENCY's Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. "Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. "Users" mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY's systems, by using AGENCY's access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
    a. AGENCY must be properly established and registered in the United States.
    b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
    c. AGENCY must be in compliance with all Card Association Operating Regulations.
    d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
    e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
    f. AGENCY must not submit inquiries on behalf of any other entity.
    g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.
All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E
INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a "Security Program" that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.

    a. Consumer Information. "Consumer Information" means collectively PII and Source Data, as defined below.

    b. Source Data. "Source Data" means data provided by AGENCY relating to AGENCY's account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY's behalf or otherwise necessary for a AGENCY's use of Forte's products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY's Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.

4. Security Obligations.

    a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.

    b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).

5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY's Source Data including PII provided by AGENCY's customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY's Source Data to uses pursuant to the terms of the Agreement and to FORTE's bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.

   a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.

7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.

8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.

    a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law

    b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.

    c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.

    d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.

10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

SCHEDULE 1

PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.

PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- Service Fee Model – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- Absorbed Model - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

3.20% of the payment amount with a minimum fee of $2.00 based upon volume.

Debit Cards (Tax Program only)

1.95% of the transaction amount

Electronic check – online WEB and IVR payments

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
$0.00 to $50,000.00	$2.00 w/Verification	Per Transaction
$50,000.01 to $75,000.00	$3.25 w/Verification	Per Transaction
$75,000.01 to $100,000.00	$6.25 w/Verification	Per Transaction
$100,000.01 to $150,000.00	$10.25 w/Verification	Per Transaction
$150,000.01 + $250,000.00	$15.25 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, American Express	3.20%	Per Transaction
Option 2. Visa, MasterCard, Discover,	*Pass Thru pricing + $0.20+ 40bpts*	Per transaction
Option 2. American Express	*Pass Thru pricing + $0.20	Per Transaction
Forte Protect (End-2-End Encryption)	$0.10	Per transaction
Forte Protect (Key Injection Fee)	$25.00	One time Per Device
Account Updater (Optional)	$0.35	Per Transaction
Account Updater (Optional)	$25.00	Per Month
Credit Card Chargeback Fee	$25.00	Per Chargeback
Batch Fee	$0.25	No Charge - Waived
ACH Fee-debits/credits	$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	$2.00	Per Return
Monthly Fee	$5.00	Each Month per Merchant Account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	$0.25	Per Transaction
Monthly Gateway Fee	$29.99	Per Merchant ID

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		$450.00 per terminal plus shipping
MagTek eDynamo		$179 per devise plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		$219/Device with Docking station plus shipping

Select pricing option(s) desired: Absorbed Pricing Service Fee Pricing Gateway Only Pricing

Option 1 ☐ Option2 ☐ Dual Bill ☐ ☐ ☐

*Required Merchant Signature: _____

Date _____

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: November 8, 2023

SUBJECT: Annexation No. 9 into Community Facilities District No. 2022-1 (Services) for Popeyes (PP 21-0138)

SUBMITTED BY: Ninette Eva

PREPARED BY: Ninette Eva

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 9) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

SUMMARY:
The resolution of intention will begin the proceedings for the annexation of Popeyes Restaurant into the Community Facilities District No. 2022-1 and will authorize the levying of special taxes on parcels of the taxable property to cover the costs associated with the maintenance of public improvements.

BACKGROUND:
On June 8, 2022 the City Council adopted Resolution No. 2022-30 establishing Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "District") and authorizing the levying of special taxes on parcels of taxable property for the purpose of providing certain services which are necessary to meet increased demands placed upon the City.

The owner, DMSD Cajun Properties LLC, of PP 21-0138 containing 1.41 gross acres within the City, has requested that the City annex this territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements

proposed to be maintained include items such as landscaping, lighting, and street maintenance.

The landowner has advised the City that it desires the area described in Exhibit A of the Resolution of Intention to be annexed into CFD No. 2022-1 and that a rate and method of apportionment of special tax to be levied therein be established.

DISCUSSION:
The area proposed within Annexation No. 9 will encompass 1.41 acres to include a Popeyes restaurant, with a FY 2023-24 maximum annual tax of $5,072 per acre, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 9. This tax rate includes a Maximum Special Tax A of $2,700 per acre per year for maintenance services of public facilities and a Special Tax C (Contingent) of $2,372 per acre per year. These tax rates are proposed to escalate each year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax C will increase by the greater of CPI or 2%, all not to exceed 6%. DMSD Cajun Properties LLC has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

The next step to annex the property to CFD No. 2022-1 is to publish a notice of public hearing of the proposed annexation as required by the Mello-Roos Act. A public hearing on the matter will take place on December 13, 2023 and at that time the Council will formally consider approval of Annexation No. 9.

FISCAL IMPACT:
The projected levy for FY 2023-24 is $3,105 for the first year of Special Tax A maintenance services and Special Tax C, if needed, will generate $2,727. Annexing into the CFD will offset the City's costs to maintain the new public improvements. Costs related to the annexation are covered by developer deposits/fees for the project. There is no impact to the General Fund.

ATTACHMENTS:
Attachment 1 - ROI Annexation No. 9
Attachment 1 - Exhibits A - G
Attachment 2 - Project Map Annexation No. 9
Attachment 3 - CFD Maintenance Exhibit

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 9) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

WHEREAS, on June 8, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2022-30 establishing Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1"), of the City of Wildomar, County of Riverside, State of California, for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City; and

WHEREAS, the City Council has received a written instrument from the landowner to initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities District Act of 1982 (the "Act"), to annex territory into CFD No. 2022-1 and consenting to the shortening of election time requirements, waiving analysis, and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Council has been advised that the landowner has requested that the area described and shown in Exhibit A be annexed into the boundaries of CFD No. 2022-1, that a rate and method of apportionment of special tax to be levied therein be established.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Intent to Annex. The City Council hereby declares that it proposes and intends to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to CFD No. 2022-1 of the territory described in Exhibit A attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed into CFD No. 2022-1.

Section 2. Name of the Community Facilities District. The name of the existing community facilities district is known as "Community Facilities District No. 2022-1 (Services)."

Section 3. Description of Territory Proposed to be Annexed, Annexation Map. The territory proposed to be annexed is included within the boundaries within which property may annex to CFD No. 2022-1 and is more particularly described and shown on that certain map entitled “Proposed Boundary Map Community Facilities District No. 2022-1 of the City of Wildomar (Services) of the City of Wildomar, County of Riverside, State of California” as recorded on April 19, 2022 in Book 88 of Maps of Assessment and Community Facilities District, Pages 77, and as Instrument No. 2022-0183915 in the official records of the County of Riverside. The territory proposed to be annexed to CFD No. 2022-1 is described in Exhibit A attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Proposed Annexation Map No. 9, Community Facilities District No. 2022-1 (Services), City of Wildomar, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map") and attached hereto as Exhibit D.

Section 4. Description of Authorized Services. The services proposed to be financed by CFD No. 2022-1 (the “Services”) are described in Exhibit B attached hereto. The cost of providing the Services includes “administrative expenses,” which include costs associated with the creation of CFD No. 2022-1, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2022-1. The Services authorized to be financed by CFD No. 2022-1 are in addition to those currently provided in the territory of CFD No. 2022-1 and do not supplant services already available within that territory.

Section 5. Levy of Special Taxes. Except where funds are otherwise available, a special tax sufficient to pay the costs of the Services (including administrative expenses), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2022-1, will be levied annually within CFD No. 2022-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit C.

Section 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map attached hereto as Exhibit D as the map of the area proposed to be annexed to CFD No. 2022-1. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

Section 7. Public Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Wednesday, December 13, 2023, in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the proposed annexation of the said territory to CFD No. 2022-1.

Section 8. Notice of Public Hearing. The City Clerk is hereby directed to publish, or cause to be published, a notice of said public hearing, in substantially the form attached hereto as Exhibit F, one time in a newspaper of general circulation published in the area of CFD No. 2022-1. The publication of said notice shall be completed at least seven days prior to the date herein fixed for said hearing. Said notice shall

contain the information prescribed by Section 53322 of the Act.

Section 9. Mailing Ballots. In anticipation of its action on Wednesday, December 13, 2023 to call the election on the annexation for the same date, pursuant to waiver of election time limits from the landowners, the City Council hereby authorizes the City Clerk to mail to each landowner in the territory proposed to be annexed to the CFD No. 2022-1 a ballot in substantially the form set forth in Exhibit G hereto. A copy of the waiver and consent form signed by the property owner is attached hereto as Exhibit E and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 8th day of November 2023.

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED

The City of Wildomar Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") Annexation No. 9, is currently comprised of one (1) parcel located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Number (APN).

APN	Owner Name
366-290-011	DMSD Cajun Properties LLC

EXHIBIT B

DESCRIPTION OF SERVICES

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
DESCRIPTION OF AUTHORIZED SERVICES

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay “Administrative Expenses,” as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

"Accessory Dwelling Unit" means a residential unit of limited size including a smaller second unit that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) have an Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 6624 that creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

"Multi-Family Residential Property" or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

"Non-Residential Property" or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

"Proportionately" means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"Residential Property" means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

"RMA" means this Rate and Method of Apportionment of Special Taxes.

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax A" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

"Special Tax B" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

"Tax Zone Original" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor’s Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 2023-2024. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 9 – SPECIAL TAX A
PP 21-0138

Item	Description	Estimated Cost
1	Lighting	$389
2	Streets	$1,667
3	Reserves	$149
4	Admin	$900
Total		**$3,105**

Special Tax B Services – Tax Zone 9 consists of a non-residential parcel and therefore will not be subject to the cost of providing police and fire protection services funded by Special Tax B.

Special Tax C (Contingent) Services – The estimate in the table below breaks down the costs of providing one year's contingent maintenance services for Fiscal Year 2023-24. If necessary, these services will be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2022-1 (Services).

TAX ZONE 9 – SPECIAL TAX C (Contingent)
PP 21-0138

Item	Description	Estimated Cost
1	Landscaping	$1,661
2	Reserves	$166
3	Admin	$900
Total		**$2,727**

TAX ZONE 9
PP 21-0138

FY 2023-2024 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Non-Residential	Acre	$2,700	N/A	$2,372
Approved Property	Non-Residential	Acre	$2,700	N/A	$2,372
Undeveloped Property	Non-Residential	Acre	$2,700	N/A	$2,372

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	To Be Determined								
8	To Be Determined								
9	2023-24	PP 21-0138	1.15	NR	Acre	$2,700	$0	$2,372	DMSD Cajun Properties LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

EXHIBIT B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
DESCRIPTION OF AUTHORIZED SERVICES

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT D

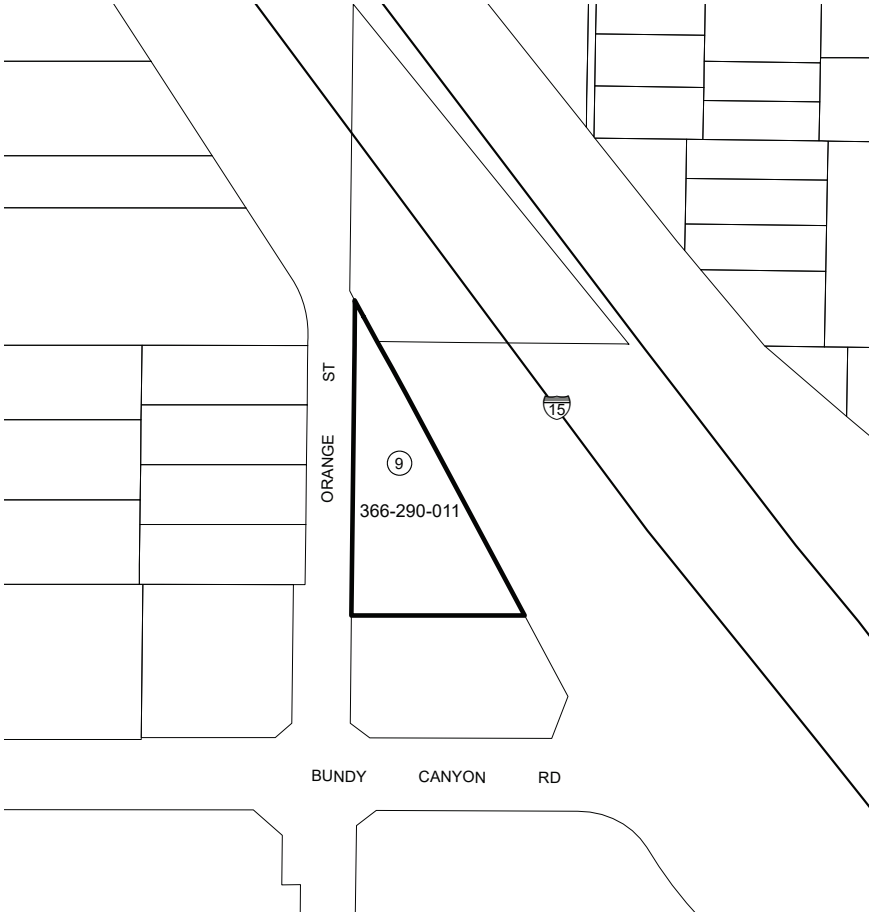
CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

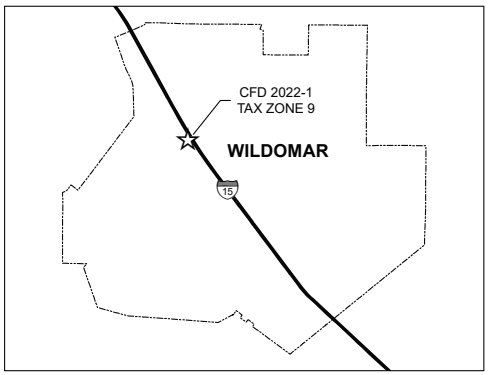
PROPOSED BOUNDARIES

PROPOSED ANNEXATION MAP NO. 9
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.





I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20___, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (9) TAX ZONE

N W E S

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2023-24.

0 150 300 600 Feet

EXHIBIT E

WAIVER AND CONSENT RESPECTING CONDUCT OF MAILED BALLOT, LANDOWNER ELECTION

PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING ANNEXATION OF PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) WITHIN THE CITY OF WILDOMAR AND A WAIVER WITH RESPECTS TO CERTAIN PROCEDURAL MATTERS UNDER THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982 AND CONSENTING TO THE LEVY OF SPECIAL TAXES THEREON TO PAY THE COSTS OF SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT

1. The undersigned requests that the City Council of the City of Wildomar, initiate and conduct proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") (Government Code Section 53311 et seq.), for the annexation of the property described below to Community Facilities District No. 2022-1 (Services) and consents to the annual levy of special taxes on such property to pay the costs of services to be provided by Community Facilities District No. 2022-1 (Services).

2. The undersigned requests that the community facilities district provide any services that are permitted under the Act including, but not limited to, all necessary service, operations, administration and maintenance required to keep the landscape lighting, street lighting, flood control facilities, ground cover, shrubs, plants and trees, irrigation systems, graffiti removal, sidewalks and masonry walls, fencing entry monuments, tot lot equipment and associated appurtenant facilities within the district in a healthy, vigorous and satisfactory working condition.

3. The undersigned hereby certifies that as of the date indicated opposite its signature, it is the owner of all the property within the proposed boundaries of the community facilities district described in Exhibit A hereto and as shown on the map Exhibit B hereto.

4. The undersigned requests that a special election be held under the Act to authorize the special taxes for the proposed community facilities district. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agrees that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned request that the results of said election be canvassed and reported to the City Council at the same meeting of the City Council as the public hearing on the annexation of the property to the community facilities district or at the next available meeting.

5. Pursuant to Sections 53326(a) and 53327(b) of the Act, the undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot. The undersigned expressly waives all notice requirements relating to hearings and special elections (except for published notices required by the Act), and whether such requirements are found in the California Elections Code, the

California Government Code or other laws or procedures, including but not limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.

6. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the annexation of property to the community facilities district of the portion of the incorporated area of the City of Wildomar or the special election therein shall be invalidated or affected by any such irregularity, error mistake or departure.

IN WITNESS WHEREOF, I hereunto set my hand this ____ day of _____, 2023.

[NAME OF LANDOWNER]

By: _____

Name: DMSD Cajun Properties, LLC

Title: Dawood Beshay, Managing Partner

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. APN: 366-290-011

OWNER'S MAILING ADDRESS:

41760 Ivy Street #201

Murrieta, CA 92562

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF WILDOMAR THIS ____ DAY OF _____, 2023.

_____

City Clerk of the City Council of the
City of Wildomar

EXHIBIT "A"
(ZONE DESCRIPTION)

DESCRIPTION OF PROPOSED TERRITORY TO BE ANNEXED:

THE CITY OF WILDOMAR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (THE "CFD NO. 2022-1") ANNEXATION NO. 1 IS CURRENTLY COMPRISED OF ONE (1) PARCEL LOCATED WITHIN THE CITY BOUNDARIES. THE PROPERTY IS IDENTIFIED BY THE FOLLOWING RIVERSIDE COUNTY ASSESSOR'S PARCEL NUMBER (APN).

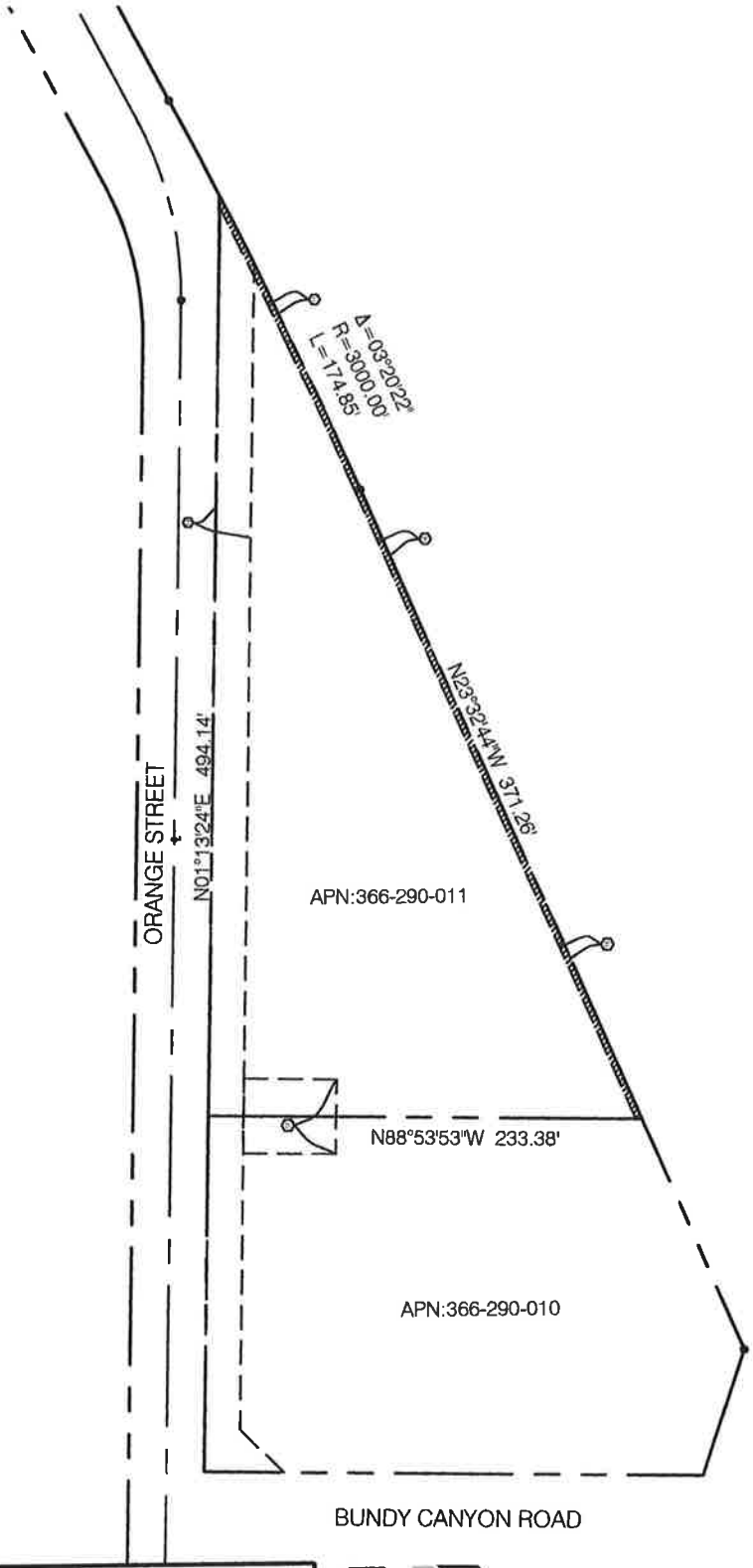
APN	OWNER NAME
366-290-011	DMSD CAJUN PROPERTIES, LLC

PROJECT:	POPEYES RESTAURANT
ADDRESS:	ORANGE ST & BUNDY CANYON RD WILDOMAR, CA 92595
APN:	366-290-011

Commercial Resources
Today's Ideas, Tomorrow's Reality.
695 Town Center Dr #110 Costa Mesa, CA 92626
T: 949-610-8997 www.CDRwest.com

S:\Projects\2021\21041_Marks_Popeyes_Wildomar CA\CFD\21041_CFD Maintenance Exhibit_Popeyes Wildomar.dwg

EXHIBIT "B"
(Site Map)



PROJECT:	POPEYES RESTAURANT
ADDRESS:	ORANGE ST & BUNDY CANYON RD WILDOMAR, CA 92595
APN:	366-290-011

Commercial Resources
Today's Ideas, Tomorrow's Reality.
695 Town Center Dr #110 Costa Mesa, CA 92626
T: 949-610-8997 www.CDRwest.com

SCALE: 1" = 100'

S:\Projects\2021\21041_Marks_Popeyes_Wildomar CA\CFD\21041_CFD Maintenance Exhibit_Popeyes Wildomar.dwg

EXHIBIT F

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT (ANNEXATION NO. 9)

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on November 8, 2023 adopted its Resolution No. 2023-__, in which it declared its intention to annex territory to existing Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1"), and to levy a special tax to pay for certain maintenance services, all pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD No. 2022-1 is proposed.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed 6:00 p.m., or as soon thereafter as practicable, Wednesday, December 13, 2023 in the City Council Chambers located at 23873 Clinton Keith Rd., Wildomar, California 92595, as the time and place when and where the City Council will conduct a public hearing on the establishment of CFD No. 2022-1. At the hearing, the testimony of all interest persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____, 20___

_____
City Clerk of the City of Wildomar

EXHIBIT G

SPECIAL ELECTION BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 9

(December 13, 2023)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 9 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

Name of Landowner	Number of Acres Owned	Total Votes
DMSD Cajun Properties LLC	1.41	2

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than November 29, 2023, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on December 13, 2023, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on December 13, 2023.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	**Assessor's Parcel Number(s):**
DMSD Cajun Properties LLC Attn: Dawood Beshay 41760 Ivy Street #201 Murrieta, CA 92562	366-290-011

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 9

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2022-1 (Services) adopted by the City Council on November 8, 2023 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 9 of Community Facilities District No. 2022-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

DMSD Cajun Properties LLC
Dawood Beshay
Managing Partner

_____
Signature

_____
Print Name

_____
Title

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 9



SPICER CONSULTING GROUP

ORANGE STREET

N01°13'24"E 494.14'

19' EX. EASEMENT

APN:366-290-011

NOTE: ALL IMPROVEMENTS ON PRIVATE PROPERTY WILL BE MAINTAINED BY PROPERTY OWNER. AN HOA OR POA WILL NOT BE FORMED.

A.P.N. 366-290-010
NAZM

LOT 29
SEDCO TRACT NO. 1
BK 10/PG 58-76

Δ=03°20'22" R=3000.00' L=174.85'

N23°32'44"W 371.26'

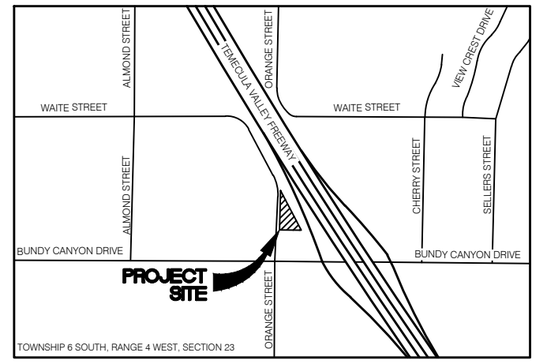
N88°53'53"W 233.38'

TEMECULA VALLEY FREEWAY
INTERSTATE 15

CFD MAINTENANCE AREA:		QUANTITY:	
	PAVEMENT MANAGEMENT	12,808	SF
	SIDEWALK	2,978	SF
	LED STREETLIGHT	3	EA
	STREET SWEEPING - PERIMETER	495	LF
PROPERTY OWNER MAINTENANED AREA:		**QUANTITY:**	
	PARKWAY LANDSCAPING	2,013	SF

40 0 20 40

GRAPHIC SCALE
1"=40'



VICINITY MAP
N.T.S.

PREPARED FOR:

DMSD CAJUN PROPERTIES, LLC
41760 IVY STREET, SUITE 201
MURRIETA, CA 92562
CONTACT: DAVID BESHAY
TEL: 951-816-0189

PREPARED BY:

Commercial Development Resources
Today's Ideas. Tomorrow's Reality.
695 TOWN CENTER DRIVE #110
COSTA MESA, CA 92626
CONTACT: AARON ALBERTSON, PE
TEL: (949) 610-8997

CFD MAINTENANCE EXHIBIT

POPEYES RESTAURANT
ORANGE ST & BUNDY CANYON RD
WILDOMAR, CA 92595
APN: 366-290-011

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CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.16
Meeting Date: November 8, 2023

SUBJECT: Second Amendment to the Professional Services Agreement with Placeworks, Inc., and approval of a task order to provide Environmental and Regulatory Permit Processing Services for the Clinton Keith Road Widening Project (CIP 025-1)

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag

ACTION:
1. Approve and authorize the City Manager to execute the Second Amendment to the Professional Services Agreement with Placeworks, Inc.; and

2. Approve and authorize the City Manager to execute a task order agreement in the amount of $226,164 for required Environmental and Regulatory Permitting Services for the Clinton Keith Road Widening Project (CIP 025-1)

SUMMARY:
The City is pursuing the improvement of Clinton Keith Road from the I-15 Freeway to the eastern City limits. The proposed improvements require the environmental compliance including the preparation of and processing of regulatory permits from resource agencies as required by the Mitigated Negative Declaration (MND) previously approved by the City Council. The proposed actions will authorize Placeworks, Inc., to provide the required services to the City.

BACKGROUND:
Included in the 5-Year Capital Improvement Program (CIP) is the widening and improvement of Clinton Keith Road from the I-15 to the east City limits (Project). Construction plans were previously prepared in 2015 for the ultimate widening of the roadway but due to funding constraints, the City had been unable to proceed with the construction of the ultimate improvements. This year the City applied for and was awarded construction funds from the Riverside County Transportation Commission (RCTC) for the ultimate widening of the Project and the City is now proceeding with the updating of the project plans, right of way acquisition,

and environmental requirements for the Project.

DISCUSSION:
The City has an existing on-call Planning/CEQA consultant, Placeworks, Inc., who provides various professional environmental services to the City. To more clearly identify the various types of environmental and CEQA-related services that can be provided under the existing on-call agreement, a Second Amendment to the existing on-call agreement with Placeworks has been prepared and is included in Attachment A.

Staff has also requested a proposal from Placeworks for the required environmental and regulatory agency permit processing services for the Clinton Keith Rd. Widening Project. Placeworks has recently provided similar services for the City on the Palomar Street Widening, Phase 1, Project. The Placeworks project team is familiar with City procedures and processes and they are familiar with the Project area. Placeworks submitted a proposal in the amount of $226,164, which includes several optional services that may be required.

Staff recommends that the City Council approve and authorize the City Manager to execute the Second Amendment with Placeworks and to approve and authorize the City Manager to execute a task order agreement in the amount of $226,164, to provide the required services for the Clinton Keith Rd. Widening Project. A copy of the task order agreement, with the proposal from Placeworks, is included in Attachment B.

FISCAL IMPACT:
Funding for the Clinton Keith Rd. Widening Project is included in the approved CIP budget for FY 23-24. Expenditures related to the requested services are eligible for reimbursement from the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF). No additional funds are needed at this time.

There is no impact to the General Fund.

ACCOUNT CODE:
Project: CIP 025-1
Fund No. 503-913-0001-52115 (Design/PS&E)

ATTACHMENTS:
A - Second Amendment
B - Task Order Agreement for CIP 025-1

Second Amendment to Professional Services Agreement for Planning/CEQA Services

This Second Amendment to Professional Services Agreement for Planning/CEQA Services ("Second Amendment"), which is dated as of November ___, 2023, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and PLACEWORKS, INC., a California corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for on-call planning and CEQA services on June 15, 2017 ("Agreement").

B. The Parties entered into a First Amendment to the Agreement on or about June 8, 2022, which amended the scope of work and compensation to be paid under the Agreement.

C. This Second Amendment further modifies the scope of services to be provided under the Agreement.

OPERATIVE PROVSIONS

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

1. Section II of Exhibit A of the Agreement, as modified by the First Amendment, shall be amended to add the following as subpart (B): "B. As part of the Planning Department functions, the Service Provider shall also provide the necessary staff or subconsultants to provide CEQA services, regulatory permitting services, and other project-related environmental compliance services for any City initiated projects (regardless of City department), as requested by the City. This may include, but is not limited to, items such as preparation of CEQA documents, preparation of regulatory permits (e.g., 401, 404, 1602), services to assist with CEQA mitigation measure compliance, construction support services, and other environmental support services necessary for the development and construction of City projects. For these City projects, the City may issue a task order form under this on-call agreement to authorize the specific scope of work and total compensation."

GENERAL PROVISIONS

2. **Remainder Unchanged**. Except as specifically modified and amended in this Second Amendment, the Agreement as amended by the First Amendment remains in full force and effect and binding upon the parties.

3. **Integration.** This Second Amendment consists of two pages and constitutes the entire understanding of the parties regarding the matters discussed herein.

4. **References**. All reference to the Agreement as amended by the First Amendment includes all its respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as assigned to such terms in the Agreement as amended by the First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year Second 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

PLACEWORKS, INC.

_____

TASK ORDER AGREEMENT #CIP 025-1
Placeworks, Inc.

PROFESSIONAL ON-CALL
PLANNING/CEQA CONSULTANT SERVICES
CLINTON KEITH ROAD WIDENING PROJECT, CIP 025-1

This TASK ORDER AGREEMENT ("TASK ORDER") is made this 8th day of November, 2023, by and between the City of Wildomar, a municipal corporation, hereinafter called "CITY" and Placeworks, Inc., hereinafter called "CONSULTANT".

1. This TASK ORDER includes all of the terms and conditions contained in that certain Professional Services Agreement for On-Call Planning/CEQA Services (ON-CALL AGREEMENT), executed by the parties and approved by the Wildomar City Council on June 15, 2017, including subsequent amendments approved on June 8, 2022, and November 8, 2022.

2. **SCOPE OF SERVICES.** CONSULTANT shall provide professional services as directed by the City Project Manager as required for CIP 025-1 (CLINTON KEITH ROAD WIDENING PROJECT). These services shall include the scope of work outlined in the CONSULTANT's proposal shown in Exhibit "A," attached hereto and incorporated herein.

3. **PRICE.** The services shall be provided on a time and materials basis, based on Exhibit "B," Compensation, of the ON-CALL AGREEMENT, as amended, for a not to exceed price of $226,164.

4. **SCHEDULE.** The services shall be provided on a schedule as included in the SCOPE OF SERVICES, or as otherwise requested by the City Project Manager and agreed to by CONSULTANT.

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

Dated: _____, 2023	Dated: _____, 2023
CITY OF WILDOMAR, a municipal corporation	CONSULTANT
By _____ Signature	By _____ Signature
Daniel A. York, City Manager	_____ Name and Title
	_____

EXHIBIT “A”

November 2, 2023

Warren Repke, PE
Senior Project Manager
CITY OF WILDOMAR
Public Works Department
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Subject: CIP 025-1 Clinton Keith Widening Project Biological Permitting Services

Dear Mr. Repke:

PlaceWorks is submitting this letter proposal that includes the tasks to be performed by our biological subconsultant, ECORP Consulting, Inc., during construction of the Clinton Keith Widening Project (project) in the City of Wildomar, Riverside County, California.

Understanding of the Project

It is PlaceWorks' understanding that the City is proceeding with Phase 1 of the project, and improvements are expected to include roadway excavation (cut and fill slopes), road base, AC paving, traffic signal relocations and modifications, signing and striping, minor drainage improvements, and water quality improvements. ECORP did a revalidation/supplemental update to the JD Report in 2021. Since both the delineation and biological surveys are over two years old, ECORP will conduct updated biological surveys to verify and revise if conditions have changed.

Scope of Work

TASK 1. BIOLOGICAL RESOURCES ASSESSMENT, BURROWING OWL HABITAT ASSESSMENT, MSHCP CONSISTENCY ANALYSIS, AND BIOLOGICAL TECHNICAL REPORT

The Project site is in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Elsinore Area Plan, and is adjacent to (but not within) Criteria Cells 5558 and 5559. In 2020, Western Riverside Conservation Authority identified that additional documentation for the Project would be required to satisfy the requirements of the MSHCP. Based on a brief review of the Western Riverside County Regional Conservation Authority (RCA) MSHCP Information Map, it appears that the Project site is in MSHCP-designated survey area for burrowing owls. To determine whether sensitive biological resources are on the Project site, a reconnaissance-level survey will be performed.

Prior to conducting the survey, an updated literature search will be conducted using public databases, including California Department of Fish and Game's (CDFW) California Natural Diversity Data Base, California Native Plant Society's Electronic Rare Plant Inventory, range maps for special-status species, and other documentation pertinent to the region. The search will identify the approximate locations of known or expected sensitive biological resources and habitats within or near the Project site.

Once the literature search and analysis have been completed, ECORP will perform a field survey of the Project site. Biological resources that are known to or could potentially occur on the Project site will be searched for during the survey. The vegetation communities that were previously mapped by URS/ECORP will be verified and corrected if changes have occurred since the previous vegetation mapping. Representative photographs will be taken to document the site conditions at the time of the survey. A full list of plant and wildlife species will be recorded during the survey. If any sensitive biological resource is found within the Project site, its location will be recorded, and the resource will be discussed in the Biological Technical Report.

The Project site is subject to the requirements of the MSHCP; therefore, at a minimum, habitat assessments for riparian/riverine, vernal pool, and fairy shrimp (MSHCP Section 6.1.2); narrow endemic plant species (MSHCP Section 6.1.3); burrowing owl (MSHCP Section 6.3.2); and the urban/wildlands interface (MSHCP Section 6.1.4) would be required for compliance under the MSHCP. As a cost-saving measure, the biological reconnaissance survey and habitat assessments for the MSHCP resources, including burrowing owl, will be conducted concurrently. The burrowing owl habitat assessment will include a focused burrow survey, which is considered Part A of the MSHCP focused protocol burrowing owl survey requirement. The survey will consist of walking the entire site in order to identify suitable burrowing owl habitat and any suitable burrows. If burrowing owl habitat is present, an additional 500-foot buffer around the Project site will also be walked, if permissible. Where access is not permissible, the area will be visually inspected using binoculars and/or spotting scopes. The biological reconnaissance survey and burrowing owl habitat assessment will be conducted according to the protocols required by the MSHCP.

A Biological Technical Report will be prepared to document the methods and results of the literature search and biological reconnaissance survey. The report will include a summary of the biological setting of the Project site, a Project description, discussion of survey methods and results, a description of sensitive species potentially on the Project site, a brief discussion of the regulatory setting, and potential biological constraints to the proposed development. Lists of wildlife and plant species observed during the surveys will be included as an appendix. The report will conform to the information needs under the California Environmental Quality Act (CEQA). If necessary, recommendations for further work, including focused surveys for sensitive species or aquatic resources delineation, will be discussed in the report. This scope of work does not include costs for focused (protocol-level) surveys or coordination with the regulatory agencies. If those services are determined to be necessary, the cost estimate for those services will be submitted under a separate cover. ECORP will submit one electronic copy of the draft Biological Technical Report. After receiving one round of compiled comments, a final version of the Biological Technical Report will be submitted electronically.

As a part of the report, ECORP will prepare an updated MSHCP Consistency Analysis. This section will provide an analysis of the Project within the context of the MSHCP and pursuant to the specific criteria identified in the MSHCP. Results of the burrowing owl habitat assessment will be incorporated into the MSHCP consistency analysis and will include location of all potential burrowing owl habitat in the Project site and (if applicable) within the 500-foot buffer, including burrowing owl observation(s) and burrow locations. The report will include a description of suitable habitat surveyed for these resources, description of habitat features, and survey methods. Recommendations on future survey needs, including survey timing and protocol, will be included in the report. The report will also describe any corridors or linkages proposed for the Project site under the MSHCP and any areas on-site that trigger the implementation of the protection of species associated with riparian/riverine areas or vernal pool habitats, as described in Section 6 of the MSHCP.

If burrowing owls, potential burrows, or habitat are not identified on the Project site, additional focused surveys for these resources will not be necessary. If habitat for these resources is found on-site, focused surveys would need to be conducted according to the protocols and guidance provided by the MSHCP (see optional Task 6).

Deliverables:

- Draft and Final Biological Technical Report

TASK 2. AQUATIC RESOURCES DELINEATION

Task 2A. Aquatic Resources Delineation Update and Field Verification

Previously, an aquatic resources delineation was conducted for the Project. Because that delineation is several years old and because the Project limits have been modified slightly, this scope and cost is being provided to update the existing aquatic resources delineation. In addition to checking the existing delineation, the updated delineation will also consider any regulatory changes in the intervening time.

ECORP will conduct a literature review and field delineation consistent with the methods detailed in the US Army Corps of Engineers' (USACE) Wetlands Delineation Manual (Environmental Laboratory 1987); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (USACE 2008); State Wetlands Definitions and Procedures for Discharges of Dredged and Fill Material to Waters of the State (SWRCB 2019); and local policies by the CDFW regarding their jurisdiction and following the definitions in the California Fish and Game Code pertaining to regulated resources (lakes, streams, and associated hydrophytic vegetation). The field methods mentioned above are sufficient for identification of impacts and potential mitigation associated with the permanent and temporary impacts of the proposed Project on aquatic resources.

Prior to conducting a field delineation, an ECORP delineation specialist will conduct a review of public information pertaining to the discovery of jurisdictional resources. Examples of public information include USGS topographic mapping, National Wetlands Inventory mapping, soil surveys of the area, precipitation data for the area (if available) and remote sensing data such as aerial photography. These data provide an understanding of the potential aquatic resources within the area.

After the public information review is completed, an ECORP delineation specialist will visit the property and conduct investigations of the vegetation, soils, and hydrology. The entire Project area will be surveyed, and accessible areas will be walked to determine the location and extent of potential waters of the U.S. (including wetlands), waters of the State, and CDFW jurisdiction that are potentially present. Where potential wetlands occur, sample point locations will be analyzed to evaluate whether or not the location supports wetland vegetation, soils, or hydrology. The total area of jurisdictional resources within the site will be recorded in the field using a post-processing-capable global positioning system (GPS) unit or the equivalent.

Task 2B. Aquatic Resources Delineation Update Report

Following the survey, a report will be prepared for each parcel that will comply with the USACE's "Minimum Standards for Acceptance of Aquatic Resources Delineation Reports" (March 2017). The report will also comply with standards acceptable for project review under the MSHCP. Within the report, ECORP will provide locational information of the Project, methods of the delineation, a summary of the existing biological conditions, and the results of the public information review. The results section will include a description of each of the aquatic resources identified on the Project site along with a summary of the acreages in the Delineation Area. The report will also provide a discussion of expected permanent and temporary impacts to aquatic resources, in terms of acreages, and provide a discussion of potential mitigation measures for those resources.

A draft report will be prepared and submitted for comment. One round of consolidated comments will be addressed, and the report will then be finalized. The methods used to conduct the delineation and the results will be summarized in the biological technical report, and the updated aquatic resources delineation letter report will be included as an appendix to the biological technical report. The final report will be made available if necessary to the regulatory agencies (USACE, CDFW, United States Fish and Wildlife Service [USFWS], and RWQCB) for renewal of the permitting process with these agencies, described below. Completion of permit applications or coordination with the agencies is described below.

Deliverables:

- One draft updated aquatic resources delineation report submitted electronically.
- One final updated aquatic resources delineation report submitted electronically.

TASK 3. REGULATORY PERMITTING

Prior to submitting the permit applications, pre-coordination meetings will be required with the RCA and with the respective agencies, especially the RWQCB. ECORP will respond to and participate in these meetings via phone calls,

consultation, and meetings with the agencies to help in that process. We assume at least one face-to-face meeting may be needed with one of the agencies or the RCA, but more meetings may occur over phone conferences.

After ECORP has prepared and submitted permit applications for the project with the respective regulatory agencies—USACE, CDFW, USFWS, and RWQCB—the agencies will review them for completion. Any additional information needs the agencies may have during the permit process will be identified, and ECORP will consult with the City and PlaceWorks, if needed, to provide the additional information. If additional studies or preparation of mitigation plans etc. are needed for agency review of the permits and project, these are not included in this scope.

Once permits are issued, ECORP will assist the City by reviewing the permits and providing comments on their conditions or other aspects for agency consideration. A compiled list of ECORP and City comments on the permits will be provided to each agency, as applicable. Final permits are anticipated to be issued within six months of application submittal, but this schedule is dependent on agency priorities and workload.

Task 3A. USACE Nationwide Permit

Based on potential impacts to jurisdictional resources due to the Project, ECORP will prepare a Pre-construction Notification to the USACE if it is determined that USACE jurisdiction exists on the Project site. ECORP will prepare the notification materials, which will include (but are not limited to) detailed information about the Project activity, its purpose, its direct and indirect impacts, and full description of any proposed mitigation measures for impacts to water bodies in the Project area. The notification will describe compensatory mitigation, Endangered Species Act compliance for the Project, and any Historical Properties that may be affected.

Other information to be provided will include showing compliance with Nationwide Permit General and Regional Conditions, and an analysis of the impacts on associated water bodies. We assume that any mitigation plan for the Project will be covered to USACE's satisfaction by the DBESP.

The draft pre-construction notification will be submitted in electronic format for review and comment. ECORP will incorporate one round of comments into the document, then the final notification will be submitted to the City with supporting documents. ECORP will respond and address comments from the USACE on the pre-construction notification prepared for the Project. ECORP will also review and comment on the conditions in the permit and will assist the City with negotiating the conditions, if applicable. If additional studies are requested by the USACE, or if the USACE decides an Individual 404 Permit is necessary and the City agrees, then these will be addressed in a separate scope.

Task 3B. Lake or Streambed Alteration Agreement

ECORP will prepare a Notification of Lake or Streambed Alteration (DFW2023) as a draft for the proposed Project to authorize these impacts with the CDFW. ECORP will prepare the notification materials, which will include (but are not limited to) the Project description, summary of impacts and proposed mitigation, anticipated dates of work to be conducted, amount of riparian vegetation and/or trees to be affected, avoidance and minimization measures, and documentation of CEQA compliance. It is assumed that the City will provide Project-related information such as plans, construction information, list of equipment, construction dates, and so on to satisfy the notification requirements, along with the fee for notification processing. In support of the notification preparation, ECORP will participate in meetings/conference calls to discuss mitigation for the Project to be included within the notification.

The draft notification will be submitted in electronic format to the City for review and comment. ECORP will incorporate one round of compiled comments into the document, then the draft will be submitted back to the City so it can be input into the CDFW Environmental Permit Information Management System (EPIMS) website along with supporting documents and the notification fee. Note that an account for EPIMS will need to exist in the City's name for this submittal and that the fee amount is not included in the scope and cost, as it is unknown at this time.

ECORP will respond to and address comments from the CDFW on the notification and supplemental information or the environmental and biological documents prepared for the Project. ECORP will also review the draft LSAA issued by the CDFW, will provide comments on the conditions in the permit, and will assist the City with negotiating the conditions, if applicable.

We assume that any mitigation plan for the Project will be covered to CDFW's satisfaction by the DBESP. If additional studies are requested by CDFW and agreed to by the City, these will be addressed in a separate scope.

Task 3C. Section 401 Water Quality Certification/Waste Discharge Requirements

On April 2, 2019, the State Water Board adopted the State Wetland Definition and Procedures for the Discharge of Dredged or Fill Material to Waters of the State (Procedures). The Procedures became effective May 28, 2020. Applicants proposing to discharge dredged or fill material are required to comply with the Procedures unless an exclusion applies or the discharge qualifies for coverage under a General Order.

ECORP will prepare an Application of Water Quality Certification and Waste Discharge Requirements as a draft for the proposed Project to authorize these impacts with the San Diego RWQCB. ECORP will prepare the application materials, which will include (but are not limited to) the Project description, summary of impacts and proposed mitigation, anticipated dates of work to be conducted, cubic feet of material to be affected, avoidance and minimization measures, and documentation of CEQA compliance. It is assumed that the City will provide Project-related information such as plans, construction information, list of equipment, construction dates, and so on to satisfy the application requirements along with the fee that must be supplied for processing. In support of the application preparation, ECORP will participate in meetings/conference calls to discuss mitigation for the Project to be included within the notification.

Task 3D. Agency Meetings, Communications, and Negotiations

ECORP will participate in meetings, communications, and negotiations with the City and the resources agencies (RWQCB, USACE, USFWS, and CDFW) for the purposes of supporting the regulatory permitting efforts for the Project. This will include a 30-day, required pre-application meeting with the Regional Board.

ECORP assumes most of the meetings will be online but there may be a need to conduct field meetings to help the resources agency personnel to understand the scope of the Project. We assume ECORP's Project Manager and one specialist (regulatory or restoration specialist) will participate in each meeting. ECORP also assumes that 12 online meetings and 4 on-site meetings could potentially be required during the course of the permitting for the Project. ECORP will participate with the City in meetings with the agencies and will record meeting minutes and action items at each meeting. The meeting minutes will be prepared in draft form and will be submitted to the City within one week of completing each meeting. ECORP will incorporate one round of County comments into a final version of each of the meeting minutes and then distribute them to the meeting participants.

ECORP will also engage in communications with the agencies at the City's request. Communications may include phone calls and emails related to the permitting and may also include providing input to the agencies while they are preparing permit language. ECORP will request approval from the City prior to providing assistance, graphics, verbiage, or acreages to the agencies. ECORP will summarize agency communications in emails to the City's Project team or through phone communication and also assist the City with the negotiations related to permit conditions, mitigation requirements, or requests from the agencies in relation to permits or other Project components, including the Project design.

Deliverables:

- Draft and final pre-construction notification (if needed)
- Draft and final notification of Lake or Streambed Alteration

- Draft and final application for Water Quality Certification/Waste Discharge Requirements

TASK 4. ECORP PROJECT MANAGEMENT, COORDINATION, AND CLIENT REQUESTS

Upon receipt of the Notice to Proceed, ECORP's Project Manager will coordinate with the City to discuss contract responsibilities, site access, field restrictions, scheduled deliverables, and other Project-related issues. Coordination will be conducted via phone or other convenient method, as mutually agreed upon by the participants. During the course of the Project, as needed, ECORP will attend Project meetings or conference calls with the City, provide general technical support, prepare Project status reports and updated schedules, and maintain appropriate communication with the City. This is an as-needed task, billed as time and materials. If the number or type of requests for out-of-scope assistance exceeds what can be accommodated by this budget on a best-efforts basis, a contract amendment would be needed in order to respond. ECORP assumes 30 hours will be required to fulfill this task.

TASK 5. PLACEWORKS PROJECT MANAGEMENT

This task includes hours for PlaceWorks to communicate with the City and ECORP and to ensure the Project progresses according to schedule and that both the City and ECORP are up to date on the status of the Project.

Optional Tasks

TASK 6. FOCUSED BURROWING OWL SURVEYS (OPTIONAL)

The Project site is in a burrowing owl survey area for the MSHCP, and if suitable burrowing owl habitat is found during the field survey described in the biological resources assessment task (Task 1), then focused burrowing owl surveys will need to be conducted in suitable habitat on the Project site, in accordance with Section 6.3.2 of the MSHCP. The cost for this optional task is an estimate because it is unknown whether these surveys will be necessary. The amount of habitat that is present on the Project site is also unknown until the field survey is conducted; however, the scope for focused burrowing owl surveys is described below to aid in Project planning should these surveys be necessary.

The focused surveys will be conducted according to the Burrowing Owl Survey Instructions for the MSHCP (County of Riverside 2006). The protocol requires that four focused burrowing owl surveys be conducted between March 1 and August 31: one focused burrow survey (Survey Part 2A) and three focused burrowing owl surveys (Survey Part 2B). During the surveys, the biologist will record all burrowing owl observations, occupied burrows, and burrows with owl sign (whitewash, pellets, feathers, and bones of prey items) that were not previously identified during the field survey described in Task 1. The biologist will also note the number of individual owls, owl pairs, and juveniles as well as any behavior, such as courtship and mating. All location data will be described on field data sheets and recorded using GPS.

Following the surveys, a report will be prepared that will describe the survey methodology, site conditions, and results, including the locations of any burrowing owl observations, occupied owl burrows, and potential burrows. The report will also include maps depicting the Project site, suitable burrowing owl habitat, and the locations of any burrowing owl observations or burrows. Discussion of the survey results in the report will be in accordance with the MSHCP requirements for burrowing owl surveys. ECORP will submit one electronic copy of the draft burrowing owl survey results report. After receiving one round of compiled comments, a final version of the burrowing owl survey results report will be submitted.

Deliverables:

- Draft and Final Burrowing Owl Survey Results Report

TASK 7. FOCUSED LEAST BELL'S VIREO SURVEY (OPTIONAL)

Riparian habitat that could support least Bell's vireo was identified by the Final IS/MND, but focused surveys conducted in 2007 did not detect this species. Because focused survey results are only valid for one to two years, if suitable riparian habitat is found on site during the field survey described in the biological resources assessment task (Task 1), then focused least Bell's vireo surveys will need to be conducted in suitable habitat on the Project site in accordance with Section 6.3.2 of the MSHCP. Costs for this task is optional and is an estimate because the amount of habitat that is present on the Project site and within the expansion area is unknown until the field survey is conducted; however, the scope for focused least Bell's vireo surveys is described below to aid in Project planning should these surveys be necessary.

Focused least Bell's vireo surveys will be conducted by a qualified biologist familiar with the identification, vocalizations, and behaviors of the species to determine the presence/absence of the species. Surveys will be conducted in accordance with the USFWS 2001 protocol guidelines which requires eight surveys be conducted at least ten days apart during the period between April 10 and July 31. The surveys will be conducted between dawn and 11 a.m. when weather conditions are favorable. No more than 50 hectares or 3 linear kilometers will be surveyed per biologist per day. The biologist will also note the number of individuals, pairs, juveniles, and any behavior, such as courtship, nest building, and mating. All location data will be described on field data sheets and recorded using a GPS.

Following the surveys, a report will be prepared that will describe the survey methodology, site conditions, and results, including the locations of any least Bell's vireo observations, extent of territories, and nests (if detected). The report will also include maps depicting the Project site, suitable riparian habitat included in the survey area, and the locations of any least Bell's vireo observations. Discussion of the survey results in the report will be in accordance with the MSHCP requirements for least Bell's vireo.

Deliverables:

- Draft and Final Least Bell's Vireo Survey Results Report submitted electronically

TASK 8. PROTOCOL FAIRY SHRIMP SURVEYS (OPTIONAL)

Per the Final IS/MND, "Vernal pools, vernal swales, alkali scalds or flats, or other seasonal wet habitats not associated with stream channels were not identified within the Biological Study Area during field surveys conducted in the winter and spring of 2007". However, because fairy shrimp habitat may include man-altered habitat that results in inundation long enough for listed fairy shrimp species to complete a life-cycle, potential fairy shrimp for listed species could be identified during the biological resources assessment task (Task 1) and would require focused surveys in accordance with Section 6.3.2 of the MSHCP. Artificially created (concrete swales, detention basins) or heavily modified features (gravel infill areas, artificially irrigated and/or landscaped areas) may be deemed unsuitable for listed species and excluded from surveys at the discretion of the permitted fairy shrimp specialist. A full protocol fairy shrimp survey consisting of one wet season and one dry season survey conducted within a 3-year period is required to determine presence/absence of listed fairy shrimp species. Ponded areas adjacent to and fed by the proposed Project parcel would need to be included in the study area.

Task 8A – Wet Season Fairy Shrimp Surveys

A pre-survey notification request will be sent to U.S. Fish and Wildlife Service (USFWS) at least 15 days prior to start of wet season protocol surveys per individual permit notification requirements. Wet season surveys will be conducted by an ECORP biologist who holds a valid 10(a)1(A) recovery permit for listed large branchiopods and in accordance with Survey Guidelines for Listed Large Branchiopods. Wet season surveys shall begin within 7 days of initial inundation and continue weekly for a minimum of 120 consecutive days or until a ponding feature no longer holds water. During each visit, representative portions of the bottom, edges, and vertical water column of each feature shall be adequately sampled using a seine, dip net, or aquarium net appropriate for the size of the feature.

Data will be recorded on the wet season vernal pool data sheet. Weekly sampling will be re-initiated at features that experience a dry down and each subsequent inundation event that occurs during the same wet season. If a listed species is identified within a feature, USFWS will be notified within 10 days and further sampling at that feature will be suspended. A Draft letter report describing the results of the wet season fairy shrimp survey will be prepared and submitted to the Client. One round of comments will be incorporated prior to submittal of the final wet season report to USFWS within 90 calendar days of completion of wet season surveys in accordance with protocol and permitting requirements.

Task 8B – Dry Season Fairy Shrimp Survey

A 15-day pre-survey notification will be submitted to USFWS prior to dry season fairy shrimp soil (substrate) collection and processing. Soil/substrate will be collected by an ECORP biologist who holds a valid 10(a)1(A) recovery permit for listed large branchiopods and in accordance with Survey Guidelines for Listed Large Branchiopods. Soil/substrate samples will be collected at each feature when soils are bone dry to avoid damaging or destroying listed large branchiopod cysts. The number of soil/substrate samples and the amount of soil/substrate collected per feature will be proportional to the size of the feature, typically 10 to 100 samples/feature. An ECORP biologist who holds a valid 10(a)1(A) recovery permit for the listed large branchiopods with additional terms and conditions included in their permit specifically for conducting processing, isolating, and identifying listed large branchiopod cysts, will process the soils samples collected from each feature in the laboratory. If cysts are found, hatching and rearing techniques will be employed to identify the species. A Draft letter report describing the results of the dry season fairy shrimp survey will be prepared and submitted to the Client. One round of comments will be incorporated prior to submittal of the final dry season report to USFWS within 90 calendar days of completion of the soil/substrate and cyst analysis in accordance with protocol and permitting requirements.

Deliverables:

- Draft and Final wet season fairy shrimp Survey Results Report submitted electronically
- Draft and Final dry season fairy shrimp Survey Results Report submitted electronically

TASK 9. FOCUSED CROTCH BUMBLE BEE SURVEYS (OPTIONAL)

The Crotch bumble bee was petitioned for listing under the California Endangered Species Act in October 2018; advanced to candidacy in June 2019; challenged in courts and the candidacy was temporarily stayed beginning in February 2021; and candidacy was recently reinstated in September 2022. Because it is currently a state candidate species and offered the same protections as a listed species (and not addressed by the Western Riverside MSHCP or previous IS/MND), focused surveys would be recommended in order to support the Lake or Streambed Alteration Agreement process if suitable habitat is determined to occur on site during the biological resources assessment task (Task 1). Costs for this task is optional and is an estimate because it is unknown whether these surveys will be necessary and it is unknown the amount of habitat that is present on the Project site until the field survey is conducted; however, the scope for focused Crotch bumble bee surveys is described below to aid in Project planning should these surveys be necessary.

The focused surveys will be conducted according CDFW's Survey Considerations for CESA Candidate Bumble Bee Species. Four Crotch bumble bee surveys shall be conducted during the colony active period (April through August) when Crotch bumble bees are most likely to be detected. Non-lethal, non-capture photo voucher surveys shall be completed by a team of CDFW approved biologists experienced in identifying native bumble bee species. The surveyors shall walk through all areas of suitable habitat focusing on areas with floral resources. Surveys shall be completed at a minimum of one person-hour of searching per three acres of suitable habitat during suitable weather conditions (sustained winds less than 8 mph, mostly sunny to full sun, temperatures between 65 and 90 degrees Fahrenheit) at an appropriate time of day for detection (at least an hour after sunrise and at least two hours before sunset, though ideally between 9am-1pm). If the species is detected, the Client will be notified via phone or email within 48 hours and the remainder of focused surveys (if any) will focus on nest detection. The biologists will

note the number of individuals, species, sex and lifeform (if determined), and any behavior, such as foraging, flying through, territorial, or entering potential nest burrow. All location data will be described on field data sheets and recorded using a GPS.

Following the surveys, a report will be prepared that will describe the survey methodology, site conditions, and results, including the locations of any Crotch bumble bee observations, extent of territories, and nests (if detected). The report will also include maps depicting the Project site, potential foraging, nesting, and overwintering habitat identified, and the locations of any Crotch bumble bee observations.

Deliverables:

- Draft and Final Crotch Bumble Bee Survey Results Report submitted electronically.

TASK 10. DETERMINATION OF BIOLOGICALLY EQUIVALENT OR SUPERIOR PRESERVATION REPORT (OPTIONAL)

Proposed discretionary projects that are subject to the Joint Project Review (JPR) process and have impacts to MSHCP resources require a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report. ECORP will prepare a DBESP for the proposed Project site following the MSHCP template if impacts to resources are identified.

Under this task, an ECORP biologist and/or regulatory specialist will draft a DBESP report based on the information provided in the jurisdictional delineation report, CEQA documents, and existing biological technical reports. The proposed compensation measures in the DBESP report will be based on measures discussed with and agreed upon by the City. No more than 2 one-hour meetings conducted via conference call with the ECORP Project Manager and/or biologist/regulatory specialist are included as part of this task to finalize the agreed-upon mitigation requirements addressed in the DBESP. The scope under this task includes the preparation and submittal of a draft DBESP report to the City and PlaceWorks, one draft revision, and the submittal of a final version to the City and PlaceWorks, all in electronic format.

The MSHCP-required process by which the City will need to demonstrate adequate replacement of biological functions and values begins with the submission of DBESP report. To ensure compliance with the MSHCP in relation to Section 6.1.2 (Riparian/Riverine, Vernal Pool and Fairy Shrimp), ECORP will assist the City in preparing the DBESP documentation. The DBESP will describe avoidance, minimization, and mitigation efforts of the Project in the context of Section 6.1.2 of the MSHCP. Impacts that cannot be feasibly avoided must be mitigated such that lost functions and values that relate to MSHCP-identified species and sensitive habitats are replaced. The DBESP report will be prepared in a manner consistent with the MSHCP and RCA guidelines and will contain the following required elements:

» Definition of the Project area and discussion of Project area's relationship to Reserve Assembly.
» Written Project description, demonstrating why an avoidance alternative is not feasible.
» Description of biological information available for the Project site, including the results of resource mapping and required biological resource survey data.
» Quantification of unavoidable impacts to riparian/riverine areas associated with the Project, including direct and indirect effects.
» A written description of Project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, and minimization and/or compensation through restoration or enhancement. This includes an analysis of the functions and values affected by the proposed Project and of the functions and values of habitat to be created.

» A finding demonstrating that, although the proposed Project would not avoid impacts, with the proposed design and compensation measures, the Project would be biologically equivalent or superior to what would occur under an avoidance alternative without these measures, based on one or more of the following factors: effects on Conserved Habitats, effects on MSHCP-identified species, and effects on riparian linkages and function of the MSHCP Conservation Area.

Once the final DBESP has been submitted to the regulatory agencies, they will be reviewed for accuracy, and the finding will be reviewed for compliance with the MSHCP. ECORP will address comments by the agencies.

Deliverables:

- Draft and Final DEBSP Report

TASK 11. CULTURAL RESOURCES SECTION 106 COMPLIANCE REPORT (OPTIONAL)

If it is determined—based on permitting needs or for a CEQA Addendum—that Section 106 compliance of the National Historic Preservation Act is required, ECORP will update the previous cultural resources documentation for use in federal regulatory permitting that postdates the adoption of the CEQA document for the project. This scope of work includes a peer review of the prior reports prepared by URS Corporation in 2007 and 2009; a field inspection of any portions of the project that was not encompassed in previous field efforts to determine if ground conditions are similar to those during the original inventories; and a letter report that provides the updates and peer review, with recommended findings that are consistent with compliance with Section 106 of the National Historic Preservation Act. All work will be carried out by and under supervision of a Registered Professional Archaeologist (RPA) who meets the Secretary of the Interior's Professional Qualifications Standards for historic and prehistoric archaeology.

Deliverables:

- If necessary, a Cultural Resources Inventory Letter Report will be submitted electronically to the client for review.

Schedule

PlaceWorks and ECORP will work with the City in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference in ECORP's Scope of Work. These Terms and Conditions are a material part of this Agreement. The proposed schedule is shown in Table 1.

Table 1. Schedule

TASK	TIME FRAME FOR COMPLETION
Task 1. Bio Resources Assessment, Burrowing Owl Habitat Assessment, MSHCP Consistency Analysis, and Bio Tech Report	
Biological Resources Assessment and Burrowing Owl Assessment	1 to 2 weeks from notice to proceed and receipt of Project boundary files.
Draft MSHCP Consistency Analysis and Biological Technical Report	6 weeks from completion of field survey
Final MSHCP Consistency Analysis and Biological Technical Report	2 weeks from receipt of comments
Task 2. Aquatic Resources Delineation	
2A Aquatic Resources Delineation Update and Field Verification	2 weeks from notice to proceed and receipt of Project boundary files

Table 1. Schedule

TASK	TIME FRAME FOR COMPLETION
2B Draft Aquatic Resources Delineation Update Report	4 weeks from completion of field survey
2B Final Aquatic Resources Delineation Update Report	2 weeks from receipt of comments
Task 3. Regulatory Permitting	
3A USACE Nationwide Permit 3B CDFW Lake or Streambed Alteration Agreement 3C Application for Water Quality Certification/Waste Discharge Requirements	Regulatory permitting for the Project will be initiated during the CEQA process as preparation of draft permit applications. The applications must include several items of information that are only available once the project has been fully designed and described. Permit processing by the agencies is expected to take 6 to 8 months.
3D Agency Meetings, Communications, and Negotiations	Ongoing
Tasks 4 and 5. Project Management, Coordination, and Client Request Support	
PlaceWorks and ECORP and Project Management	Ongoing
Optional Tasks	
Task 6 – Focused Burrowing Owl Surveys	March 2024
Task 7 – Protocol Least Bell's Vireo Surveys	April 10 – July 31, 2023 (8 surveys no less than 10 days apart)
Task 8a – Wet Season Fairy Shrimp Surveys	November 2023 through May 2024 (weekly while inundated)
Task 8b – Dry Season Fairy Shrimp Surveys	July through October 2024 (1 day)
Task 9 – Focused Crotch Bumble Bee Surveys	April through July 2024 (4 surveys no less than 3 weeks part)
Task 10 – Determination of Biologically Equivalent or Superior Preservation (DEBSP) Report	6 weeks from completion of Final MSHCP Consistency Analysis and Biological Technical Report and Aquatic Resources Delineation Report
Task 11 – Cultural Resources Section 106 Compliance Report	4 weeks from notice to proceed and receipt of Project boundary files

Cost Estimate

PlaceWorks submits this cost estimate not to exceed **$226,164**, as shown in Table 2.

Table 2. Cost Estimate

TASK	COST
Task 1. Biological Resources Assessment, Burrowing Owl Habitat Assessment, MSHCP Consistency Analysis, and Biological Technical Report	$ 13,668
Task 2. Aquatic Resources Delineation	14,526
Task 3. Regulatory Permitting	16,137
Task 4. ECORP Project Management, Technical Support, Client Requests	6,270
Task 5. PlaceWorks Project Management	7,262
Subtotal	**$ 57,863**
OPTIONAL TASKS	
Task 6. Focused Burrowing Owl Surveys	$ 20,290
Task 7. Protocol Least Bell's Vireo Surveys	22,418
Task 8. Fairy Shrimp Surveys	41,734
Task 9. Focused Crotch Bumble Bee Surveys	65,236
Task 10. Determination of Biologically Equivalent or Superior Preservation Report	14,223
Task 11. Cultural Resources Section 106 Compliance Report	4,400
GRAND TOTAL with Optional Tasks	**$226,164**

Subconsultants are billed at a 10% markup.

Acknowledgment

This proposal shall remain valid for a period of 30 days from the time of submittal. If you have any questions regarding the contents of this proposal, please contact Mark Teague at 916.245.7500 ext. 2730 / mteague@placeworks.com (after November 13 when he returns from vacation) or his deputy principal-in-charge while he is away, Addie Farrell, at 213.623.1443 x 2119 / afarrell@placeworks.com. As a Principal, Addie is authorized to bind PlaceWorks and the project team to the contents of this proposal on Mark's behalf.

We look forward to working with you to bring about the successful completion of this project.

Respectfully submitted,

PLACEWORKS

Mark Teague, AICP
Managing Principal, Environmental Services

signing on behalf of Mark Teague

Addie Farrell
Principal, Environmental Services

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.17
Meeting Date: November 8, 2023

SUBJECT: Tres Lagos Affordability Covenant

SUBMITTED BY: Thomas D Jex

PREPARED BY: Thomas D Jex

ACTION:
Approve and authorize the City Manager to sign the Affordability Covenant regarding the Tres Lagos affordable housing project in substantially the same form as included in the agenda packet and authorize the City Manager to make modest adjustments as necessary.

BACKGROUND:
The Affordability Covenant for Phase I was approved by the City Council at the August 9, 2023 meeting.

DISCUSSION:
Phase II of the Tres Lagos affordable housing project (Palm Communities), located at 23345 and 23365 Catt Road, is intended to be developed with 89 rental multi-family residential units in which 88 units, including 11 one-bedroom units, 55 two-bedroom units, and 22 three-bedroom units will be restricted for occupancy by Eligible Households at Affordable Rents.

The Project was processed pursuant to SB 35 (Government Code § 65913.4), which requires a land use restriction or covenant to be recorded prior to the first building permit for the Project ensuring that the low-income units required by SB 35 remain available at affordable rent for 55 years.

According to California Government Code Section 65915 et seq. (“Density Bonus Statute”) and Chapter 17.290 of the City of Wildomar Municipal Code (“Density Bonus Ordinance”), the developer applied for and the City approved a density bonus and certain incentives and concessions for the Project pursuant to subsection (b)(1)(G) of the Density Bonus Statute, which requires all units in the Project, except for manager’s unit(s), to be restricted to Low-Income Households, except that up to 20% may be for Moderate-Income Households.

This Affordability Covenant is intended to satisfy the affordability requirements set forth in SB 35, the Density Bonus Ordinance, and the Density Bonus Statute, and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The covenants set forth in the Affordability Covenant will run with the land.

ATTACHMENTS:
Affordability Covenent.pdf

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

APN: 0380-_____-____

AFFORDABLE HOUSING AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF WILDOMAR

and

WILDOMAR TRES LAGOS PARTNERS II LP,
a California limited partnership

(SB 35 and Density Bonus Below Market-Rate Rental Units)

This Affordable Housing Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of November ____, 2023 ("**Effective Date**") by and between the City of Wildomar, a municipal corporation ("**City**") and Wildomar Tres Lagos Partners II LP, a California limited partnership ("**Owner**"). The City and the Owner are collectively referred to herein as the "**Parties**."

RECITALS

The following recitals are an integral part of this Agreement and are binding on the Parties. Capitalized terms used in these Recitals and elsewhere in this Agreement shall have the meanings ascribed to such terms as set forth in Section 1.2 below.

A. Owner is the owner of the real property located in the City of Wildomar, Riverside County, California, at 23379, 23391, 23403, 23415, 23427 Catt Road, known as Riverside County Assessor's Parcel No. 0380-100-022, and more particularly described in Exhibit A attached hereto (the **"Property")**.

B. Owner intends to develop an eighty-eight 88 unit multi-family residential rental development (the **"Project")** on the Property in which eighty eight (87) dwelling units, including zero (0) studio apartments, forty (40) one-bedroom units, twenty-five (25) two-bedroom units, and twenty-two (22) three-bedroom units will be restricted for occupancy by Eligible Households at Affordable Rents as more particularly set forth in this Agreement.

C. The Project was processed pursuant to SB 35 (Government Code § 65913.4), which requires a land use restriction or covenant to be recorded prior to the first building permit for the Project ensuring that the low-income units required by SB 35 remain available at affordable rent for fifty-five years.

D. Pursuant to California Government Code Section 65915 *et seq.* (the "**Density Bonus Statute**") and Chapter 17.290 of the City of Wildomar Municipal Code (the "**Density Bonus Ordinance**") Owner applied for and the City approved a density bonus and certain incentives and concessions for the Project pursuant to subsection (b)(1)(G) of the Density Bonus Statute, which requires all units in the Project, except for manager's unit(s), to be restricted to Low-Income Households except that up to 20% may be for Moderate-Income Households. Owner is required to enter into and record this Agreement against the Property to ensure the continued affordability of the units required by the Density Bonus Statute and Density Bonus Ordinance for fifty-five years.

E. This Agreement is intended to satisfy the affordability requirements set forth in SB 35, the Density Bonus Ordinance, and the Density Bonus Statute, and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Incorporation of Recitals; Definitions.

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the foregoing Recitals which are hereby incorporated into this Agreement.

1.2 Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"Additional Low-Income Density Bonus Units" is defined in Section 2.1.

"**Affordable Rent**" is defined in Section 2.1.

"**Area Median Income**" **or** "**AMI**" is defined in Section 2.1.

"**Assumed Household Size**" means the number of bedrooms in a dwelling unit plus one, consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources (if any) (e.g., a household of two persons in the case of a one-bedroom unit, a household of three persons in the case of a two-bedroom unit, and a household of four persons in the case of a three-bedroom unit).

"**City**" means the City of Wildomar, California

"**City's Authorized Representative"** means the City Manager of the City of Wildomar.

"**Claims**" is defined in Section 10.

"Conditions of Approval" means the terms and conditions of all approvals, entitlements and permits that the City has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, any mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits.

"**CTCAC**" means the California Tax Credit Allocation Committee.

"**Density Bonus Ordinance**" means Chapter 17.290 of the City of Wildomar Municipal Code.

"Density Bonus Statute" means California Government Code Section 65915 *et. seq.*

"**Eligible Household**" means a household for which Gross Annual Household Income

upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section 2.1.

"Gross Annual Household Income" is defined in Section 2.1.

"**Indemnitees"** is defined in Section 10.

"**Low-Income Household"** means a household for which Gross Annual Household Income upon initial occupancy does not exceed eighty percent (80%) of Area Median Income as adjusted for Actual Household Size.

"Moderate-Income Density Bonus Units" is defined in Section 2.1.

"**Moderate-Income Household"** means a household for which Gross Annual Household Income upon initial occupancy does not exceed one hundred twenty percent (120%) of Area Median Income as adjusted for Actual Household Size.

"Official Records" means the Official Records of the Riverside County Recorder.

"**Owner**" is defined in the preamble to this Agreement. Each reference herein to the "Owner" shall mean the Owner and the Owner's successors and assigns.

"Project" is defined in Recital B.

"Property" is defined in Recital A.

"**Restricted Unit**" means a dwelling unit that is reserved for occupancy at an Affordable Rent by Eligible Households of specified household income levels as set forth in Section 2.1.

"**SB 35**" means California Government Code Section 65913.4 (Chapter 366, Statutes of 2017, as subsequently amended).

"SB 35 Units" is defined in Section 3.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that throughout the term of this Agreement (as defined in Section 4.1), the eighty-seven (87) residential units described in Section 2.1 shall be Restricted Units that shall be used solely as rental housing in compliance with the occupancy and affordability requirements set forth in this Agreement. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. Throughout the Term of this Agreement (as defined in Section 4.1): (i) not less than forty-four (44) residential units in the Project (i.e., fifty percent (50%) of the total number of residential units in the Project) (the **"SB 35 Units")** shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household

Income at initial occupancy is no greater than eighty percent (80%) of AMI as determined pursuant to the applicable definitions below, (ii) not less than twenty-six (26) additional residential units in the Project (the **"Additional Low-Income Density Bonus Units"**) shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household Income at initial occupancy is no greater than eighty percent (80%) of AMI as determined pursuant to the applicable definitions below; and (iii) not less than seventeen (17) additional residential units in the Project (the "**Moderate-Income Density Bonus Units"** shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household Income at initial occupancy is no greater than one hundred twenty percent (120%) of AMI as determined pursuant to the applicable definitions below. The SB 35 Units include 18 density bonus units subject to the requirements of clause I of California Government Code Section 65915(c)(1)(B)(ii). Area Median Income, Affordable Rent, and Gross Annual Household Income shall be determined for the SB 35 Units, the Additional Low-Income Density Bonus Units and the Moderate-Income Density Bonus Units in accordance with the following definitions:

"**Area Median Income"** or **"AMI"** means the following: (i) pursuant to California Government Code Section 65913.4(k) and clause I of California Government Code Section 65915(c)(1)(B)(ii), for the SB 35 Units and the Moderate-Income Density Bonus Units, the median income for Riverside County, California, adjusted for Actual Household Size, as determined by the U.S. Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c), and (ii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the Additional Low-Income Density Bonus Units, the median income for Riverside County, California, adjusted for Actual Household Size, as determined by CTCAC regulations.

"**Affordable Rent**" means the following: (i) pursuant to California Government Code Section 65913.4(k)(2)(A), clause I of California Government Code Section 65915(c)(1)(B)(ii), and Health and Safety Code Section 50053(b)(3), for the SB 35 Units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis, (ii) pursuant to clause I of California Government Code Section 65915(c)(1)(B)(ii) and Health and Safety Code Section 50053(b)(4), for the Moderate-Income Density Bonus Units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of Area Median Income, Adjusted for Family Size Appropriate for the Unit, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis, and (iii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the Additional Low-Income Density Bonus Units. a monthly rent that does not exceed the maximum rent levels for lower-income households as determined by CTCAC regulations.

"**Gross Annual Household Income**" means the following: (i) pursuant to clause I of

California Government Code Section 65915(c)(1)(B)(ii) and California Government Code Section 65913.4(k), for the SB 35 Units and the Moderate-Income Density Bonus Units, the applicable household's total gross income as determined in accordance with Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time, and (ii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the Additional Low-Income Density Bonus Units, the applicable household's total gross income as determined in accordance with Section 42(g)(2) of the Internal Revenue Code of 1986, as amended, and applicable federal and CTCAC regulations.

2.2 Rents for Restricted Units. Rents for the SB 35 Units, the Additional Low-Income Density Bonus Units and the Moderate-Income Density Bonus Units shall be limited to Affordable Rents for households of the applicable income limit in accordance with Section 2.1.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.1, Owner shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved.

2.3 Location; Amenities.

The moderate-income units shall not be concentrated in one location within the Project, nor clustered on one floor or within one area within any particular building comprising the Project, but instead shall be dispersed throughout the Project. All Restricted Units shall be comparable in their appearance, materials, and exterior and interior finishes. Residents of Restricted Units shall have access to all Project amenities and recreational facilities.

2.4 No Condominium Conversion; Occupancy as Principal Residence; No Short-term Rentals. Owner shall not convert the Restricted Units to condominium or cooperative ownership during the term of this Agreement. The Restricted Units must be occupied as the principal residence of the tenant. The rental agreement or lease must provide that the tenant acknowledges and agrees that the Restricted Unit must be occupied as the household's principal residence, and that the unit may not be subleased or made available as a short-term rental.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Fair Housing. Owner shall comply with all applicable state and federal fair housing laws in the marketing and rental of all residential units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.2 Non-Discrimination. Owner shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition

that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

3. Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(a) The identity of each household member; and

(b) The total Gross Annual Household Income.

Alternatively, Owner may satisfy this requirement by delivering copies of the CTCAC Tenant Income Certification and CTCAC Project Status Report which will be delivered annually to CTCAC. Owner shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of construction of the Restricted Units, by not later than April 30 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with a certification that the Project is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each Restricted Unit: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total Gross Annual Household Income; (vii) documentation of source of household income, (viii) lease commencement and termination dates, and (ix) initial move-in date.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City. Alternatively, Owner may satisfy this requirement by delivering copies of the CTCAC Tenant Income Certification and CTCAC Project Status Report which will be delivered annually to CTCAC.

3.3. Maintenance of Records.

(1) Owner shall maintain tenant leases, income certifications, and other documents related to the leasing of the Restricted Units for a period of five (5) years after the final date of occupancy by the tenant.

(2) Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have fifteen (15) calendar days from such notice to correct any specified deficiency in the records, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within fifteen (15) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

3.4 Access to Records; Inspections.

(1) Owner shall provide City and its authorized agents and representatives access during normal business hours to any books, documents, papers and records relating to the Restricted Units for the purpose of making audits, examinations, excerpts and transcriptions.

(2) With 48-hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Restricted Units and to interview tenants of the Restricted Units and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the fifty-fifth (55th) anniversary of the date upon which City issues a final certificate of occupancy or equivalent for the Project upon completion of construction. If such date cannot be ascertained, the term of this Agreement shall end on the fifty-seventh (57th) anniversary of the Effective Date of this Agreement.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof, regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein.

4.3 Recordation. This Agreement shall be recorded in the Official Records as a condition precedent to City's issuance of building permits for the Project.

4.4 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Restricted Units to the covenants and restrictions set forth in this

Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project or part thereof (other than the tenants of the individual dwelling units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby. Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. Owner may delegate management of the Restricted Units to a management company or other organization that has experience in the management of affordable rental units, including without limitation, experience in screening and qualifying applicants for income-restricted units. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6.3 Repair and Maintenance. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all commercially reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the

Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair, reasonable wear and tear excepted.

6.3.1 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Wildomar business registration if required under local law. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 City's Right to Perform Maintenance. In the event that Owner breaches any of the covenants contained in Section 6.3 or Section 6.3.1, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall be paid by Owner to City upon demand. All such sums remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the lesser of 10% per annum or the highest rate permitted by applicable law. City shall have a lien against the Property for the amount of such unpaid sums and shall have the right to record a Notice of Claim of Lien against the Property.

6.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.8 Insurance Coverage. Throughout the term of this Agreement, at Owner's expense, Owner shall maintain property and commercial general liability insurance consistent with the usual and customary coverage carried by owners of similar projects in the area and consistent with the requirements of any lender that holds a lien on the Property.

6.9 Property Damage or Destruction. If any of the Restricted Units are damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or investors providing financing for the

Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Subordination. Owner hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City which City may grant or withhold in the exercise of its sole discretion, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request.

8. Encumbrance.

8.1 Encumbrances. Owner agrees to use commercially reasonable efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender ("**Lender**") shall contain each of the following provisions: (i) Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; and (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days. Owner agrees to provide to City a copy of any notice of default Owner receives from any Lender within five (5) business days following Owner's receipt thereof.

8.2 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred, and any mortgagee of record shall have the reasonable right, but not the obligation, to cure any default by Owner under this Agreement within the same period of time provided to Owner for such cure.

8.3 Estoppel Statement. Within thirty (30) days after request by Owner, City shall provide an estoppel statement to any lender or prospective purchaser of the Property which confirms Owner's compliance with this Agreement (or specifying any non-compliance) together with such other matters reasonably requested by such lender or prospective purchaser.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Owner's failure to maintain insurance as required hereunder, and the failure of Owner to cure such default within five (5) days;

(b) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project prior to delinquency, or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(c) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Owner's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days from receipt of the notice of default.

Notwithstanding anything to the contrary contained herein, Owner's Limited Partner shall have the right, but not the obligation, to cure an event of default hereunder and City agrees to accept or reject such cure on the same basis as if provided by Owner itself.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

B. For violations of obligations with respect to rents for Restricted Units, impose a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; provided however, any charge imposed after a foreclosure shall be limited to the amount collected in excess of the Affordable Rent following such foreclosure.

C. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnity. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (all of the foregoing, collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's or Owner's employees' agents', contractors' or subcontractors' (all of the foregoing, collectively "**Owner's Parties**") construction, management, or operation of the Property and the Project, failure to comply with applicable laws, including without limitation, state and federal fair housing laws, or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights that it may have by reason of any indemnity and hold harmless provisions set forth in this Agreement because of City's acceptance, or Owner's deposit with City, of any of the insurance policies described in this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: City Manager

Owner: c/o Palm Communities

100 Pacifica, Suite 203
Irvine, CA 92618
Attn: Danavon L. Horn

With a copy to: c/o Hunt Capital Partners, LLC
15910 Ventura Boulevard, Suite 1100
Encino, California 91436

and: Nixon Peabody LLP
799 9th Street NW Suite 500,
Washington, DC 20001-5327
Attention: Emily L. McKinney

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Project. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. Unless expressly stated otherwise, each reference to a particular Section of this Agreement shall mean all subsections and subparagraphs of such Section. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Wildomar shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or

renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Riverside County, California or in the Federal District Court for the Central District of California.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement, together with the Conditions of Approval for the Project, contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A and B, attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF WILDOMAR, a municipal corporation

_____
City Manager

Approved as to form:

_____
City Attorney

OWNER:

WILDOMAR TRES LAGOS PARTNERS II LP,
a California limited partnership

By: PC Wildomar Developers II LLC,
a California limited liability company,
its administrative general partner

By: Palm Communities,
a California corporation,
its manager

By: _____
Danavon L. Horn, President

By: Las Palmas Housing & Development Corporation,
a California nonprofit public benefit corporation,
its managing general partner

By: _____
Joseph M. Michaels, President

SIGNATURES MUST BE NOTARIZED.

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 _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

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 _____)

On _____, before me,_____,
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____
(Notary Signature)

Exhibit A

PROPERTY

Real property situated in the City of Wildomar, County of Riverside, State of California, and described as follows:

Current APNS:
New APN:

Exhibit B

NUMBER OF RESTRICTED UNITS BY UNIT SIZE
AND TARGETED AREA MEDIAN INCOME (AMI) LEVELS

Maximum Household Income	80% AMI Low-Income	120% AMI Moderate-Income	Total
Studio	0		**0**
1-Bedroom	40		**40**
2-Bedroom	25		**25**
3-Bedroom	22		**22**
4-Bedroom	0		**0**
TOTAL	**87**		**87**

SUBJECT: Approve Facilities Contract Specialist Classification Description, Revise the Position Classification Schedule, and Amend the Existing Pay Plan to Add the New Classification

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING A FACILITIES CONTRACT SPECIALIST CLASSIFICATION DESCRIPTION; AMENDING THE EXISTING PAY PLAN; AND REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE FACILITIES CONTRACT SPECIALIST CLASSIFICATION

SUMMARY:

This action will approve a new Facilities Contract Specialist classification description; add the placement of the Facilities Contract Specialist to the classification plan; and amends the existing Pay Plan to set the pay range for the Facilities Contract Specialist.

BACKGROUND:

The purchase of the City Hall building is scheduled to close escrow November 3, 2023. The Purchase and Sales Agreement includes provisions for the current maintenance contracts and services through March 31, 2024. The City will then take over full maintenance of the City Hall building. The City also maintains the buildings at the parks, the cemetery and the fire station. Facilities maintenance of existing facilities is currently completed via contract work. Each contract requires specific oversight from an individual experienced in the maintenance of commercial facilities.

DISCUSSION:

In order to ensure City facilities are well maintained through comprehensive contract oversight

and inspection, City staff recommends adding a Facilities Contract Specialist classification to the City's Classification Plan. This position will oversee all facilities maintenance contracts and inspect ongoing and completed work and provide basic maintenance as issues arise.

The updated Pay Plan incorporates the Facilities Contract Specialist classification. This classification is listed as a non-exempt, general position and compensated in line with Pay Grade 119, with an annual maximum rate of $92,211.28, effective December 30, 2023.

FISCAL IMPACT:

The fiscal impact for the remainder of fiscal year 2023-24 is approximately $55,000, which includes associated roll-up costs, such as benefits and CalPERS contributions. This position will be budgeted in the Community Services budget.

ACCOUNT CODE:
75% 100-410-4610
25% 300-470-4725

ATTACHMENTS:
Attachment A. Resolution
Exhibit A. Facilities Contract Specialist Classification Description
Exhibit B. Pay Plan
Exhibit C. Position Classification Schedule

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING A FACILITIES CONTRACT SPECIALIST CLASSIFICATION DESCRIPTION; AMENDING THE EXISTING PAY PLAN; AND REVISING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE THE FACILITIES CONTRACT SPECIALIST CLASSIFICATION

WHEREAS, the City Council approved the purchase of the City Hall building;

WHEREAS, the City of Wildomar ("City") is responsible for the maintenance of the newly purchased building, as well as additional buildings owned by the City;

WHEREAS, the City utilizes contract services to ensure facilities are maintained in a safe and efficient manner; and

WHEREAS, in order to ensure contract work is completed to City standards, the City wishes to add the Facilities Contract Specialist to the Position Classification Schedule.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Wildomar, California, as follows:

SECTION 1. POSITION CLASSIFICATION DESCRIPTION. Effective December 30, 2023, the City adopts the Facilities Contract Specialist classification description, attached to this Resolution as Exhibit "A".

SECTION 2. PAY PLAN. Effective December 30, 2023, the City adopts a revised City of Wildomar Pay Plan adding the new Facilities Contract Specialist classification at pay grade 119 with an annual salary range of $62,399.08 to $90,211.28, attached to this Resolution as Exhibit "B".

SECTION 3. POSITION CLASSIFICATION SCHEDULE. Effective December 30, 2023, the City adopts a revised Position Classification Schedule to reflect the addition of the Facilities Contract Specialist classification, attached to this Resolution as Exhibit "C."

PASSED, APPROVED, AND ADOPTED this 8th day of November, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

Facilities Contract Specialist

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under general supervision, administers and oversees various service and maintenance contracts and ensures compliance with terms and conditions; performs basic maintenance duties at City facilities; performs maintenance and technical inspections to monitor contractor work in progress involving public improvement projects and maintenance related to, facility maintenance, contract janitorial and in-house services, security and fire alarm systems/operations, fire extinguishers, parks and landscapes, and other City contract services; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a full journey-level class that performs the full range of duties including basic maintenance duties, the coordination and oversight of contracts and inspection activities required to ensure that assigned City facilities and infrastructure are in a safe and effective working condition and provide the highest level of safety for public use. Incumbents are expected to work independently and exercise judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Services Director or assigned supervisor. Exercises no direct supervision over staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

General Functions:

1. Conducts inspections and oversees contract operations related to security and fire alarm systems, fire extinguishers, landscaping, janitorial, and facility projects; ensures compliance with contract terms and conditions and that work in progress is performed to standards and codes; receives, reviews, and approves all related billings.
2. Inspects new construction and contractor installations of facilities, parks, and any other public improvement projects upon request to ensure installation procedures and safety practices are being followed, correct materials are being used, project is on schedule, and the contractor is adhering to all rules, regulations, and expectations within the scope of the project.
3. Performs basic maintenance at City facilities, including minor plumbing, hardware, flooring, painting,

drywall, etc. repairs.

4. Assembles and/or hangs office furniture and equipment, moves office furniture and equipment, helps to address floorplans for office layout.
5. Performs, or ensures that contractor performs, underground "dig alert" mark-outs for all street lights, traffic signals, facility lighting, park irrigation systems, and other utilities.
6. Generates and submits work orders to contracts for janitorial and landscaping services as a result of problems discovered by inspections, staff concerns, citizen concerns, scheduling changes, special events, and any other special requests.
7. Performs detailed plan checks and inspection of project submittals related to assigned areas to ensure adherence to established policies and sound engineering practices and that completed construction will integrate with existing infrastructure and minimize future operational and maintenance cost.
8. Meets with staff from all departments to ensure facility contract service levels and expectations are being met and to discuss schedule changes, incidental problems, or changes in procedure.
9. Meets with contract owners or representatives to discuss issues, procedures, billing adjustments, and contract adjustments.
10. Participates in the development of public bids and RFP agreements, in establishing new contracts and creating new procedures and guidelines to existing contracts that need improvement or that are up for potential renewal; develops and administers complex contracts including maintenance or service contracts and agreements.
11. Receives and reviews billings submitted by security, janitorial, HVAC cleaning, landscaping, painting, and flooring contractors.
12. Maintains and protects the privacy of all security codes throughout the City; maintains gate codes and makes changes as necessary.
13. Inspects and assesses damage to facilities that have been damaged or destroyed by accidents or vandalism.
14. Makes minor field repairs to facilities.
15. Prepares memos, reports, and other documentation for managers, contractors, City employees, and others; keeps records and reports filed.
16. Attendance and punctuality that is observant of scheduled hours on a regular basis.
17. Establishes, maintains, and fosters positive and harmonious working relationships with those contacted in the course of work.
18. Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, theory, and standard practices of maintenance, repair, and improvements of lighting, janitorial, security, and the inspection thereof.
- Operations, services, and activities of a comprehensive maintenance contracts program.
- City policies, procedures, and codes related to maintenance and repair of assigned areas.
- General principles and practices of municipal government management.
- Organizational and management practices as applied to the analysis, evaluation, development,

and implementation of programs, policies, and procedures.
- Applicable Federal, State, and local codes, laws, and regulations.
- Principles of contract administration for maintenance and repair.
- Contract documents and specifications writing for maintenance projects in assigned areas.
- Engineering and construction principles and practices as applied to related maintenance and construction projects.
- Construction and material cost estimating for proposed projects.
- Basic principles of budget preparation and control.
- Construction methods, equipment, and materials.
- Occupational hazards and standard safety precautions necessary in the area of maintenance and construction.
- Research and reporting methods, techniques, and procedures.
- Technical report writing and preparation of correspondence.
- Principles and procedures of record keeping.
- Modern office practices, methods, computer equipment and basic computer software.
- Mathematics applicable to construction.
- Safe driving rules and practices.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Plan, schedule, and oversee maintenance and construction projects performed under contract.
- Oversee, organize, and review the work of contract maintenance personnel.
- Perform comprehensive inspections of varied maintenance, repair, and services projects.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Select and maintain machinery and equipment used in the area of work.
- Operate the full range of equipment and tools used in a safe and effective manner.
- Assist in budget preparation and monitoring.
- Prepare and maintain records and prepare comprehensive technical reports.
- Read, interpret, and apply a wide variety of technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.
- Identify maintenance needs and take corrective actions.
- Research, collect, compile, and analyze information and data.
- Observe, detect, diagnose, and report safety hazards, deficiencies, and conditions in various assigned facilities and operations.
- Interpret and apply the policies, procedures, laws, and regulations pertaining to assigned programs and functions.
- Ensure the maximum utilization of manpower, equipment, and supplies.

- Accurately determine project material needs.
- Respond to requests and inquiries from the general public.
- Interpret and apply administrative and departmental contract policies and procedures.
- Maintain accurate records and basic written reports of work performed.
- Follow department policies and procedures related to assigned duties.
- Make accurate arithmetic calculations.
- Operate modern office equipment including computer equipment and software.
- Organize own work, set priorities, and meet critical time deadlines.
- Understand and follow oral and written instructions.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities to perform the essential functions is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A minimum of four (4) years of increasingly responsible construction or maintenance experience including some contract oversight experience.

Training:

Equivalent to the completion of the 12th grade; college coursework in construction/maintenance technology or contract management preferred.

Licenses and Certifications:

Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Special Requirements:

Employees in these classes may be required to work varying shifts and extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions:
Employees partly work in the office and partly in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental and City policies and procedures.

Physical Demands:
Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle, drive on surface streets, and make inspections; strength, stamina, and mobility to perform light physical work; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking uneven terrain and landscapes when performing inspections. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 40 pounds.

Mental Demands:
While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; uses math, and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Senior Maintenance Worker

TO: Management Analyst

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

City of Wildomar Pay Plan

Effective December 30, 2023

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
101							$ 14.43	$ 14.79	$ 15.16	$ 15.54	$ 15.93	$ 16.33	$ 16.73	$ 17.15	$ 17.58	$ 18.02	Hourly
							$ 1,154.42	$ 1,183.28	$ 1,212.87	$ 1,243.19	$ 1,274.27	$ 1,306.12	$ 1,338.78	$ 1,372.25	$ 1,406.55	$ 1,441.72	Bi-weekly
							$ 2,501.25	$ 2,563.78	$ 2,627.88	$ 2,693.57	$ 2,760.91	$ 2,829.94	$ 2,900.69	$ 2,973.20	$ 3,047.53	$ 3,123.72	Monthly
							$ 30,015.02	$ 30,765.40	$ 31,534.53	$ 32,322.90	$ 33,130.97	$ 33,959.24	$ 34,808.23	$ 35,678.43	$ 36,570.39	$ 37,484.65	Annually
102	Recreation Leader I	Non Exempt	Part-time				$ 15.15	$ 15.53	$ 15.92	$ 16.32	$ 16.72	$ 17.14	$ 17.57	$ 18.01	$ 18.46	$ 18.92	Hourly
							$ 1,212.15	$ 1,242.45	$ 1,273.51	$ 1,305.35	$ 1,337.98	$ 1,371.43	$ 1,405.72	$ 1,440.86	$ 1,476.88	$ 1,513.80	Bi-weekly
							$ 2,626.31	$ 2,691.97	$ 2,759.27	$ 2,828.25	$ 2,898.96	$ 2,971.43	$ 3,045.72	$ 3,121.86	$ 3,199.91	$ 3,279.91	Monthly
							$ 31,515.78	$ 32,303.67	$ 33,111.26	$ 33,939.04	$ 34,787.52	$ 35,657.21	$ 36,548.64	$ 37,462.35	$ 38,398.91	$ 39,358.88	Annually
103							$ 15.91	$ 16.31	$ 16.71	$ 17.13	$ 17.56	$ 18.00	$ 18.45	$ 18.91	$ 19.38	$ 19.87	Hourly
							$ 1,272.75	$ 1,304.57	$ 1,337.19	$ 1,370.62	$ 1,404.88	$ 1,440.00	$ 1,476.00	$ 1,512.90	$ 1,550.73	$ 1,589.49	Bi-weekly
							$ 2,757.63	$ 2,826.57	$ 2,897.24	$ 2,969.67	$ 3,043.91	$ 3,120.01	$ 3,198.01	$ 3,277.96	$ 3,359.90	$ 3,443.90	Monthly
							$ 33,091.56	$ 33,918.85	$ 34,766.82	$ 35,635.99	$ 36,526.89	$ 37,440.07	$ 38,376.07	$ 39,335.47	$ 40,318.86	$ 41,326.83	Annually
104	Intern I	Non Exempt	Part-time				$ 16.70	$ 17.12	$ 17.55	$ 17.99	$ 18.44	$ 18.90	$ 19.37	$ 19.86	$ 20.35	$ 20.86	Hourly
							$ 1,336.39	$ 1,369.80	$ 1,404.04	$ 1,439.15	$ 1,475.12	$ 1,512.00	$ 1,549.80	$ 1,588.55	$ 1,628.26	$ 1,668.97	Bi-weekly
							$ 2,895.51	$ 2,967.90	$ 3,042.10	$ 3,118.15	$ 3,196.10	$ 3,276.01	$ 3,357.91	$ 3,441.85	$ 3,527.90	$ 3,616.10	Monthly
							$ 34,746.14	$ 35,614.80	$ 36,505.17	$ 37,417.79	$ 38,353.24	$ 39,312.07	$ 40,294.87	$ 41,302.24	$ 42,334.80	$ 43,393.17	Annually
105							$ 17.54	$ 17.98	$ 18.43	$ 18.89	$ 19.36	$ 19.85	$ 20.34	$ 20.85	$ 21.37	$ 21.91	Hourly
							$ 1,403.21	$ 1,438.29	$ 1,474.25	$ 1,511.10	$ 1,548.88	$ 1,587.60	$ 1,627.29	$ 1,667.98	$ 1,709.67	$ 1,752.42	Bi-weekly
							$ 3,040.29	$ 3,116.29	$ 3,194.20	$ 3,274.06	$ 3,355.91	$ 3,439.81	$ 3,525.80	$ 3,613.95	$ 3,704.30	$ 3,796.90	Monthly
							$ 36,483.45	$ 37,395.54	$ 38,330.42	$ 39,288.68	$ 40,270.90	$ 41,277.67	$ 42,309.62	$ 43,367.36	$ 44,451.54	$ 45,562.83	Annually
106	Recreation Leader II	Non Exempt	Part-time				$ 18.42	$ 18.88	$ 19.35	$ 19.83	$ 20.33	$ 20.84	$ 21.36	$ 21.89	$ 22.44	$ 23.00	Hourly
							$ 1,473.37	$ 1,510.20	$ 1,547.96	$ 1,586.66	$ 1,626.32	$ 1,666.98	$ 1,708.66	$ 1,751.37	$ 1,795.16	$ 1,840.04	Bi-weekly
							$ 3,192.30	$ 3,272.11	$ 3,353.91	$ 3,437.76	$ 3,523.70	$ 3,611.80	$ 3,702.09	$ 3,794.64	$ 3,889.51	$ 3,986.75	Monthly
							$ 38,307.62	$ 39,265.31	$ 40,246.95	$ 41,253.12	$ 42,284.45	$ 43,341.56	$ 44,425.10	$ 45,535.72	$ 46,674.12	$ 47,840.97	Annually
107							$ 19.34	$ 19.82	$ 20.32	$ 20.82	$ 21.35	$ 21.88	$ 22.43	$ 22.99	$ 23.56	$ 24.15	Hourly
							$ 1,547.04	$ 1,585.71	$ 1,625.36	$ 1,665.99	$ 1,707.64	$ 1,750.33	$ 1,794.09	$ 1,838.94	$ 1,884.92	$ 1,932.04	Bi-weekly
							$ 3,351.92	$ 3,435.71	$ 3,521.61	$ 3,609.65	$ 3,699.89	$ 3,792.39	$ 3,887.20	$ 3,984.38	$ 4,083.99	$ 4,186.08	Monthly
							$ 40,223.00	$ 41,228.58	$ 42,259.29	$ 43,315.77	$ 44,398.67	$ 45,508.64	$ 46,646.35	$ 47,812.51	$ 49,007.82	$ 50,233.02	Annually
108	Intern II	Non Exempt	Part-time				$ 20.30	$ 20.81	$ 21.33	$ 21.87	$ 22.41	$ 22.97	$ 23.55	$ 24.14	$ 24.74	$ 25.36	Hourly
							$ 1,624.39	$ 1,665.00	$ 1,706.63	$ 1,749.29	$ 1,793.02	$ 1,837.85	$ 1,883.79	$ 1,930.89	$ 1,979.16	$ 2,028.64	Bi-weekly
							$ 3,519.51	$ 3,607.50	$ 3,697.69	$ 3,790.13	$ 3,884.88	$ 3,982.01	$ 4,081.56	$ 4,183.59	$ 4,288.18	$ 4,395.39	Monthly
							$ 42,234.15	$ 43,290.01	$ 44,372.26	$ 45,481.56	$ 46,618.60	$ 47,784.07	$ 48,978.67	$ 50,203.14	$ 51,458.21	$ 52,744.67	Annually
109	Maintenance Worker I	Non Exempt	General				$ 21.32	$ 21.85	$ 22.40	$ 22.96	$ 23.53	$ 24.12	$ 24.72	$ 25.34	$ 25.98	$ 26.63	Hourly
							$ 1,705.61	$ 1,748.25	$ 1,791.96	$ 1,836.76	$ 1,882.67	$ 1,929.74	$ 1,977.98	$ 2,027.43	$ 2,078.12	$ 2,130.07	Bi-weekly
							$ 3,695.49	$ 3,787.88	$ 3,882.57	$ 3,979.64	$ 4,079.13	$ 4,181.11	$ 4,285.63	$ 4,392.77	$ 4,502.59	$ 4,615.16	Monthly
							$ 44,345.86	$ 45,454.51	$ 46,590.87	$ 47,755.64	$ 48,949.53	$ 50,173.27	$ 51,427.60	$ 52,713.29	$ 54,031.13	$ 55,381.90	Annually
110	Administrative Assistant I	Non Exempt	General				$ 22.39	$ 22.95	$ 23.52	$ 24.11	$ 24.71	$ 25.33	$ 25.96	$ 26.61	$ 27.28	$ 27.96	Hourly
							$ 1,790.89	$ 1,835.66	$ 1,881.55	$ 1,928.59	$ 1,976.81	$ 2,026.23	$ 2,076.88	$ 2,128.81	$ 2,182.03	$ 2,236.58	Bi-weekly
							$ 3,880.26	$ 3,977.27	$ 4,076.70	$ 4,178.62	$ 4,283.08	$ 4,390.16	$ 4,499.92	$ 4,612.41	$ 4,727.72	$ 4,845.92	Monthly
							$ 46,563.15	$ 47,727.23	$ 48,920.41	$ 50,143.42	$ 51,397.01	$ 52,681.93	$ 53,998.98	$ 55,348.96	$ 56,732.68	$ 58,151.00	Annually
111	Development Services Technician I	Non Exempt	General				$ 23.51	$ 24.09	$ 24.70	$ 25.31	$ 25.95	$ 26.59	$ 27.26	$ 27.94	$ 28.64	$ 29.36	Hourly
	Maintenance Worker II	Non Exempt	General				$ 1,880.44	$ 1,927.45	$ 1,975.63	$ 2,025.02	$ 2,075.65	$ 2,127.54	$ 2,180.73	$ 2,235.25	$ 2,291.13	$ 2,348.41	Bi-weekly
							$ 4,074.28	$ 4,176.13	$ 4,280.54	$ 4,387.55	$ 4,497.24	$ 4,609.67	$ 4,724.91	$ 4,843.03	$ 4,964.11	$ 5,088.21	Monthly
							$ 48,891.31	$ 50,113.59	$ 51,366.43	$ 52,650.59	$ 53,966.86	$ 55,316.03	$ 56,698.93	$ 58,116.41	$ 59,569.32	$ 61,058.55	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
112	Accounting Specialist I	Non Exempt	General				$ 24.68	$ 25.30	$ 25.93	$ 26.58	$ 27.24	$ 27.92	$ 28.62	$ 29.34	$ 30.07	$ 30.82	Hourly
	Code Enforcement Technician	Non Exempt	General				$ 1,974.46	$ 2,023.82	$ 2,074.41	$ 2,126.27	$ 2,179.43	$ 2,233.92	$ 2,289.76	$ 2,347.01	$ 2,405.68	$ 2,465.83	Bi-weekly
							$ 4,277.99	$ 4,384.94	$ 4,494.56	$ 4,606.93	$ 4,722.10	$ 4,840.15	$ 4,961.16	$ 5,085.19	$ 5,212.32	$ 5,342.62	Monthly
							$ 51,335.88	$ 52,619.27	$ 53,934.76	$ 55,283.12	$ 56,665.20	$ 58,081.83	$ 59,533.88	$ 61,022.23	$ 62,547.78	$ 64,111.48	Annually
113	Administrative Assistant II	Non Exempt	General				$ 25.91	$ 26.56	$ 27.23	$ 27.91	$ 28.61	$ 29.32	$ 30.05	$ 30.80	$ 31.57	$ 32.36	Hourly
	Deputy City Clerk I	Non Exempt	General				$ 2,073.18	$ 2,125.01	$ 2,178.13	$ 2,232.59	$ 2,288.40	$ 2,345.61	$ 2,404.25	$ 2,464.36	$ 2,525.97	$ 2,589.12	Bi-weekly
							$ 4,491.89	$ 4,604.19	$ 4,719.29	$ 4,837.27	$ 4,958.21	$ 5,082.16	$ 5,209.21	$ 5,339.44	$ 5,472.93	$ 5,609.75	Monthly
							$ 53,902.67	$ 55,250.24	$ 56,631.49	$ 58,047.28	$ 59,498.46	$ 60,985.92	$ 62,510.57	$ 64,073.34	$ 65,675.17	$ 67,317.05	Annually
114	Accounting Specialist II	Non Exempt	General				$ 27.21	$ 27.89	$ 28.59	$ 29.30	$ 30.04	$ 30.79	$ 31.56	$ 32.34	$ 33.15	$ 33.98	Hourly
	Code Enforcement Officer I	Non Exempt	General				$ 2,176.84	$ 2,231.26	$ 2,287.04	$ 2,344.22	$ 2,402.82	$ 2,462.89	$ 2,524.47	$ 2,587.58	$ 2,652.27	$ 2,718.57	Bi-weekly
	Development Services Technician II	Non Exempt	General				$ 4,716.48	$ 4,834.40	$ 4,955.26	$ 5,079.14	$ 5,206.12	$ 5,336.27	$ 5,469.68	$ 5,606.42	$ 5,746.58	$ 5,890.24	Monthly
	Senior Maintenance Worker	Non Exempt	General				$ 56,597.80	$ 58,012.75	$ 59,463.07	$ 60,949.64	$ 62,473.39	$ 64,035.22	$ 65,636.10	$ 67,277.00	$ 68,958.93	$ 70,682.90	Annually
115	Building Inspector I	Non Exempt	General				$ 28.57	$ 29.29	$ 30.02	$ 30.77	$ 31.54	$ 32.33	$ 33.13	$ 33.96	$ 34.81	$ 35.68	Hourly
	Engineering Technician I	Non Exempt	General				$ 2,285.68	$ 2,342.82	$ 2,401.39	$ 2,461.43	$ 2,522.96	$ 2,586.04	$ 2,650.69	$ 2,716.96	$ 2,784.88	$ 2,854.50	Bi-weekly
	Public Works Inspector I	Non Exempt	General				$ 4,952.31	$ 5,076.12	$ 5,203.02	$ 5,333.09	$ 5,466.42	$ 5,603.08	$ 5,743.16	$ 5,886.74	$ 6,033.91	$ 6,184.75	Monthly
	Human Resources Technician	Non Exempt	General				$ 59,427.69	$ 60,913.39	$ 62,436.22	$ 63,997.13	$ 65,597.06	$ 67,236.98	$ 68,917.91	$ 70,640.85	$ 72,406.88	$ 74,217.05	Annually
116	Code Enforcement Officer II	Non Exempt	General	$ 25.91	$ 27.21	$ 28.57	$ 30.00	$ 30.75	$ 31.52	$ 32.31	$ 33.11	$ 33.94	$ 34.79	$ 35.66	$ 36.55	$ 37.47	Hourly
				$ 2,073.18	$ 2,176.84	$ 2,285.68	$ 2,399.96	$ 2,459.96	$ 2,521.46	$ 2,584.50	$ 2,649.11	$ 2,715.34	$ 2,783.22	$ 2,852.80	$ 2,924.12	$ 2,997.23	Bi-weekly
				$ 4,491.89	$ 4,716.48	$ 4,952.31	$ 5,199.92	$ 5,329.92	$ 5,463.17	$ 5,599.75	$ 5,739.74	$ 5,883.24	$ 6,030.32	$ 6,181.07	$ 6,335.60	$ 6,493.99	Monthly
				$ 53,902.67	$ 56,597.80	$ 59,427.69	$ 62,399.08	$ 63,959.06	$ 65,558.03	$ 67,196.98	$ 68,876.91	$ 70,598.83	$ 72,363.80	$ 74,172.90	$ 76,027.22	$ 77,927.90	Annually
117	Assistant Planner	Non Exempt	General	$ 27.21	$ 28.57	$ 30.00	$ 31.50	$ 32.29	$ 33.09	$ 33.92	$ 34.77	$ 35.64	$ 36.53	$ 37.44	$ 38.38	$ 39.34	Hourly
	Building Inspector II	Non Exempt	General	$ 2,176.84	$ 2,285.68	$ 2,399.96	$ 2,519.96	$ 2,582.96	$ 2,647.54	$ 2,713.72	$ 2,781.57	$ 2,851.11	$ 2,922.38	$ 2,995.44	$ 3,070.33	$ 3,147.09	Bi-weekly
	Engineering Technician II	Non Exempt	General	$ 4,716.48	$ 4,952.31	$ 5,199.92	$ 5,459.92	$ 5,596.42	$ 5,736.33	$ 5,879.74	$ 6,026.73	$ 6,177.40	$ 6,331.83	$ 6,490.13	$ 6,652.38	$ 6,818.69	Monthly
	Public Works Inspector II	Non Exempt	General	$ 56,597.80	$ 59,427.69	$ 62,399.08	$ 65,519.03	$ 67,157.01	$ 68,835.93	$ 70,556.83	$ 72,320.75	$ 74,128.77	$ 75,981.99	$ 77,881.54	$ 79,828.58	$ 81,824.29	Annually
	Plans Examiner I	Non Exempt	General														
118	Deputy City Clerk II	Non Exempt	General	$ 28.57	$ 30.00	$ 31.50	$ 33.07	$ 33.90	$ 34.75	$ 35.62	$ 36.51	$ 37.42	$ 38.36	$ 39.32	$ 40.30	$ 41.31	Hourly
	Management Analyst I	Non Exempt	General	$ 2,285.68	$ 2,399.96	$ 2,519.96	$ 2,645.96	$ 2,712.11	$ 2,779.91	$ 2,849.41	$ 2,920.65	$ 2,993.66	$ 3,068.50	$ 3,145.22	$ 3,223.85	$ 3,304.44	Bi-weekly
	Purchasing & Contracts Coordinator	Non Exempt	General	$ 4,952.31	$ 5,199.92	$ 5,459.92	$ 5,732.92	$ 5,876.24	$ 6,023.14	$ 6,173.72	$ 6,328.07	$ 6,486.27	$ 6,648.42	$ 6,814.63	$ 6,985.00	$ 7,159.63	Monthly
	Senior Code Enforcement Officer	Non Exempt	General	$ 59,427.69	$ 62,399.08	$ 65,519.03	$ 68,794.98	$ 70,514.86	$ 72,277.73	$ 74,084.67	$ 75,936.79	$ 77,835.21	$ 79,781.09	$ 81,775.62	$ 83,820.01	$ 85,915.51	Annually
	Executive Assistant	Non Exempt	General														
119	Accountant I	Non Exempt	General	$ 30.00	$ 31.50	$ 33.07	$ 34.73	$ 35.60	$ 36.49	$ 37.40	$ 38.33	$ 39.29	$ 40.27	$ 41.28	$ 42.31	$ 43.37	Hourly
	Facilities Contract Specilalist	Non Exempt	General	$ 2,399.96	$ 2,519.96	$ 2,645.96	$ 2,778.26	$ 2,847.72	$ 2,918.91	$ 2,991.88	$ 3,066.68	$ 3,143.35	$ 3,221.93	$ 3,302.48	$ 3,385.04	$ 3,469.66	Bi-weekly
				$ 5,199.92	$ 5,459.92	$ 5,732.92	$ 6,019.56	$ 6,170.05	$ 6,324.30	$ 6,482.41	$ 6,644.47	$ 6,810.58	$ 6,980.85	$ 7,155.37	$ 7,334.25	$ 7,517.61	Monthly
				$ 62,399.08	$ 65,519.03	$ 68,794.98	$ 72,234.73	$ 74,040.60	$ 75,891.62	$ 77,788.91	$ 79,733.63	$ 81,726.97	$ 83,770.15	$ 85,864.40	$ 88,011.01	$ 90,211.28	Annually
120	Assistant Engineer	Non Exempt	General	$ 31.50	$ 33.07	$ 34.73	$ 36.46	$ 37.38	$ 38.31	$ 39.27	$ 40.25	$ 41.26	$ 42.29	$ 43.35	$ 44.43	$ 45.54	Hourly
				$ 2,519.96	$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 2,990.10	$ 3,064.85	$ 3,141.48	$ 3,220.01	$ 3,300.51	$ 3,383.03	$ 3,467.60	$ 3,554.29	$ 3,643.15	Bi-weekly
				$ 5,459.92	$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,478.55	$ 6,640.52	$ 6,806.53	$ 6,976.69	$ 7,151.11	$ 7,329.89	$ 7,513.13	$ 7,700.96	$ 7,893.49	Monthly
				$ 65,519.03	$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 77,742.63	$ 79,686.20	$ 81,678.35	$ 83,720.31	$ 85,813.32	$ 87,958.65	$ 90,157.62	$ 92,411.56	$ 94,721.85	Annually
121	Accountant II	Non Exempt	General	$ 33.07	$ 34.73	$ 36.46	$ 38.29	$ 39.25	$ 40.23	$ 41.23	$ 42.26	$ 43.32	$ 44.40	$ 45.51	$ 46.65	$ 47.82	Hourly
	Assistant City Clerk	Non Exempt	General	$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,139.61	$ 3,218.10	$ 3,298.55	$ 3,381.01	$ 3,465.54	$ 3,552.18	$ 3,640.98	$ 3,732.01	$ 3,825.31	Bi-weekly
	Management Analyst II	Non Exempt	General	$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,802.48	$ 6,972.54	$ 7,146.86	$ 7,325.53	$ 7,508.67	$ 7,696.38	$ 7,888.79	$ 8,086.01	$ 8,288.16	Monthly
	Senior Building Inspector	Non Exempt	General	$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 81,629.76	$ 83,670.51	$ 85,762.27	$ 87,906.33	$ 90,103.99	$ 92,356.59	$ 94,665.50	$ 97,032.14	$ 99,457.94	Annually
122	Associate Planner	Non Exempt	General	$ 34.73	$ 36.46	$ 38.29	$ 40.20	$ 41.21	$ 42.24	$ 43.29	$ 44.38	$ 45.49	$ 46.62	$ 47.79	$ 48.98	$ 50.21	Hourly
	Human Resources Administrator I	Non Exempt	General	$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,296.59	$ 3,379.00	$ 3,463.48	$ 3,550.06	$ 3,638.81	$ 3,729.79	$ 3,823.03	$ 3,918.61	$ 4,016.57	Bi-weekly
	Plans Examiner II	Non Exempt	General	$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,142.60	$ 7,321.17	$ 7,504.20	$ 7,691.80	$ 7,884.10	$ 8,081.20	$ 8,283.23	$ 8,490.31	$ 8,702.57	Monthly
				$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 85,711.25	$ 87,854.03	$ 90,050.38	$ 92,301.64	$ 94,609.19	$ 96,974.41	$ 99,398.78	$ 101,883.74	$ 104,430.84	Annually
123	Associate Engineer	Non Exempt	General	$ 36.46	$ 38.29	$ 40.20	$ 42.21	$ 43.27	$ 44.35	$ 45.46	$ 46.59	$ 47.76	$ 48.95	$ 50.18	$ 51.43	$ 52.72	Hourly
	Senior Accountant	Non Exempt	General	$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,461.42	$ 3,547.95	$ 3,636.65	$ 3,727.57	$ 3,820.76	$ 3,916.27	$ 4,014.18	$ 4,114.54	$ 4,217.40	Bi-weekly
				$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,499.73	$ 7,687.23	$ 7,879.41	$ 8,076.39	$ 8,278.30	$ 8,485.26	$ 8,697.39	$ 8,914.83	$ 9,137.70	Monthly
				$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 89,996.81	$ 92,246.74	$ 94,552.90	$ 96,916.73	$ 99,339.64	$ 101,823.14	$ 104,368.71	$ 106,977.93	$ 109,652.38	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
124	Senior Planner	Non Exempt	General	$ 38.29	$ 40.20	$ 42.21	$ 44.32	$ 45.43	$ 46.57	$ 47.73	$ 48.92	$ 50.15	$ 51.40	$ 52.69	$ 54.00	$ 55.35	Hourly
				$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,634.49	$ 3,725.35	$ 3,818.48	$ 3,913.94	$ 4,011.79	$ 4,112.09	$ 4,214.89	$ 4,320.26	$ 4,428.27	Bi-weekly
				$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 7,874.72	$ 8,071.59	$ 8,273.38	$ 8,480.21	$ 8,692.22	$ 8,909.52	$ 9,132.26	$ 9,360.57	$ 9,594.58	Monthly
				$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 94,496.66	$ 96,859.07	$ 99,280.55	$ 101,762.56	$ 104,306.63	$ 106,914.29	$ 109,587.15	$ 112,326.83	$ 115,135.00	Annually
125				$ 40.20	$ 42.21	$ 44.32	$ 46.54	$ 47.70	$ 48.90	$ 50.12	$ 51.37	$ 52.65	$ 53.97	$ 55.32	$ 56.70	$ 58.12	Hourly
				$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,816.21	$ 3,911.62	$ 4,009.41	$ 4,109.64	$ 4,212.38	$ 4,317.69	$ 4,425.63	$ 4,536.28	$ 4,649.68	Bi-weekly
				$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,268.46	$ 8,475.17	$ 8,687.05	$ 8,904.22	$ 9,126.83	$ 9,355.00	$ 9,588.88	$ 9,828.60	$ 10,074.31	Monthly
				$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 99,221.49	$ 101,702.03	$ 104,244.58	$ 106,850.69	$ 109,521.96	$ 112,260.01	$ 115,066.51	$ 117,943.17	$ 120,891.75	Annually
126	Senior Engineer	Non Exempt	General	$ 42.21	$ 44.32	$ 46.54	$ 48.87	$ 50.09	$ 51.34	$ 52.62	$ 53.94	$ 55.29	$ 56.67	$ 58.09	$ 59.54	$ 61.03	Hourly
				$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,007.02	$ 4,107.20	$ 4,209.88	$ 4,315.12	$ 4,423.00	$ 4,533.58	$ 4,646.92	$ 4,763.09	$ 4,882.17	Bi-weekly
				$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,681.88	$ 8,898.93	$ 9,121.40	$ 9,349.44	$ 9,583.17	$ 9,822.75	$ 10,068.32	$ 10,320.03	$ 10,578.03	Monthly
				$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 104,182.56	$ 106,787.13	$ 109,456.81	$ 112,193.23	$ 114,998.06	$ 117,873.01	$ 120,819.83	$ 123,840.33	$ 126,936.34	Annually
127				$ 44.32	$ 46.54	$ 48.87	$ 51.31	$ 52.59	$ 53.91	$ 55.25	$ 56.64	$ 58.05	$ 59.50	$ 60.99	$ 62.52	$ 64.08	Hourly
				$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,207.37	$ 4,312.56	$ 4,420.37	$ 4,530.88	$ 4,644.15	$ 4,760.26	$ 4,879.26	$ 5,001.24	$ 5,126.28	Bi-weekly
				$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,115.97	$ 9,343.87	$ 9,577.47	$ 9,816.91	$ 10,062.33	$ 10,313.89	$ 10,571.74	$ 10,836.03	$ 11,106.93	Monthly
				$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 109,391.69	$ 112,126.48	$ 114,929.65	$ 117,802.89	$ 120,747.96	$ 123,766.66	$ 126,860.82	$ 130,032.34	$ 133,283.15	Annually
128				$ 46.54	$ 48.87	$ 51.31	$ 53.87	$ 55.22	$ 56.60	$ 58.02	$ 59.47	$ 60.95	$ 62.48	$ 64.04	$ 65.64	$ 67.28	Hourly
				$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,417.74	$ 4,528.18	$ 4,641.39	$ 4,757.42	$ 4,876.36	$ 4,998.27	$ 5,123.23	$ 5,251.31	$ 5,382.59	Bi-weekly
				$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,571.77	$ 9,811.07	$ 10,056.34	$ 10,307.75	$ 10,565.45	$ 10,829.58	$ 11,100.32	$ 11,377.83	$ 11,662.28	Monthly
				$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 114,861.28	$ 117,732.81	$ 120,676.13	$ 123,693.03	$ 126,785.36	$ 129,954.99	$ 133,203.87	$ 136,533.96	$ 139,947.31	Annually
129				$ 48.87	$ 51.31	$ 53.87	$ 56.57	$ 57.98	$ 59.43	$ 60.92	$ 62.44	$ 64.00	$ 65.60	$ 67.24	$ 68.92	$ 70.65	Hourly
				$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,638.63	$ 4,754.59	$ 4,873.46	$ 4,995.30	$ 5,120.18	$ 5,248.18	$ 5,379.39	$ 5,513.87	$ 5,651.72	Bi-weekly
				$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,050.36	$ 10,301.62	$ 10,559.16	$ 10,823.14	$ 11,093.72	$ 11,371.06	$ 11,655.34	$ 11,946.72	$ 12,245.39	Monthly
				$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 120,604.34	$ 123,619.45	$ 126,709.93	$ 129,877.68	$ 133,124.62	$ 136,452.74	$ 139,864.06	$ 143,360.66	$ 146,944.68	Annually
130				$ 51.31	$ 53.87	$ 56.57	$ 59.40	$ 60.88	$ 62.40	$ 63.96	$ 65.56	$ 67.20	$ 68.88	$ 70.60	$ 72.37	$ 74.18	Hourly
				$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,751.77	$ 4,870.56	$ 4,992.32	$ 5,117.13	$ 5,245.06	$ 5,376.19	$ 5,510.59	$ 5,648.36	$ 5,789.57	$ 5,934.30	Bi-weekly
				$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,295.49	$ 10,552.88	$ 10,816.70	$ 11,087.12	$ 11,364.30	$ 11,648.40	$ 11,939.61	$ 12,238.11	$ 12,544.06	$ 12,857.66	Monthly
				$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 123,545.91	$ 126,634.56	$ 129,800.42	$ 133,045.43	$ 136,371.57	$ 139,780.86	$ 143,275.38	$ 146,857.26	$ 150,528.69	$ 154,291.91	Annually
220				$ 31.50	$ 33.07	$ 34.73	$ 36.46	$ 37.38	$ 38.31	$ 39.27	$ 40.25	$ 41.26	$ 42.29	$ 43.35	$ 44.43	$ 45.54	Hourly
				$ 2,519.96	$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 2,990.10	$ 3,064.85	$ 3,141.48	$ 3,220.01	$ 3,300.51	$ 3,383.03	$ 3,467.60	$ 3,554.29	$ 3,643.15	Bi-weekly
				$ 5,459.92	$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,478.55	$ 6,640.52	$ 6,806.53	$ 6,976.69	$ 7,151.11	$ 7,329.89	$ 7,513.13	$ 7,700.96	$ 7,893.49	Monthly
				$ 65,519.03	$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 77,742.63	$ 79,686.20	$ 81,678.35	$ 83,720.31	$ 85,813.32	$ 87,958.65	$ 90,157.62	$ 92,411.56	$ 94,721.85	Annually
221				$ 33.07	$ 34.73	$ 36.46	$ 38.29	$ 39.25	$ 40.23	$ 41.23	$ 42.26	$ 43.32	$ 44.40	$ 45.51	$ 46.65	$ 47.82	Hourly
				$ 2,645.96	$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,139.61	$ 3,218.10	$ 3,298.55	$ 3,381.01	$ 3,465.54	$ 3,552.18	$ 3,640.98	$ 3,732.01	$ 3,825.31	Bi-weekly
				$ 5,732.92	$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,802.48	$ 6,972.54	$ 7,146.86	$ 7,325.53	$ 7,508.67	$ 7,696.38	$ 7,888.79	$ 8,086.01	$ 8,288.16	Monthly
				$ 68,794.98	$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 81,629.76	$ 83,670.51	$ 85,762.27	$ 87,906.33	$ 90,103.99	$ 92,356.59	$ 94,665.50	$ 97,032.14	$ 99,457.94	Annually
222				$ 34.73	$ 36.46	$ 38.29	$ 40.20	$ 41.21	$ 42.24	$ 43.29	$ 44.38	$ 45.49	$ 46.62	$ 47.79	$ 48.98	$ 50.21	Hourly
				$ 2,778.26	$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,296.59	$ 3,379.00	$ 3,463.48	$ 3,550.06	$ 3,638.81	$ 3,729.79	$ 3,823.03	$ 3,918.61	$ 4,016.57	Bi-weekly
				$ 6,019.56	$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,142.60	$ 7,321.17	$ 7,504.20	$ 7,691.80	$ 7,884.10	$ 8,081.20	$ 8,283.23	$ 8,490.31	$ 8,702.57	Monthly
				$ 72,234.73	$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 85,711.25	$ 87,854.03	$ 90,050.38	$ 92,301.64	$ 94,609.19	$ 96,974.41	$ 99,398.78	$ 101,883.74	$ 104,430.84	Annually
223	Senior Financial Analyst	Exempt	General	$ 36.46	$ 38.29	$ 40.20	$ 42.21	$ 43.27	$ 44.35	$ 45.46	$ 46.59	$ 47.76	$ 48.95	$ 50.18	$ 51.43	$ 52.72	Hourly
	Senior Management Analyst	Exempt	General	$ 2,917.17	$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,461.42	$ 3,547.95	$ 3,636.65	$ 3,727.57	$ 3,820.76	$ 3,916.27	$ 4,014.18	$ 4,114.54	$ 4,217.40	Bi-weekly
	Code Enforcement Supervisor	Exempt	General	$ 6,320.54	$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,499.73	$ 7,687.23	$ 7,879.41	$ 8,076.39	$ 8,278.30	$ 8,485.26	$ 8,697.39	$ 8,914.83	$ 9,137.70	Monthly
				$ 75,846.47	$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 89,996.81	$ 92,246.74	$ 94,552.90	$ 96,916.73	$ 99,339.64	$ 101,823.14	$ 104,368.71	$ 106,977.93	$ 109,652.38	Annually
224	Building Inspection Supervisor	Exempt	General	$ 38.29	$ 40.20	$ 42.21	$ 44.32	$ 45.43	$ 46.57	$ 47.73	$ 48.92	$ 50.15	$ 51.40	$ 52.69	$ 54.00	$ 55.35	Hourly
				$ 3,063.03	$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,634.49	$ 3,725.35	$ 3,818.48	$ 3,913.94	$ 4,011.79	$ 4,112.09	$ 4,214.89	$ 4,320.26	$ 4,428.27	Bi-weekly
				$ 6,636.57	$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 7,874.72	$ 8,071.59	$ 8,273.38	$ 8,480.21	$ 8,692.22	$ 8,909.52	$ 9,132.26	$ 9,360.57	$ 9,594.58	Monthly
				$ 79,638.79	$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 94,496.66	$ 96,859.07	$ 99,280.55	$ 101,762.56	$ 104,306.63	$ 106,914.29	$ 109,587.15	$ 112,326.83	$ 115,135.00	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
225				$ 40.20	$ 42.21	$ 44.32	$ 46.54	$ 47.70	$ 48.90	$ 50.12	$ 51.37	$ 52.65	$ 53.97	$ 55.32	$ 56.70	$ 58.12	Hourly
				$ 3,216.18	$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,816.21	$ 3,911.62	$ 4,009.41	$ 4,109.64	$ 4,212.38	$ 4,317.69	$ 4,425.63	$ 4,536.28	$ 4,649.68	Bi-weekly
				$ 6,968.39	$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,268.46	$ 8,475.17	$ 8,687.05	$ 8,904.22	$ 9,126.83	$ 9,355.00	$ 9,588.88	$ 9,828.60	$ 10,074.31	Monthly
				$ 83,620.73	$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 99,221.49	$ 101,702.03	$ 104,244.58	$ 106,850.69	$ 109,521.96	$ 112,260.01	$ 115,066.51	$ 117,943.17	$ 120,891.75	Annually
226	Code Enforcement Manager	Exempt	Management	$ 42.21	$ 44.32	$ 46.54	$ 48.87	$ 50.09	$ 51.34	$ 52.62	$ 53.94	$ 55.29	$ 56.67	$ 58.09	$ 59.54	$ 61.03	Hourly
				$ 3,376.99	$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,007.02	$ 4,107.20	$ 4,209.88	$ 4,315.12	$ 4,423.00	$ 4,533.58	$ 4,646.92	$ 4,763.09	$ 4,882.17	Bi-weekly
				$ 7,316.81	$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,681.88	$ 8,898.93	$ 9,121.40	$ 9,349.44	$ 9,583.17	$ 9,822.75	$ 10,068.32	$ 10,320.03	$ 10,578.03	Monthly
				$ 87,801.77	$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 104,182.56	$ 106,787.13	$ 109,456.81	$ 112,193.23	$ 114,998.06	$ 117,873.01	$ 120,819.83	$ 123,840.33	$ 126,936.34	Annually
227	Community Services Manager	Exempt	Management	$ 44.32	$ 46.54	$ 48.87	$ 51.31	$ 52.59	$ 53.91	$ 55.25	$ 56.64	$ 58.05	$ 59.50	$ 60.99	$ 62.52	$ 64.08	Hourly
	Human Resources Administrator II	Exempt	Management	$ 3,545.84	$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,207.37	$ 4,312.56	$ 4,420.37	$ 4,530.88	$ 4,644.15	$ 4,760.26	$ 4,879.26	$ 5,001.24	$ 5,126.28	Bi-weekly
				$ 7,682.65	$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,115.97	$ 9,343.87	$ 9,577.47	$ 9,816.91	$ 10,062.33	$ 10,313.89	$ 10,571.74	$ 10,836.03	$ 11,106.93	Monthly
				$ 92,191.86	$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 109,391.69	$ 112,126.48	$ 114,929.65	$ 117,802.89	$ 120,747.96	$ 123,766.66	$ 126,860.82	$ 130,032.34	$ 133,283.15	Annually
228				$ 46.54	$ 48.87	$ 51.31	$ 53.87	$ 55.22	$ 56.60	$ 58.02	$ 59.47	$ 60.95	$ 62.48	$ 64.04	$ 65.64	$ 67.28	Hourly
				$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,417.74	$ 4,528.18	$ 4,641.39	$ 4,757.42	$ 4,876.36	$ 4,998.27	$ 5,123.23	$ 5,251.31	$ 5,382.59	Bi-weekly
				$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,571.77	$ 9,811.07	$ 10,056.34	$ 10,307.75	$ 10,565.45	$ 10,829.58	$ 11,100.32	$ 11,377.83	$ 11,662.28	Monthly
				$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 114,861.28	$ 117,732.81	$ 120,676.13	$ 123,693.03	$ 126,785.36	$ 129,954.99	$ 133,203.87	$ 136,533.96	$ 139,947.31	Annually
229	Chief Building Official	Exempt	Management	$ 48.87	$ 51.31	$ 53.87	$ 56.57	$ 57.98	$ 59.43	$ 60.92	$ 62.44	$ 64.00	$ 65.60	$ 67.24	$ 68.92	$ 70.65	Hourly
	Principal Engineer	Exempt	Management	$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,638.63	$ 4,754.59	$ 4,873.46	$ 4,995.30	$ 5,120.18	$ 5,248.18	$ 5,379.39	$ 5,513.87	$ 5,651.72	Bi-weekly
	Finance Manager	Exempt	Management	$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,050.36	$ 10,301.62	$ 10,559.16	$ 10,823.14	$ 11,093.72	$ 11,371.06	$ 11,655.34	$ 11,946.72	$ 12,245.39	Monthly
	Human Resources & Risk Manager	Exempt	Management	$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 120,604.34	$ 123,619.45	$ 126,709.93	$ 129,877.68	$ 133,124.62	$ 136,452.74	$ 139,864.06	$ 143,360.66	$ 146,944.68	Annually
230				$ 51.31	$ 53.87	$ 56.57	$ 59.40	$ 60.88	$ 62.40	$ 63.96	$ 65.56	$ 67.20	$ 68.88	$ 70.60	$ 72.37	$ 74.18	Hourly
				$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,751.77	$ 4,870.56	$ 4,992.32	$ 5,117.13	$ 5,245.06	$ 5,376.19	$ 5,510.59	$ 5,648.36	$ 5,789.57	$ 5,934.30	Bi-weekly
				$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,295.49	$ 10,552.88	$ 10,816.70	$ 11,087.12	$ 11,364.30	$ 11,648.40	$ 11,939.61	$ 12,238.11	$ 12,544.06	$ 12,857.66	Monthly
				$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 123,545.91	$ 126,634.56	$ 129,800.42	$ 133,045.43	$ 136,371.57	$ 139,780.86	$ 143,275.38	$ 146,857.26	$ 150,528.69	$ 154,291.91	Annually
231				$ 53.87	$ 56.57	$ 59.40	$ 62.37	$ 63.93	$ 65.52	$ 67.16	$ 68.84	$ 70.56	$ 72.33	$ 74.13	$ 75.99	$ 77.89	Hourly
				$ 4,309.99	$ 4,525.49	$ 4,751.77	$ 4,989.35	$ 5,114.09	$ 5,241.94	$ 5,372.99	$ 5,507.31	$ 5,645.00	$ 5,786.12	$ 5,930.77	$ 6,079.04	$ 6,231.02	Bi-weekly
				$ 9,338.32	$ 9,805.23	$ 10,295.49	$ 10,810.27	$ 11,080.52	$ 11,357.54	$ 11,641.48	$ 11,932.51	$ 12,230.82	$ 12,536.60	$ 12,850.01	$ 13,171.26	$ 13,500.54	Monthly
				$ 112,059.78	$ 117,662.77	$ 123,545.91	$ 129,723.20	$ 132,966.28	$ 136,290.44	$ 139,697.70	$ 143,190.14	$ 146,769.90	$ 150,439.15	$ 154,200.12	$ 158,055.13	$ 162,006.51	Annually
232	Principal Engineer/City Engineer	Exempt	Management	$ 56.57	$ 59.40	$ 62.37	$ 65.49	$ 67.12	$ 68.80	$ 70.52	$ 72.28	$ 74.09	$ 75.94	$ 77.84	$ 79.79	$ 81.78	Hourly
				$ 4,525.49	$ 4,751.77	$ 4,989.35	$ 5,238.82	$ 5,369.79	$ 5,504.04	$ 5,641.64	$ 5,782.68	$ 5,927.25	$ 6,075.43	$ 6,227.31	$ 6,383.00	$ 6,542.57	Bi-weekly
				$ 9,805.23	$ 10,295.49	$ 10,810.27	$ 11,350.78	$ 11,634.55	$ 11,925.41	$ 12,223.55	$ 12,529.14	$ 12,842.37	$ 13,163.43	$ 13,492.51	$ 13,829.82	$ 14,175.57	Monthly
				$ 117,662.77	$ 123,545.91	$ 129,723.20	$ 136,209.36	$ 139,614.60	$ 143,104.96	$ 146,682.59	$ 150,349.65	$ 154,108.39	$ 157,961.10	$ 161,910.13	$ 165,957.88	$ 170,106.83	Annually
233				$ 59.40	$ 62.37	$ 65.49	$ 68.76	$ 70.48	$ 72.24	$ 74.05	$ 75.90	$ 77.80	$ 79.74	$ 81.73	$ 83.78	$ 85.87	Hourly
				$ 4,751.77	$ 4,989.35	$ 5,238.82	$ 5,500.76	$ 5,638.28	$ 5,779.24	$ 5,923.72	$ 6,071.81	$ 6,223.61	$ 6,379.20	$ 6,538.68	$ 6,702.15	$ 6,869.70	Bi-weekly
				$ 10,295.49	$ 10,810.27	$ 11,350.78	$ 11,918.32	$ 12,216.28	$ 12,521.68	$ 12,834.73	$ 13,155.59	$ 13,484.48	$ 13,821.60	$ 14,167.14	$ 14,521.31	$ 14,884.35	Monthly
				$ 123,545.91	$ 129,723.20	$ 136,209.36	$ 143,019.83	$ 146,595.33	$ 150,260.21	$ 154,016.72	$ 157,867.13	$ 161,813.81	$ 165,859.16	$ 170,005.64	$ 174,255.78	$ 178,612.17	Annually
234				$ 62.37	$ 65.49	$ 68.76	$ 72.20	$ 74.00	$ 75.85	$ 77.75	$ 79.69	$ 81.68	$ 83.73	$ 85.82	$ 87.97	$ 90.16	Hourly
				$ 4,989.35	$ 5,238.82	$ 5,500.76	$ 5,775.80	$ 5,920.20	$ 6,068.20	$ 6,219.91	$ 6,375.40	$ 6,534.79	$ 6,698.16	$ 6,865.61	$ 7,037.25	$ 7,213.18	Bi-weekly
				$ 10,810.27	$ 11,350.78	$ 11,918.32	$ 12,514.24	$ 12,827.09	$ 13,147.77	$ 13,476.46	$ 13,813.37	$ 14,158.71	$ 14,512.68	$ 14,875.49	$ 15,247.38	$ 15,628.57	Monthly
				$ 129,723.20	$ 136,209.36	$ 143,019.83	$ 150,170.82	$ 153,925.09	$ 157,773.22	$ 161,717.55	$ 165,760.49	$ 169,904.50	$ 174,152.12	$ 178,505.92	$ 182,968.57	$ 187,542.78	Annually
235				$ 65.49	$ 68.76	$ 72.20	$ 75.81	$ 77.70	$ 79.65	$ 81.64	$ 83.68	$ 85.77	$ 87.91	$ 90.11	$ 92.36	$ 94.67	Hourly
				$ 5,238.82	$ 5,500.76	$ 5,775.80	$ 6,064.59	$ 6,216.21	$ 6,371.61	$ 6,530.90	$ 6,694.17	$ 6,861.53	$ 7,033.07	$ 7,208.89	$ 7,389.12	$ 7,573.84	Bi-weekly
				$ 11,350.78	$ 11,918.32	$ 12,514.24	$ 13,139.95	$ 13,468.45	$ 13,805.16	$ 14,150.29	$ 14,504.04	$ 14,866.64	$ 15,238.31	$ 15,619.27	$ 16,009.75	$ 16,409.99	Monthly
				$ 136,209.36	$ 143,019.83	$ 150,170.82	$ 157,679.37	$ 161,621.35	$ 165,661.88	$ 169,803.43	$ 174,048.52	$ 178,399.73	$ 182,859.72	$ 187,431.22	$ 192,117.00	$ 196,919.92	Annually
328				$ 46.54	$ 48.87	$ 51.31	$ 53.84	$ 55.18	$ 56.56	$ 57.98	$ 59.43	$ 60.91	$ 62.43	$ 63.99	$ 65.59	$ 67.23	Hourly
				$ 3,723.13	$ 3,909.29	$ 4,104.75	$ 4,306.92	$ 4,414.59	$ 4,524.95	$ 4,638.08	$ 4,754.03	$ 4,872.88	$ 4,994.70	$ 5,119.57	$ 5,247.56	$ 5,378.75	Bi-weekly
				$ 8,066.79	$ 8,470.13	$ 8,893.63	$ 9,331.65	$ 9,564.94	$ 9,804.06	$ 10,049.17	$ 10,300.40	$ 10,557.91	$ 10,821.85	$ 11,092.40	$ 11,369.71	$ 11,653.95	Monthly
				$ 96,801.45	$ 101,641.52	$ 106,723.60	$ 111,979.80	$ 114,779.29	$ 117,648.77	$ 120,589.99	$ 123,604.74	$ 126,694.86	$ 129,862.23	$ 133,108.79	$ 136,436.51	$ 139,847.42	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
329				$ 48.87	$ 51.31	$ 53.87	$ 56.53	$ 57.94	$ 59.39	$ 60.87	$ 62.40	$ 63.96	$ 65.56	$ 67.19	$ 68.87	$ 70.60	Hourly
				$ 3,909.29	$ 4,104.75	$ 4,309.99	$ 4,522.26	$ 4,635.32	$ 4,751.20	$ 4,869.98	$ 4,991.73	$ 5,116.52	$ 5,244.44	$ 5,375.55	$ 5,509.94	$ 5,647.68	Bi-weekly
				$ 8,470.13	$ 8,893.63	$ 9,338.32	$ 9,798.23	$ 10,043.19	$ 10,294.27	$ 10,551.62	$ 10,815.41	$ 11,085.80	$ 11,362.95	$ 11,647.02	$ 11,938.19	$ 12,236.65	Monthly
				$ 101,641.52	$ 106,723.60	$ 112,059.78	$ 117,578.79	$ 120,518.25	$ 123,531.21	$ 126,619.49	$ 129,784.98	$ 133,029.60	$ 136,355.34	$ 139,764.23	$ 143,258.33	$ 146,839.79	Annually
330	City Clerk	Exempt	Executive	$ 51.31	$ 53.87	$ 56.57	$ 59.35	$ 60.84	$ 62.36	$ 63.92	$ 65.52	$ 67.15	$ 68.83	$ 70.55	$ 72.32	$ 74.13	Hourly
	Assistant to the City Manager	Exempt	Executive	$ 4,104.75	$ 4,309.99	$ 4,525.49	$ 4,748.37	$ 4,867.08	$ 4,988.76	$ 5,113.48	$ 5,241.32	$ 5,372.35	$ 5,506.66	$ 5,644.32	$ 5,785.43	$ 5,930.07	Bi-weekly
				$ 8,893.63	$ 9,338.32	$ 9,805.23	$ 10,288.14	$ 10,545.35	$ 10,808.98	$ 11,079.21	$ 11,356.19	$ 11,640.09	$ 11,931.09	$ 12,229.37	$ 12,535.10	$ 12,848.48	Monthly
				$ 106,723.60	$ 112,059.78	$ 117,662.77	$ 123,457.72	$ 126,544.17	$ 129,707.77	$ 132,950.47	$ 136,274.23	$ 139,681.08	$ 143,173.11	$ 146,752.44	$ 150,421.25	$ 154,181.78	Annually
331				$ 53.84	$ 56.53	$ 59.35	$ 62.32	$ 63.88	$ 65.48	$ 67.11	$ 68.79	$ 70.51	$ 72.27	$ 74.08	$ 75.93	$ 77.83	Hourly
				$ 4,306.92	$ 4,522.26	$ 4,748.37	$ 4,985.79	$ 5,110.44	$ 5,238.20	$ 5,369.15	$ 5,503.38	$ 5,640.97	$ 5,781.99	$ 5,926.54	$ 6,074.70	$ 6,226.57	Bi-weekly
				$ 9,331.65	$ 9,798.23	$ 10,288.14	$ 10,802.55	$ 11,072.61	$ 11,349.43	$ 11,633.17	$ 11,923.99	$ 12,222.09	$ 12,527.65	$ 12,840.84	$ 13,161.86	$ 13,490.91	Monthly
				$ 111,979.80	$ 117,578.79	$ 123,457.72	$ 129,630.61	$ 132,871.38	$ 136,193.16	$ 139,597.99	$ 143,087.94	$ 146,665.14	$ 150,331.77	$ 154,090.06	$ 157,942.31	$ 161,890.87	Annually
332				$ 56.53	$ 59.35	$ 62.32	$ 65.44	$ 67.07	$ 68.75	$ 70.47	$ 72.23	$ 74.04	$ 75.89	$ 77.79	$ 79.73	$ 81.72	Hourly
				$ 4,522.26	$ 4,748.37	$ 4,985.79	$ 5,235.08	$ 5,365.96	$ 5,500.11	$ 5,637.61	$ 5,778.55	$ 5,923.02	$ 6,071.09	$ 6,222.87	$ 6,378.44	$ 6,537.90	Bi-weekly
				$ 9,798.23	$ 10,288.14	$ 10,802.55	$ 11,342.68	$ 11,626.25	$ 11,916.90	$ 12,214.82	$ 12,520.19	$ 12,833.20	$ 13,154.03	$ 13,482.88	$ 13,819.95	$ 14,165.45	Monthly
				$ 117,578.79	$ 123,457.72	$ 129,630.61	$ 136,112.14	$ 139,514.94	$ 143,002.82	$ 146,577.89	$ 150,242.34	$ 153,998.39	$ 157,848.35	$ 161,794.56	$ 165,839.43	$ 169,985.41	Annually
333				$ 59.35	$ 62.32	$ 65.44	$ 68.71	$ 70.43	$ 72.19	$ 73.99	$ 75.84	$ 77.74	$ 79.68	$ 81.68	$ 83.72	$ 85.81	Hourly
				$ 4,748.37	$ 4,985.79	$ 5,235.08	$ 5,496.84	$ 5,634.26	$ 5,775.11	$ 5,919.49	$ 6,067.48	$ 6,219.17	$ 6,374.65	$ 6,534.01	$ 6,697.36	$ 6,864.80	Bi-weekly
				$ 10,288.14	$ 10,802.55	$ 11,342.68	$ 11,909.81	$ 12,207.56	$ 12,512.75	$ 12,825.57	$ 13,146.20	$ 13,474.86	$ 13,811.73	$ 14,157.02	$ 14,510.95	$ 14,873.72	Monthly
				$ 123,457.72	$ 129,630.61	$ 136,112.14	$ 142,917.75	$ 146,490.69	$ 150,152.96	$ 153,906.78	$ 157,754.45	$ 161,698.31	$ 165,740.77	$ 169,884.29	$ 174,131.40	$ 178,484.68	Annually
334	Economic Development Director	Exempt	Executive	$ 62.32	$ 65.44	$ 68.71	$ 72.15	$ 73.95	$ 75.80	$ 77.69	$ 79.64	$ 81.63	$ 83.67	$ 85.76	$ 87.90	$ 90.10	Hourly
	Public Works Director	Exempt	Executive	$ 4,985.79	$ 5,235.08	$ 5,496.84	$ 5,771.68	$ 5,915.97	$ 6,063.87	$ 6,215.47	$ 6,370.85	$ 6,530.12	$ 6,693.38	$ 6,860.71	$ 7,032.23	$ 7,208.04	Bi-weekly
				$ 10,802.55	$ 11,342.68	$ 11,909.81	$ 12,505.30	$ 12,817.94	$ 13,138.38	$ 13,466.84	$ 13,803.51	$ 14,148.60	$ 14,502.32	$ 14,864.88	$ 15,236.50	$ 15,617.41	Monthly
				$ 129,630.61	$ 136,112.14	$ 142,917.75	$ 150,063.64	$ 153,815.23	$ 157,660.61	$ 161,602.12	$ 165,642.18	$ 169,783.23	$ 174,027.81	$ 178,378.51	$ 182,837.97	$ 187,408.92	Annually
335				$ 65.44	$ 68.71	$ 72.15	$ 75.75	$ 77.65	$ 79.59	$ 81.58	$ 83.62	$ 85.71	$ 87.85	$ 90.05	$ 92.30	$ 94.61	Hourly
				$ 5,235.08	$ 5,496.84	$ 5,771.68	$ 6,060.26	$ 6,211.77	$ 6,367.06	$ 6,526.24	$ 6,689.40	$ 6,856.63	$ 7,028.05	$ 7,203.75	$ 7,383.84	$ 7,568.44	Bi-weekly
				$ 11,342.68	$ 11,909.81	$ 12,505.30	$ 13,130.57	$ 13,458.83	$ 13,795.30	$ 14,140.19	$ 14,493.69	$ 14,856.03	$ 15,227.43	$ 15,608.12	$ 15,998.32	$ 16,398.28	Monthly
				$ 136,112.14	$ 142,917.75	$ 150,063.64	$ 157,566.82	$ 161,505.99	$ 165,543.64	$ 169,682.23	$ 173,924.28	$ 178,272.39	$ 182,729.20	$ 187,297.43	$ 191,979.87	$ 196,779.36	Annually
336	Community Services Director	Exempt	Executive	$ 68.76	$ 72.20	$ 75.81	$ 79.60	$ 81.59	$ 83.63	$ 85.72	$ 87.86	$ 90.06	$ 92.31	$ 94.62	$ 96.98	$ 99.41	Hourly
				$ 5,500.76	$ 5,775.80	$ 6,064.59	$ 6,367.82	$ 6,527.02	$ 6,690.19	$ 6,857.45	$ 7,028.88	$ 7,204.60	$ 7,384.72	$ 7,569.34	$ 7,758.57	$ 7,952.54	Bi-weekly
				$ 11,918.32	$ 12,514.24	$ 13,139.95	$ 13,796.94	$ 14,141.87	$ 14,495.41	$ 14,857.80	$ 15,229.25	$ 15,609.98	$ 16,000.23	$ 16,400.23	$ 16,810.24	$ 17,230.49	Monthly
				$ 143,019.83	$ 150,170.82	$ 157,679.37	$ 165,563.33	$ 169,702.42	$ 173,944.98	$ 178,293.60	$ 182,750.94	$ 187,319.72	$ 192,002.71	$ 196,802.78	$ 201,722.85	$ 206,765.92	Annually
337	Administrative Services Director	Exempt	Executive	$ 72.20	$ 75.81	$ 79.60	$ 83.58	$ 85.67	$ 87.81	$ 90.00	$ 92.25	$ 94.56	$ 96.92	$ 99.35	$ 101.83	$ 104.38	Hourly
	Community Development Director	Exempt	Executive	$ 5,775.80	$ 6,064.59	$ 6,367.82	$ 6,686.21	$ 6,853.37	$ 7,024.70	$ 7,200.32	$ 7,380.33	$ 7,564.83	$ 7,753.96	$ 7,947.80	$ 8,146.50	$ 8,350.16	Bi-weekly
	Public Works Director/City Engineer	Exempt	Executive	$ 12,514.24	$ 13,139.95	$ 13,796.94	$ 14,486.79	$ 14,848.96	$ 15,220.19	$ 15,600.69	$ 15,990.71	$ 16,390.48	$ 16,800.24	$ 17,220.24	$ 17,650.75	$ 18,092.02	Monthly
				$ 150,170.82	$ 157,679.37	$ 165,563.33	$ 173,841.50	$ 178,187.54	$ 182,642.23	$ 187,208.28	$ 191,888.49	$ 196,685.70	$ 201,602.84	$ 206,642.91	$ 211,808.99	$ 217,104.21	Annually
338	Deputy City Manager	Exempt	Executive	$ 75.81	$ 79.60	$ 83.58	$ 87.76	$ 89.95	$ 92.20	$ 94.50	$ 96.87	$ 99.29	$ 101.77	$ 104.31	$ 106.92	$ 109.60	Hourly
				$ 6,064.59	$ 6,367.82	$ 6,686.21	$ 7,020.52	$ 7,196.04	$ 7,375.94	$ 7,560.33	$ 7,749.34	$ 7,943.08	$ 8,141.65	$ 8,345.19	$ 8,553.82	$ 8,767.67	Bi-weekly
				$ 13,139.95	$ 13,796.94	$ 14,486.79	$ 15,211.13	$ 15,591.41	$ 15,981.19	$ 16,380.72	$ 16,790.24	$ 17,210.00	$ 17,640.25	$ 18,081.26	$ 18,533.29	$ 18,996.62	Monthly
				$ 157,679.37	$ 165,563.33	$ 173,841.50	$ 182,533.58	$ 187,096.91	$ 191,774.34	$ 196,568.70	$ 201,482.91	$ 206,519.99	$ 211,682.99	$ 216,975.06	$ 222,399.44	$ 227,959.42	Annually
339	Assistant City Manager	Exempt	Executive	$ 79.60	$ 83.58	$ 87.76	$ 92.14	$ 94.45	$ 96.81	$ 99.23	$ 101.71	$ 104.25	$ 106.86	$ 109.53	$ 112.27	$ 115.08	Hourly
				$ 6,367.82	$ 6,686.21	$ 7,020.52	$ 7,371.55	$ 7,555.84	$ 7,744.73	$ 7,938.35	$ 8,136.81	$ 8,340.23	$ 8,548.74	$ 8,762.45	$ 8,981.52	$ 9,206.05	Bi-weekly
				$ 13,796.94	$ 14,486.79	$ 15,211.13	$ 15,971.69	$ 16,370.98	$ 16,780.25	$ 17,199.76	$ 17,629.75	$ 18,070.50	$ 18,522.26	$ 18,985.32	$ 19,459.95	$ 19,946.45	Monthly
				$ 165,563.33	$ 173,841.50	$ 182,533.58	$ 191,660.25	$ 196,451.76	$ 201,363.05	$ 206,397.13	$ 211,557.06	$ 216,845.99	$ 222,267.14	$ 227,823.81	$ 233,519.41	$ 239,357.39	Annually
340				$ 83.58	$ 87.76	$ 92.14	$ 96.75	$ 99.17	$ 101.65	$ 104.19	$ 106.80	$ 109.47	$ 112.20	$ 115.01	$ 117.88	$ 120.83	Hourly
				$ 6,686.21	$ 7,020.52	$ 7,371.55	$ 7,740.13	$ 7,933.63	$ 8,131.97	$ 8,335.27	$ 8,543.65	$ 8,757.24	$ 8,976.17	$ 9,200.58	$ 9,430.59	$ 9,666.36	Bi-weekly
				$ 14,486.79	$ 15,211.13	$ 15,971.69	$ 16,770.27	$ 17,189.53	$ 17,619.27	$ 18,059.75	$ 18,511.24	$ 18,974.02	$ 19,448.37	$ 19,934.58	$ 20,432.95	$ 20,943.77	Monthly
				$ 173,841.50	$ 182,533.58	$ 191,660.25	$ 201,243.27	$ 206,274.35	$ 211,431.21	$ 216,716.99	$ 222,134.91	$ 227,688.28	$ 233,380.49	$ 239,215.00	$ 245,195.38	$ 251,325.26	Annually

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
341				$ 87.76	$ 92.14	$ 96.75	$ 101.59	$ 104.13	$ 106.73	$ 109.40	$ 112.14	$ 114.94	$ 117.81	$ 120.76	$ 123.78	$ 126.87	Hourly
				$ 7,020.52	$ 7,371.55	$ 7,740.13	$ 8,127.13	$ 8,330.31	$ 8,538.57	$ 8,752.03	$ 8,970.83	$ 9,195.10	$ 9,424.98	$ 9,660.61	$ 9,902.12	$ 10,149.67	Bi-weekly
				$ 15,211.13	$ 15,971.69	$ 16,770.27	$ 17,608.79	$ 18,049.01	$ 18,500.23	$ 18,962.74	$ 19,436.80	$ 19,922.72	$ 20,420.79	$ 20,931.31	$ 21,454.60	$ 21,990.96	Monthly
				$ 182,533.58	$ 191,660.25	$ 201,243.27	$ 211,305.43	$ 216,588.07	$ 222,002.77	$ 227,552.84	$ 233,241.66	$ 239,072.70	$ 245,049.52	$ 251,175.75	$ 257,455.15	$ 263,891.53	Annually
342				$ 92.14	$ 96.75	$ 101.59	$ 106.67	$ 109.34	$ 112.07	$ 114.87	$ 117.74	$ 120.69	$ 123.70	$ 126.80	$ 129.97	$ 133.21	Hourly
				$ 7,371.55	$ 7,740.13	$ 8,127.13	$ 8,533.49	$ 8,746.83	$ 8,965.50	$ 9,189.63	$ 9,419.37	$ 9,654.86	$ 9,896.23	$ 10,143.64	$ 10,397.23	$ 10,657.16	Bi-weekly
				$ 15,971.69	$ 16,770.27	$ 17,608.79	$ 18,489.23	$ 18,951.46	$ 19,425.24	$ 19,910.87	$ 20,408.65	$ 20,918.86	$ 21,441.83	$ 21,977.88	$ 22,527.33	$ 23,090.51	Monthly
				$ 191,660.25	$ 201,243.27	$ 211,305.43	$ 221,870.70	$ 227,417.47	$ 233,102.91	$ 238,930.48	$ 244,903.74	$ 251,026.33	$ 257,301.99	$ 263,734.54	$ 270,327.91	$ 277,086.10	Annually
343				$ 96.75	$ 101.59	$ 106.67	$ 112.00	$ 114.80	$ 117.67	$ 120.61	$ 123.63	$ 126.72	$ 129.89	$ 133.14	$ 136.46	$ 139.88	Hourly
				$ 7,740.13	$ 8,127.13	$ 8,533.49	$ 8,960.16	$ 9,184.17	$ 9,413.77	$ 9,649.12	$ 9,890.34	$ 10,137.60	$ 10,391.04	$ 10,650.82	$ 10,917.09	$ 11,190.02	Bi-weekly
				$ 16,770.27	$ 17,608.79	$ 18,489.23	$ 19,413.69	$ 19,899.03	$ 20,396.50	$ 20,906.42	$ 21,429.08	$ 21,964.80	$ 22,513.92	$ 23,076.77	$ 23,653.69	$ 24,245.03	Monthly
				$ 201,243.27	$ 211,305.43	$ 221,870.70	$ 232,964.24	$ 238,788.34	$ 244,758.05	$ 250,877.00	$ 257,148.93	$ 263,577.65	$ 270,167.09	$ 276,921.27	$ 283,844.30	$ 290,940.41	Annually
344				$ 101.59	$ 106.67	$ 112.00	$ 117.60	$ 120.54	$ 123.56	$ 126.64	$ 129.81	$ 133.06	$ 136.38	$ 139.79	$ 143.29	$ 146.87	Hourly
				$ 8,127.13	$ 8,533.49	$ 8,960.16	$ 9,408.17	$ 9,643.38	$ 9,884.46	$ 10,131.57	$ 10,384.86	$ 10,644.48	$ 10,910.59	$ 11,183.36	$ 11,462.94	$ 11,749.52	Bi-weekly
				$ 17,608.79	$ 18,489.23	$ 19,413.69	$ 20,384.37	$ 20,893.98	$ 21,416.33	$ 21,951.74	$ 22,500.53	$ 23,063.04	$ 23,639.62	$ 24,230.61	$ 24,836.38	$ 25,457.29	Monthly
				$ 211,305.43	$ 221,870.70	$ 232,964.24	$ 244,612.45	$ 250,727.76	$ 256,995.95	$ 263,420.85	$ 270,006.37	$ 276,756.53	$ 283,675.45	$ 290,767.33	$ 298,036.52	$ 305,487.43	Annually
345				$ 106.67	$ 112.00	$ 117.60	$ 123.48	$ 126.57	$ 129.73	$ 132.98	$ 136.30	$ 139.71	$ 143.20	$ 146.78	$ 150.45	$ 154.21	Hourly
				$ 8,533.49	$ 8,960.16	$ 9,408.17	$ 9,878.58	$ 10,125.54	$ 10,378.68	$ 10,638.15	$ 10,904.10	$ 11,176.71	$ 11,456.12	$ 11,742.53	$ 12,036.09	$ 12,336.99	Bi-weekly
				$ 18,489.23	$ 19,413.69	$ 20,384.37	$ 21,403.59	$ 21,938.68	$ 22,487.15	$ 23,049.32	$ 23,625.56	$ 24,216.20	$ 24,821.60	$ 25,442.14	$ 26,078.20	$ 26,730.15	Monthly
				$ 221,870.70	$ 232,964.24	$ 244,612.45	$ 256,843.07	$ 263,264.15	$ 269,845.75	$ 276,591.90	$ 283,506.69	$ 290,594.36	$ 297,859.22	$ 305,305.70	$ 312,938.34	$ 320,761.80	Annually
346				$ 112.00	$ 117.60	$ 123.48	$ 129.66	$ 132.90	$ 136.22	$ 139.63	$ 143.12	$ 146.69	$ 150.36	$ 154.12	$ 157.97	$ 161.92	Hourly
				$ 8,960.16	$ 9,408.17	$ 9,878.58	$ 10,372.51	$ 10,631.82	$ 10,897.62	$ 11,170.06	$ 11,449.31	$ 11,735.54	$ 12,028.93	$ 12,329.65	$ 12,637.89	$ 12,953.84	Bi-weekly
				$ 19,413.69	$ 20,384.37	$ 21,403.59	$ 22,473.77	$ 23,035.61	$ 23,611.50	$ 24,201.79	$ 24,806.84	$ 25,427.01	$ 26,062.68	$ 26,714.25	$ 27,382.10	$ 28,066.66	Monthly
				$ 232,964.24	$ 244,612.45	$ 256,843.07	$ 269,685.22	$ 276,427.36	$ 283,338.04	$ 290,421.49	$ 297,682.03	$ 305,124.08	$ 312,752.18	$ 320,570.98	$ 328,585.26	$ 336,799.89	Annually
347				$ 117.60	$ 123.48	$ 129.66	$ 136.14	$ 139.54	$ 143.03	$ 146.61	$ 150.27	$ 154.03	$ 157.88	$ 161.83	$ 165.87	$ 170.02	Hourly
				$ 9,408.17	$ 9,878.58	$ 10,372.51	$ 10,891.13	$ 11,163.41	$ 11,442.50	$ 11,728.56	$ 12,021.77	$ 12,322.32	$ 12,630.38	$ 12,946.14	$ 13,269.79	$ 13,601.53	Bi-weekly
				$ 20,384.37	$ 21,403.59	$ 22,473.77	$ 23,597.46	$ 24,187.39	$ 24,792.08	$ 25,411.88	$ 26,047.18	$ 26,698.36	$ 27,365.82	$ 28,049.96	$ 28,751.21	$ 29,469.99	Monthly
				$ 244,612.45	$ 256,843.07	$ 269,685.22	$ 283,169.49	$ 290,248.72	$ 297,504.94	$ 304,942.56	$ 312,566.13	$ 320,380.28	$ 328,389.79	$ 336,599.53	$ 345,014.52	$ 353,639.89	Annually
401	City Manager	Exempt	Executive				$ 123.30	**Contract Position**								$ 123.30	Hourly
							$ 9,864.23									$ 9,864.23	Bi-weekly
							$ 21,372.50									$ 21,372.50	Monthly
							$ 256,470.00									$ 256,470.00	Annually
501	Retired Annuitant - Extra Help	Depends on Position					$ 20.00	**Individuals in this Pay Grade may be placed anywhere between Step A and Step J**								$ 100.00	Hourly

Position Classification Schedule

Effective December 30, 2023

Current Pay Grade	Classification	FLSA Status	Group	Career Family	Date
119	Accountant I	Non-Exempt	General	Finance	2/11/2023
121	Accountant II	Non-Exempt	General	Finance	2/11/2023
112	Accounting Specialist I	Non-Exempt	General	Finance	2/11/2023
114	Accounting Specialist II	Non-Exempt	General	Finance	2/11/2023
110	Administrative Assistant I	Non-Exempt	General	Administration	2/11/2023
113	Administrative Assistant II	Non-Exempt	General	Administration	2/11/2023
337	Administrative Services Director	Exempt	Executive	Administration	2/11/2023
121	Assistant City Clerk	Non-Exempt	General	City Clerk	2/11/2023
339	Assistant City Manager	Exempt	Executive	City Manager	7/1/2023
120	Assistant Engineer	Non-Exempt	General	Public Works	2/11/2023
117	Assistant Planner	Non-Exempt	General	Planning	2/11/2023
330	Assistant to the City Manager	Exempt	Executive	City Manager	7/1/2023
123	Associate Engineer	Non-Exempt	General	Public Works	2/11/2023
122	Associate Planner	Non-Exempt	General	Planning	2/11/2023
224	Building Inspection Supervisor	Exempt	General	Building & Safety	2/11/2023
115	Building Inspector I	Non-Exempt	General	Building & Safety	2/11/2023
117	Building Inspector II	Non-Exempt	General	Building & Safety	2/11/2023
229	Chief Building Official	Exempt	Management	Building & Safety	2/11/2023
330	City Clerk	Exempt	Executive	City Clerk	2/11/2023
401	City Manager	Exempt	Executive	City Manager	2/11/2023
114	Code Enforcement Officer I	Non-Exempt	General	Code Enforcement	2/11/2023
116	Code Enforcement Officer II	Non-Exempt	General	Code Enforcement	2/11/2023
226	Code Enforcement Manager	Exempt	Management	Code Enforcement	2/11/2023
223	Code Enforcement Supervisor	Exempt	General	Code Enforcement	7/1/2023
112	Code Enforcement Technician	Non-Exempt	General	Code Enforcement	2/11/2023
337	Community Development Director	Exempt	Executive	Community Development	2/11/2023
336	Community Services Director	Exempt	Executive	Community Services	2/11/2023
227	Community Services Manager	Exempt	Management	Community Services	2/11/2023
113	Deputy City Clerk I	Non-Exempt	General	City Clerk	2/11/2023
118	Deputy City Clerk II	Non-Exempt	General	City Clerk	2/11/2023
338	Deputy City Manager	Exempt	Executive	City Manager	7/1/2023
111	Development Services Technician I	Non-Exempt	General	Varies	2/11/2023
114	Development Services Technician II	Non-Exempt	General	Varies	2/11/2023
334	Economic Development Director	Exempt	Executive	Economic Development	2/11/2023
115	Engineering Technician I	Non-Exempt	General	Public Works	7/1/2023
117	Engineering Technician II	Non-Exempt	General	Public Works	7/1/2023
118	Executive Assistant	Non-Exempt	General	Administration	7/1/2023
119	Facilities Contract Specialist	Non-Exempt	General	Community Services	12/30/2023
229	Finance Manager	Exempt	Management	Finance	7/1/2023
122	Human Resources Analyst	Non-Exempt	General	Human Resources	7/1/2023
229	Human Resources & Risk Manager	Exempt	Management	Human Resources	7/1/2023
115	Human Resources Technician	Non-Exempt	General	Human Resources	7/1/2023
104	Intern I	Non-Exempt	General	Varies	2/11/2023
108	Intern II	Non-Exempt	General	Varies	2/11/2023
109	Maintenance Worker I	Non-Exempt	General	Maintenance	2/11/2023
111	Maintenance Worker II	Non-Exempt	General	Maintenance	2/11/2023
118	Management Analyst I	Non-Exempt	General	Varies	2/11/2023
121	Management Analyst II	Non-Exempt	General	Varies	2/11/2023
117	Plans Examiner I	Non-Exempt	General	Building	7/1/2023
122	Plans Examiner II	Non-Exempt	General	Building	7/1/2023
229	Principal Engineer	Exempt	Management	Public Works	2/11/2023
232	Principal Engineer/City Engineer	Exempt	Management	Public Works	2/11/2023
334	Public Works Director	Exempt	Executive	Public Works	2/11/2023
337	Public Works Director/City Engineer	Exempt	Executive	Public Works	2/11/2023
115	Public Works Inspector I	Non-Exempt	General	Public Works	2/11/2023
117	Public Works Inspector II	Non-Exempt	General	Public Works	2/11/2023
118	Purchasing & Contracts Coordinator	Non-Exempt	General	Finance	2/13/2021
102	Recreation Leader I	Non-Exempt	General	Community Services	2/11/2023
106	Recreation Leader II	Non-Exempt	General	Community Services	2/11/2023
123	Senior Accountant	Non-Exempt	General	Finance	2/11/2023
121	Senior Building Inspector	Non-Exempt	General	Building & Safety	2/11/2023
118	Senior Code Enforcement Officer	Non-Exempt	General	Code Enforcement	2/11/2023
126	Senior Engineer	Non-Exempt	General	Engineering	7/1/2023
223	Senior Financial Analyst	Exempt	General	Finance	2/11/2023
223	Senior Management Analyst	Exempt	General	Varies	2/11/2023
114	Senior Maintenance Worker	Non-Exempt	General	Maintenance	2/11/2023
124	Senior Planner	Non-Exempt	General	Planning	2/11/2023
501	Retired Annuitant - Extra Help	Non-Exempt	General	Varies	2/11/2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.19
Meeting Date: November 8, 2023

SUBJECT: Holt Ministries Event Partnership Memorandum of Understanding (MOU) for the Elsinore Community Annual Turkey Giveaway

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
1. Authorize the City Manager to sign the MOU with Holt Ministries dependent that the foundation fulfills all requirements;
2. Waive fees associated to the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

SUMMARY:
Holt Ministries in coordination with the Elks Lodge in Wildomar have submitted a Temporary Event Permit to provide families with a frozen turkey and additional food items in preparation for the Thanksgiving holiday. This is a drive through event located at the Elks Lodge.

BACKGROUND:
The City receives and approve several Temporary Event Permits application from businesses, non-profits and community organizations thought each calendar year. The type of event and activities determine which city departments review the applications. These events are permitted in accordance with WMC Chapter 17.256. The applicable fees are in accordance with WMC Chapter 3.44. In December 2022 the City Council approved The Community Event Partnership Policy. The policy states eligibility, criteria, and application process for potential partners. All eligible entities must complete a Temporary Event Packet 60 day prior to event and also provide a post event report to the City within 30 days following the Event.

DISCUSSION:
City staff has received the temporary event permit application pertaining the Elsinore Community Annual Turkey Giveaway. In reviewing the application, the event will facilitate 1,000 families with the Elsinore and Wildomar communities. The event is scheduled for November 18, 2023 from 10am - 2pm. This will be a drive through event where participants

will be directed to start at the back parking lot of St. Frances of Rome from Majonnier Way. From there participants will be directed to drive west on Waite Street and enter the Elks Lodge parking lot. The Elks parking lot will host 14 vehicles where the families will receive their turkey and additional food items. To exit the site, participants will be directed to turn right (north) on Mission Trail.

In speaking with the applicant, Davis Holt, the non-profit main goal is to assist families in need by alleviating some financial hardship felt through the inflated cost of food. Furthermore, the applicate has expressed an interest for a partnership with the city to assist with traffic control measures. After interior discussion by city staff, the community services department is presenting to the city council the suggested actions: (1) authorize the city manager to sign an MOU with the foundation, (2) waive the fees associated with the temporary event permit application processing. If approved, city staff will finalize all the permit process and begin coordination on the traffic control measures.

FISCAL IMPACT:
100-410-4110-52025 Community Promotion for Temporary Event Permit application and processing fee of $661.00 fee waiver.

ACCOUNT CODE:
100-410-4610

ATTACHMENTS:
TEP_Application_Elsinore_Community_Annual_Turkey_Giveaway.pdf
MOU_Holt_Ministries.pdf

CITY OF WILDOMAR
TEMPORARY EVENT APPLICATION & PERMIT PACKET

Conducting a Temporary Event in the City of Wildomar

- Would you like to host a Temporary Event in the City of Wildomar? A successful event depends on good planning. This Temporary Event Packet provides instructions to guide and assist you in the preparation and processing of your Temporary Event Permit.
- The type of event and the kinds of activities you are planning determines which city departments you may need to contact.
- Remember, you may also need other permits from other agencies such as the Riverside County Health Department, Alcohol Beverage Control, or Fire Department.
- Please read the entire Information packet and instructions before you begin completing the application.
- Temporary events are permitted in accordance with the use and operational regulations outlined in Chapter 17.256 of the Wildomar Municipal Code (WMC). An application review and processing fee is required with the application packet in accordance with Chapter 3.44 of the WMC. The following fees were adopted by the City Council on February 13, 2019:
  - Wildomar Resident (private property or city park): $100
  - Non-Profit Organization with Wildomar Address (private property or city park):: $150
  - Wildomar Commercial Business(private property or city park): $200
  - Applicant's from Outside City Limits (private property): $661
  - Applicant's from Outside City Limits (city park): $725
- Temporary events are limited to SIX (6) times per calendar year. Recurring events exceeding this amount requires approval of a conditional use permit by the Planning Commission.
- If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.
- Your application package must include a signature or signed letter from the underlying property owner authorizing the temporary event on the property in question. If the event is held within a multi-tenant commercial center, the application package must also include a signed letter from each business owner that may be affected by the event.
- This application form and all pertinent documents must be submitted in person to the Planning Department at least 60 days prior to the event at:

  23873 Clinton Keith Road, Suite #201
  Monday-Thursday, 8:00 am – 5:00 pm
  Attention: Abdu Lachgar, Associate Planner
- Applications can take up to 60 days to review and process through all city departments and outside agencies for approval so a timely submittal is important.
- Most common questions will be answered as you read through the information. After reading the information packet, if you still have questions, you may call the Planning Department at (951) 677-7751.
- Please print the Temporary Event Permit Packet in its entirety and complete all sections.

City of Wildomar

Temporary Event Application & Permit

1. PERMIT NUMBER

Permit Number:_____ Date of Application: 10/26/2023

2. DESCRIPTION

Name of Event: ELSINORE COMMUNITY ANNUAL TURKEY GIVEAWAY

Date of Event: NOVEMBER 18, 2023 Time of Event: 10:00 AM TO 2:00 PM

Estimated attendance: 1,000

Type of Event:

- ☐ Run / Walk
- ☐ Bicycle Race
- ☐ Parade / March
- ☐ Festival / Fair
- ☐ Block or Neighborhood Party
- ☐ Concert / Performance
- ☐ Farmers Market
- ☐ Circus / Carnival
- ☐ Car Show
- ☒ Other (i.e., craft fair/open air market, etc.)

Detailed Description of the Event:

THE ELSINORE COMMUNITY ANNUAL TURKEY GIVEAWAY IS HOSTED BY HOLT MINISTRIES AND CENTERPOINT CHURCH WITH SPONSORSHIP FROM SEVERAL OTHERS ORGANIZATIONS. WE PROVIDE FAMILIES WITH A TURKEY AND ALL THE FIXINGS TO PREPARE A WONDERFUL THANKSGIVING DINNER IN THE COMFORT OF THEIR HOMES. THIS IS A DRIVE THROUGH EVENT ONLY AND WILL BE PROVIDING 1,000 FAMILIES WITH THIS BLESSING.

Is this a recurring event at the same location? ☒ Yes ☐ No

3. CONTACTS

Name of the Organization Sponsoring the Event: HOLT MINISTRIES

Is the organization a tax exempt, non-profit organization?

☒ Yes ☐ No

If yes, please attach the following:

1. A copy of the organization's 501 (c)3 letter.
2. Letter of authorization from the organization authorizing the representative to apply for the permit on its behalf

Name of Applicant: EVANGELIST DAVIS HOLT JR

Address: 36422 TANSY CT.

City: LAKE ELSINORE **State:** CA **Zip Code:** 92532

Phone: [redacted] **Cell:** MINISTRIES – [redacted]

Email: P: DAVISHOLTJR@YAHOO.COM / B: DHOLTMINISTRIES@GMAIL.COM

The Applicant must be available to answer questions regarding the event and the event application. They must also be available for any planning meetings scheduled prior to the event.

Name of Property Owner: Mechell Hodge

Address: 1 Vista Loreta

City: Lake Elsinore **State:** CA **Zip Code:** 92532

Phone [redacted] **ell:**

Email: god_is_good26@yahoo.com

4. ON SITE CONTACT

Name of On Site Contact: Frank Cerda Jr

Address: 33700 mission Trail

City: Wildomar **State:** CA **Zip Code:** 92595

Phone: [redacted] **Cell:** [redacted]

Email: fACerda@RoadRunner.com

The On Site contact must be available at the event site and in possession of the approved Temporary event permit. The On Site Contact should have with them, the cell phone assigned to the above listed cell phone number during the entire event.

5. LOCATION

Address of Property and Location Description:

Address: 33700 MISSION TRAIL ROAD

City WILDOMAR State: CA.

Zip Code: 92595

6. SITE PLAN

Site Diagram: Please attach a diagram of your event site using 8 ½" x 11" size paper.

The Following shall be included on the site plan:

Name, address and phone number of applicant and owner

Vicinity map

Existing Business(es) on site

Location of pedestrian walkways

Location of vehicular access/exit points, driveways, emergency exits and ADA paths

Identify source of electrical supply (if applicable)

Location of all buildings, parking, generators, tents, canopies, toilets, booths, beer gardens, cooking areas and other temporary structures.

Total Anticipated Attendance: 1,000 Daily Attendance: 1,000

Times: To

Streets Closed: Setup Begins: 7AM

Event Begins: 10AM Event Ends: 2PM

Cleanup Ends: 5PM Streets Open:

7. SECURITY PLAN

As the event applicant or organizer, **YOU** are required to provide a safe and secure environment for the event. This is accomplished by anticipating potential problems and concerns related to the event and the surrounding environment. The event may require the services of Wildomar Police, Private Security, Crossing Guards and or Public Works employees. Private Security Guards must be properly licensed and preapproved.

Have you hired a licensed professional security company to develop and manage your event's security plan?

☐ **Yes** ☒ **No**

If yes, you are required to provide a copy of the company's valid Private Patrol Operators License issued by the State of California and a certificate of insurance naming the City of Wildomar as additionally insured.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

8. TRAFFIC PLAN

Street Closures: Is your event going to restrict the regular flow of traffic on a City Street of sidewalk?

☐**Yes** ☐ **No**

If yes, applicant/organizer must notify residences and businesses affected by the event. Notice shall be given to and approved by the Public Works Department.

What Street(s) will be closed for your event? _____

_____

At what intersections will the above street be closed?_____

_____

Will your event involve the use of traffic safety equipment, (i.e.) barricades, etc.?

☒**Yes** ☐ **No**

Please give details: _____

_____

Is the applicant/organizer requesting the Wildomar Public Works Department to provide the safety equipment?

☐**Yes** ☐ **No**

If this event requires the closure of more than one street between two intersections, please include a detailed map of the event showing all intersections and roadway access points, the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event.

The Riverside Transit Agency (RTA) must be notified if street closures will affect bus routes. Contact RTA's administrative office at 1825 Third St., Riverside, CA, 92501, or call 951/565-5000 and ask to speak to the Chief Operations Officer.

All traffic control devices on all streets and highways open to public travel in California must conform to the California Department of Transportation, Traffic Manual, subject to the provisions of California Vehicle Code.

Parking

It is important that you plan for the safe arrival and departure of event attendees, participants and vendors. As the event organizer, you should develop a parking and / or shuttle plan that is suitable for the environment in which your event will take place. Remember that parking, traffic congestion and environmental pollution are all areas of concern with event. You must include accessible parking and/or access in your event plans.

How many parking are available at the proposed location (site): _____

9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

☐**Yes** ☒ **No**

Will fireworks, explosives or any other pyrotechnic device be used at the event?

☐**Yes** ☒ **No**

Will the event require tents with over 200 square feet of material?

☐**Yes** ☒ **No**

Will the event require tents or canopies with over 400 square feet of material?

☐**Yes** ☒ **No**

Will there be use of cooking or other equipment that emits a flame, heat or spark?

☐**Yes** ☒ **No**

Note: If any of the boxes above are checked yes, a supplemental fire application/fee must be submitted.

10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

☐**Yes** ☒ **No**

Describe the plan to ensure the safe sale or distribution of alcohol at the event: _

_____

_____

_____

If serving or selling alcohol at the event, applicant/organizer must obtain a permit from:

Alcohol Beverage Control
3737 Main Street, Suite 900
Riverside, CA 92501
951.782.4400 / www.abc.ca.gov

A copy of the ABC license approval must be submitted with the application packet.

11. FOOD SERVICE

Will food or beverages be provided or sold at the event?

☒ **Yes** ☐ **No**

Will the event be professionally catered?

☐ **Yes** ☒ **No**

If your event is being catered please provide information on the company.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

Applicant/organizer must contact the Riverside County Department of Environmental Health for a permit if any food or beverages will be sold or distributed. A copy of the Health department permit must be submitted with the application packet.

Department of Environmental Health
38740 Sky Canyon Drive
Murrieta, CA 92563
951.461.0284

12. ANIMALS

Will there be animals present: (I.E. Petting zoo, circus, pony rides, dogs, other)?

☐ **Yes** ☒ **No**

13. MEDICAL PLAN

Have applicant/organizer hired a licensed professional emergency medical service provider to develop and manage the event's medical plan?

☐ **Yes** ☒ **No**

If yes, please provide information on the company on the following page.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

Please describe the medical plan including your communications plan. The plan should include the hours of setup and dismantling of medical aid areas (add a separate sheet if more room is needed)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

☒ **Yes** ☐ **No**

Will the event have live music?

☐ **Yes** ☒ **No**

Will the event have mechanical noise?

☐ **Yes** ☒ **No**

15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

_____

_____

_____

(Male) Number of Toilets: _____ Urinals:_____ ADA:

(Female) Number of Toilets: _____ ADA: _____

(Combined Male/Female) Number of Toilets: _____ ADA: _____

All temporary sanitation facilities placed at the event must be removed on the first business day following the event unless in the pubic right away.

16. CLEAN UP

What provisions have the applicant/organizer made for clean up after the event?

Volunteers to clean up immediate areas around the Elk Lodge building and parking lot. As well as the parklot of the St. Frances of Rome Catholic Church (south back parking lot.

Who is the person responsible for clean up?

Contact Name: Holt Ministries (Melchell Hodge)
Address: 36422 Tansy Ct.
City: Lake Elsinore **State:** CA **Zip Code:** 92532
Phone [redacted] **Cell:** [redacted]
Email: god_is_good26@yahoo.com

* Your organization may be eligible to receive FREE trash and recycling waste boxes. Please contact CR&R Incorporated (West side of I-15) at 800-755-8112 or Waste Management (East side of I-15) at 800-423-9986 for more information.

* Event location and adjacent areas must be returned to "Pre-Event" conditions

17. ADDITIONAL INFORMATION

18. AGREEMENT OF APPLICANT (REQUIRED)

1. Applicant agrees, upon request, to provide a certificate of insurance providing Evidence of General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit AND an additional Insured Endorsement naming the City of Wildomar, its officers, employees and agents' as additional insured. The two documents must be submitted no later than (10) days prior to the event.

☒ Yes ☐ No

2. Applicant agrees, upon request, to submit a security plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participant, spectators, bystanders and passersby. This plan may be reviewed by the Police Department who may require alterations to the plan. Security measures may include, but are not limited to, the hiring of private security or Riverside Police Officers at the applicant's expense.

   ☐ **Yes** ☐ **No**

3. Applicant agrees, upon request, to provide a copy of their "Determination Letter" as issued by *the Internal Revenue Service of the United States, if the application is made on behalf of any* organization representing itself as a "tax-exempt," "non-profit" and/or "charitable."

   ☒ **Yes** ☐ **No**

4. Applicant agrees, upon request, to pay a refundable "Clean-Up Deposit," at least ten (10) days prior to the event as a condition of the issuance of the Temporary Event Permit. Applicant also agrees to pay clean-up costs, in excess of the deposit, incurred by the City as a result of additional clean-up required to return the event location and surrounding area to its pre-event condition.

   ☒ **Yes** ☐ **No**

5. Applicant agrees to notify all residents and businesses that will be affected by the street closure and/or amplified sound. If the event/closure will affect access to more than one business, the applicant must notify the Murrieta/Wildomar Chamber of Commerce.

   ☒ **Yes** ☐ **No**

6. Applicant agrees to supply warning signs and barricades and to situate them in such position that the road closure may be maintained in a safe and orderly manner. Such devices may be rented *from companies listed in the telephone directory under "Traffic Safety Devices."*

   ☒ **Yes** ☐ **No**

Applicant agrees to submit, upon request of the City, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees to submit, upon request of the Planning Department, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Temporary Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Wildomar or any conditions or restrictions imposed upon the permit by the Wildomar Police or Fire Department is cause for revocation of the Temporary Event Permit.

Applicant further agrees the permit may be revoked at any time by any supervisor of the Wildomar Police Department or Planning Department.

Dawn Holth — 10/26/2023

Signature of Applicant — Date

I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property.

Beth Hamm — 10/26/23

Signature of Property Owner — Date

NOTE: A LETTER OF AUTHORIZATION FROM THE PROPERTY OWNER MAY BE ATTACHED IN PLACE OF SIGNATURE ABOVE

19. INSURANCE/ INDEMNIFICATION AGREEMENT (REQUIRED)

If the event will take place on any portion of public right-of-way, City owned property or City sponsored events, the applicant shall provide and maintain general liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury and property damage. If alcoholic beverages are served, liquor liability in the amount of $1,000,000 per occurrence is required. General liability and liquor liability shall be endorsed naming the City, its officers, agents, employees and volunteers as additional insureds. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. Use of the facility may be denied if satisfactory proof of the required insurance is not timely received prior to the event. In consideration of the granting of this Application and Permit for Temporary Event for:

ELSINORE COMMUNITY ANNUAL TURKEY GIVEAWAY
(name of event)

On SATURDAY, NOVEMBER 18, 2023
(date of event)

The HOLT MINISTRIES
(name of organization)

agree(s) to defend, indemnify and hold harmless the City of Wildomar, and the City's employees, officers, managers, agents, council members, and volunteers from any and all losses, damages, claims for damage, liability, lawsuits, judgments, expense and cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Temporary Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Dated: 10/26/2023 Signature: Davis Holt Jr.

Printed Name: DAVIS HOLT JR

Title: CEO/FOUNDER

20. Temporary Event Application Permit Checklist:

Please check off all documents attached:

- ☑ Temporary Event Application Packet
- ☐ Application Fee (per Sec. 3.44 of the WMC)
- ☐ Site Plan/ Traffic Plan
- ☑ Property Owner Signature or Letter of Authorization
- ☐ Letter of Authorization from business owners if located in an existing commercial center (If Applicable)
- ☑ Certificate of Insurance (If Applicable)
- ☐ ABC License (If Applicable)
- ☐ Health Department License (If Applicable)
- ☐ Security Plan (If Applicable)
- ☐ Fire Department Permit (If Applicable)
- ☑ If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.

I certify that all filing requirements have been satisfied for my application. I further understand that an incomplete application cannot be accepted for processing.

☒

Applicant's Signature: Dawn Holt Jr. Date: 10/26/2023

Proposed Traffic Plan

Traffic can proceed East and West on Waite, however there will be a line of cars facing west on Waite starting at the Elks Lodge Entrance Sign. Once the line reach "Mojonnier Way," which is a private road, all vehicles will be directed to the parking lot "Staging /Area #2," which is located on the South side of St. Frances of Rome Catholic Church; and will only be accessible by utilizing "Mojonnier Way."

Once processed in Area #2, vehicles will be directed when to exit Area #2 and will proceed back down "Mojonnier Way" and turn Right on Waite St, heading west towards the Elks Lodge/Area #1. Upon arrival at the Elks Lodge entrance, all vehicles, when directed, will make a right turn into two distribution lines inside the Elks parking Lot/Area #1. Six (6) cars will be served at the same time. After all, six cars have been served, they will exit Area #1 by making a right turn only. Therefore, all vehicles participating in the event will only be making right turns to complete the distribution process.

Right on Waite St from Area #2

Right off Waite St into Elks Parking Lot/Area #1

Right out of Area #1, on to Mission Trail Road

I would like to thank you in advance for your assistance with this important matter. If you have any question regarding this Traffic Plan, please feel free to contact me by phone [redacted] or email: davisholtjr@yahoo.com.

Respectfully Submitted

Davis Holt Jr

DIAGRAM # 1

ST. FRANCES OF ROME CATHOLIC CHURCH
BACK PARKING LOT AREA # 2

RIGHT TURN

ELKS LODGE AREA #1

RIGHT TURN

2 # WARSHIP

DocuSign Envelope ID: 8487C9DF-3A06-4048-9D05-ABAAC6B8F9B9

Attachment A

MEMORANDUM OF UNDERSTANDING

HOLT MINISTRIES

COMMUNITY EVENT PARTNERSHIP

DocuSign Envelope ID: 8487C9DF-3A06-4048-9D05-ABAAC6B8F9B9

MEMORANDUM OF UNDERSTANDING
(HOLT MINISTRIES)

This Memorandum of Understanding ("MOU") is entered into this day of _____, 2023 by and between the City of Wildomar, a California general law city, ("City") and Holt Ministries, a California 501 (c) 3 non-profit. ("Foundation"). City and Foundation may be referred to individual or collectively as a "Party" or the "Parties."

RECITALS

A. Foundation is a nonprofit organization with the goal to encourage people through positive communication and assist the youth, elderly and widows through community involvement.

B. Foundation desires to conduct a Temporary Event on November 18, 2023, that will distribute 1,000 turkeys to the community out of the Wildomar Elks Lodge (Event).

C. City desires to partner in the Event and provide traffic safety assistance to the Foundation to conduct the Event, as the Foundation provides a benefit to the community and the Event assist to improve the quality of life within the community.

D. The purpose and intent of this MOU is to set forth the mutual understanding of the Parties regarding the City's partnership of the Event and hosting assistance to be provided.

OPERATIVE PROVISIONS

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

1.0 PARTNERSHIP AND MARKETING

1.1 City will partner in the Event on November 18, 2023, in the form of benefits described in section 2.1 provided that the Event is held as stated in the Temporary Event Permit. If the Event is not held on November 18, 2023, the City shall incur no obligation to commit the partnership toward a future Event.

2.0 ALLOCATION OF PARTNERSHIP BENEFITS

2.1 The partnership identified in Section 1.1 of this MOU will be in relation to the benefits the City will provide the Foundation per the Community Event Partnership Policy. As stated on page 3 of the policy, a staff liaison will be assigned to Foundation to assist and confirm that all Temporary Event Application requirement are fulfilled. The Foundation will be required to fulfill the permit process, provide the required insurance documents, and any required inspections and reporting. The application review and processing fee associated to the Temporary Event Permit will be waived upon approval by City Council. The city will also facilitate traffic control measures for the Event.

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3.0 PERMITS AND APPROVALS

Foundation shall obtain all necessary permits and approvals from the City and all other agencies with jurisdiction over the Event. Nothing in this MOU shall be construed as altering or waiving the City's permit and approval requirements applicable to the Event.

4.0 GENERAL PROVISIONS

4.1 Either party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event that a legal action is brought challenging this MOU, either Party may terminate this MOU effective immediately by written notice to the other Party.

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

4.3 Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this MOU.

4.4 This MOU shall be administered and executed by the City Manager or his or her designated representative on behalf of City. The City Manager shall have the authority to issue interpretations and to make amendments to this MOU. No amendment to or modification of this MOU shall be valid unless made in writing and approved by Foundation and City.

4.5 The person or persons executing this MOU on behalf of Foundation represents and warrants that he/she/they has/have the authority to so execute this MOU and to bind Foundation to the performance of its obligations hereunder.

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

CITY OF WILDOMAR	HOT MINISTRIES
_____	Davis Holt
Daniel A. York City Manager	By: Davis Holt Its: President
ATTEST:	_____
_____	By: _____
Janet Morales City Clerk	Its: _____

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APPROVED AS TO FORM

_____

Thomas Jex
City Attorney

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: November 8, 2023

SUBJECT: CR&R Wildomar Service Update

SUBMITTED BY: Daniel A York

PREPARED BY: Daniel A York

ACTION:
Receive and File.

SUMMARY:
CR&R will provide a discussion about service transition and SB 1383 compliance for the first year of providing citywide service.

DISCUSSION:
Slide presentation by CR&R

FISCAL IMPACT:
None

ATTACHMENTS:
Wildomar Service Update Nov 8 2023 (FINAL).pptx

City of Wildomar Update

November 8, 2023

CR&R INCORPORATED
environmental services
the face of a greener generation

Agenda

- Service Discussion
  - Labor Update
  - Equipment/Cart Rollout
  - Service Update

- SB 1383 Compliance Update
  - Compliance Update of Acquired Area

Service Challenges

- Labor Update
  - Staffing
    - Driver Turnover down from +40% to less than 25%
    - Workforce is beginning to stabilize
      - Work/Life Balance
      - Moving out of state
      - Aging workforce (retirements)
    - How has this helped?
      - Same drivers on same routes
      - Familiarity = Reduced misses
      - Take pride in their jobs and their trucks
      - Still about 10 drivers short
      - Still looking for trained technicians

Service Challenges

- Equipment Update
  - Increased truck orders for 2024-2025
  - New trucks have numerous defects
  - Deliveries continue to stop and start
  - Truck parts are also in short supply, affecting fleet availability

- New Cart Rollout Complete
  - All new carts have been delivered as of August 2023
  - Over 25,000 carts have been removed and delivered
  - All new carts are SB 1383 compliant

Miss Pick Ups

Wildomar Missed Pick Ups Residential

Year: 2023

Month	Residential	Days	Per Day
January	230	22	10.45
February	168	20	8.40
March	223	23	9.70
April	318	20	15.90
May	249	23	10.83
June	178	22	8.09
Six Months:	1366	130	10.51

Wildomar Missed Pick Ups Residential

Year: 2023

Month	Residential	Days	Per day
July	177	21	8.43
August	96	23	4.17
September	89	21	4.24
October			0.00
November			0.00
December			0.00
Six Months:	362	65	5.57

Average MPU Down 47%

Miss Pick Ups

Wildomar Missed Pick Ups Commercial

Year:2023

Month	Commercial	Days	Per Day
January	19	24	0.79
February	45	22	2.05
March	74	25	2.96
April	29	22	1.32
May	31	25	1.24
June	24	24	1.00
Six Months:	222	142	1.56

Wildomar Missed Pick Ups Commercial

Year:2023

Month	Commercial	Days	Per day
July	41	23	1.78
August	17	25	0.68
September	28	23	1.22
October			0.00
November			0.00
December			0.00
Six Months:	86	71	1.21

Average MPU Down 22%

SB 1383 Compliance Update

- West side of freeway is fully compliant.
- East side of freeway is currently being worked on in order to bring them up to full compliance:
- Outreach completed to all commercial and Multi-family customers
  - Non-Compliant Commercial Recycling
    - Down from 22.9% to 1.19%
  - Non-Compliant Commercial Organics
    - Down from 30.36% to 3.57%
- Expect full compliance by Q4 2023



SB 1383 Compliance Reviews

Important Information

- Cal Recycle (JACE) has reviewed SB 1383 compliance for 2022
- Audit was completed last week
- Cal Recycle was pleased with the City's progress towards SB 1383 compliance (covered generators)
- CR&R continues to work towards 100% compliance from all covered generators
- Edible Food recovery was covered by Cal Recycle as well (City is in compliance)
- Cal Recycle will be back to visit businesses and verify service delivery next month
- CR&R and City staff will accompany Cal Recycle in their visits



Thank You!

CITY OF WILDOMAR
Est. 1886 Inc. 2008

CR&R INCORPORATED
environmental services
the face of a greener generation

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.2
Meeting Date: November 8, 2023

SUBJECT: Increase in Solid Waste Collection Service Rates

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ADJUSTMENT OF RESIDENTIAL, COMMERCIAL, AND ROLL-OFF SOLID WASTE COLLECTION AND TRANSPORTATION RATES FOR CR&R SERVICES AND INCREASING THE FRANCHISE FEE RATE COMMENCING JANUARY 1, 2024

SUMMARY:
Increase in Solid Waste Collection Service Rates

BACKGROUND:
Notice of this Public Hearing was provided in accordance with section 6(A) of Article XIID of the California Constitution (Proposition 218) and Government Code Sections 53755 and 53756

As a condition of the Agreement between the City and CR&R for city-wide solid waste and recycling services, CR&R can adjust their rate schedule based on the CPI on an annual basis commencing July 1st. However, those changes must be approved by the City Council.

At the June 14th, 2023, Council Meeting, an amendment to the franchise agreement was approved to delay the CPI rate increase until January 1st, 2024. The amendment also delayed the increase in franchise fees from 8% to 10% of gross receipts remitted to the City until January 1st, 2024.

In order to meet the requirements of Prop 218, a public hearing is required. Notices of this

public hearing were sent to all affected customers between September 18th-22nd 2023.

The proposed Schedule of Approved Rates for the period of January 1, 2024, to June 30, 2024, is included in the attached schedule. This rate adjustment is in accordance with the contractually required rate adjustment as set forth in the Franchise Agreement and the rate adjustment for residential, commercial, and roll-off services noted above.

DISCUSSION:
According to the proposed rate schedule, the Standard Residential Service rate will increase from $31.39 to $36.61 per month. This increase incorporates the change in CPI, Riverside County disposal fee increases, and the City franchise fee percentage increase.

FISCAL IMPACT:
Although the City does not directly receive any fees from customers, the increased rates and increased percentage of gross receipts will result in higher franchise fees remitted to the City. It is estimated that the City will receive approximately $70,000 more in franchise fees in FY2023.

ACCOUNT CODE:
100-3120

ATTACHMENTS:
Attachment A. CR&R January 1st 2024 Wildomar Rate Schedule.pdf
Presentation CR&R Collection Service Rate Increase.pdf
Attachment B. Resolution CRR Rate Adj 11-8-2023

CITY OF WILDOMAR

Schedule of Rates Effective January 1, 2024

Standard Residential Service:			
Grantee:	Monthly Rate:	$	36.61
Parcel:	Monthly Rate:	$	36.61
Senior Residential Rate		$	32.39
Residential Hard to Service		$	44.83
Additional Carts, monthly rate:	Trash Cart:	$	11.04
	Reycle Cart:	$	3.97
	Organics Cart:	$	11.04

Additional bulky item pick up - grantee billing, pickup rate: $ 30.61

Commercial. industrial, and multi-family residential monthly bin rates:		**Commercial**	**Comm East of 15**	**Residential**
1.5 Cubic Yard Refuse	1 x week	$ 158.86	$ 130.54	$ 151.08
	2 x week	$ 316.41	$ 261.06	$ 301.01
	3 x week	$ 474.07	$ 391.61	$ 450.99
	4 x week	$ 631.72	$ 522.13	$ 600.87
	5 x week	$ 789.35	$ 652.67	$ 750.84
	6 x week	$ 947.01	$ 783.19	$ 900.70
2 Cubic Yard Refuse	1 x week	$ 174.67	$ 158.54	$ 160.91
	2 x week	$ 348.26	$ 317.10	$ 320.62
	3 x week	$ 521.86	$ 475.67	$ 480.31
	4 x week	$ 695.34	$ 634.21	$ 640.04
	5 x week	$ 868.88	$ 792.76	$ 799.70
	6 x week	$ 1,042.42	$ 951.31	$ 959.48
3 Cubic Yard Refuse	1 x week	$ 215.03	$ 197.45	$ 178.07
	2 x week	$ 428.75	$ 475.67	$ 340.23
	3 x week	$ 642.57	$ 592.35	$ 502.35
	4 x week	$ 856.33	$ 789.75	$ 664.54
	5 x week	$ 1,070.11	$ 987.24	$ 826.67
	6 x week	$ 1,283.86	$ 1,184.65	$ 988.84
4 Cubic Yard Refuse	1 x week	$ 241.15	$ 244.38	$ 192.75
	2 x week	$ 481.27	$ 488.80	$ 384.32
	3 x week	$ 721.26	$ 733.18	$ 575.93
	4 x week	$ 961.32	$ 977.57	$ 767.52
	5 x week	$ 1,201.27	$ 1,221.98	$ 959.13
	6 x week	$ 1,441.29	$ 1,466.35	$ 1,150.72
96-gallon Recycle Cart	1 x week	$ 74.06		

		Commercial	**Comm East of 15**
3 Cubic Yard Recycle	1 x week	$ 111.82	$ 100.52
	2 x week	$ 223.71	$ 201.01
	3 x week	$ 335.52	$ 301.53
	4 x week	$ 447.42	$ 402.03
	5 x week	$ 559.21	$ 502.53
	6 x week	$ 671.07	$ 603.03
4 Cubic Yard Recycle	1 x week	$ 124.39	
	2 x week	$ 248.81	
	3 x week	$ 373.21	
	4 x week	$ 497.61	
	5 x week	$ 622.02	
	6 x week	$ 746.43	

CITY OF WILDOMAR

Schedule of Rates Effective January 1, 2024

		Refuse	Recycle
6 Cubic Yard	1 x week	$ 327.90	$ 175.12
	2 x week	$ 655.82	$ 350.20
	3 x week	$ 983.70	$ 525.32
	4 x week	$ 1,311.61	$ 700.41
	5 x week	$ 1,639.53	$ 875.52
	6 x week	$ 1,967.43	$ 1,050.59

		2-Yard Comp	3-Yard Comp	4-Yard Comp
Compactor Refuse Service	1 x week	$ 205.25	$ 268.59	$ 346.56
	2 x week	$ 410.49	$ 615.73	$ 693.10
	3 x week	$ 615.73	$ 805.82	$ 1,039.66
	4 x week	$ 821.00	$ 1,074.40	$ 1,386.25
	5 x week	$ 1,026.22	$ 1,343.00	$ 1,732.78
	6 x week	$ 1,231.47	$ 1,611.61	$ 2,079.35

		2-Yard Manure	3-Yard Manure
Manure Service	1 x week	$ 214.11	$ 267.54
	2 x week	$ 417.12	$ 523.94
	3 x week	$ 620.10	$ 780.31

Organic (AD) Rates:		Non-Food	Food
2 Cubic Yard	1 x week	$ 234.49	$ 308.52
	2 x week	$ 468.11	$ 616.23
	3 x week	$ 701.74	$ 923.94
	4 x week	$ 935.31	$ 1,231.62
	5 x week	$ 1,168.96	$ 1,539.34
	6 x week	$ 1,402.57	$ 1,847.03
3 Cubic Yard	1 x week	$ 317.17	$ 436.50
	2 x week	$ 633.37	$ 871.99
	3 x week	$ 949.57	$ 1,307.57
	4 x week	$ 1,265.78	$ 1,743.08
	5 x week	$ 1,581.98	$ 2,178.63
	6 x week	$ 1,898.22	$ 2,614.17
64-Gallon Cart, Non-Food	1 x week	$ 46.05	$ 52.46
	2 x week	$ 92.09	$ 114.04
	3 x week	$ 138.11	$ 171.07
	4 x week	$ 184.12	$ 228.11
	5 x week	$ 230.17	$ 285.10
	6 x week	$ 276.21	$ 342.13
	Extra pickup	$ 32.77	$ 41.54

Temporary Services:

Temporary 3 cubic yard bin rate:	$ 195.46	per pickup
Extra Temporary or Regular Service pick up: (Includes all bin sizes 2, 3 and 4 yards)	$ 198.79	per pick up
Redeliver and reinstatement rate:	$40.03	per occurrence
Temporary Rolloff All sizes - MSW (includes 4 tons)	$587.02	
All sizes - Mixed C&D (includes 4 tons)	$780.89	

Rolloff Services:

Roll-off Delivery Fee:	$103.49	per bin
Roll-off lowboy	$ 335.79	per load
Roll-off 40-yard	$ 335.79	per load
Roll-off compactor rate:	$ 531.86	per load
Roll-off AD Disposal Fee	$ 117.06	per ton
Minimum Pull Fee	$ 338.64	
Relocate/Trip Fee	$ 123.22	
Industrial Set Up Fee	$ 43.73	

CITY OF WILDOMAR

Schedule of Rates Effective January 1, 2024

Other Residential Service Rates:

Residential Account Setup Fee		$ 30.64	
Cart Exchange in excess of 1x per year		$ 24.27	
Residential Reactivation Fee (bad debt)		$ 30.36	
Residential Redelivery Fee (bad debt)		$ 30.36	
Cart Repair		$ 171.09	
Lost or Stolen Cart		$ 167.06	
Tax Roll Administration Fee		$ 43.76	
Contamination Fee		$ 18.17	
Scheduled Extra Green Waste pick up (up to 10 bags):		$ 12.74	per pick up
Non-Scheduled Extra Green Waste pick up (up to 10 bags):		$ 31.82	per pick up
E-Waste Pick up:		no charge	
# "Hard to service" vehicle usage rate:		no charge	
# "Hard to service" bin moving rate:		no charge	
# Special bin lids (locking/CBL) rate:		no charge	
# Deodorizing / replacing bin rate:		no charge	

Other Commercial Bin and Rolloff Services

Comm Bin Account Setup Fee		$ 39.83	
Comm Bin Delivery Fee		$ 76.66	
Comm Overflow Fee		$ 76.66	
Rolloff Account Setup Fee		$ 39.83	
Daily Rolloff Inactivity Fee (after 7 days)		$ 15.33	
Recycle Bin Contamination Fee		$ 68.99	
Temporary Bin Inactivity Fee		$ 7.68	
Other Assoc Wrk for Street Sweep		$ 130.27	
Bulky Items, first item		$ 72.15	
Bulky Items, additional items		$ 31.33	
Locking Lids, per month		$ 25.07	
Replacement Lock Fee, per occurrence		$ 52.21	
Replacement Key, per occurrence		$ 10.44	
Reactivation/Resume Fee, per occurrence		$ 31.33	
Redelivery Fee, per occurrence		$ 156.62	
Push Out Fee (per day per container)	26-50 ft	$ 14.62	
Push Out Fee (per day per container)	51-75 ft	$ 18.80	
Push Out Fee (per day per container)	76-100 ft	$ 20.90	
Scout Service	per mo., per bin	$ 104.41	
Overage Fee	per bin	$ 72.15	
Bin Exchange (in excess of 1 per year)	per occurrer per occurrer	$ 123.23	
Tax Roll Fee	per parcel	$ 43.76	
Set Up Fee	per occurrence	$ 43.73	
Lost or Stolen Bin	per occurrence	$ 1,044.14	
Burned Bin	per occurrence	$ 584.73	
Recycle Contamination Fee, per pickup		$ 102.10	
Commercial Can	per month	$ 61.97	
Haul or Call Fee	per occurrence	$ 38.39	
Tire Haul Charge	per pickup	$ 537.43	
Commercial Delivery/Removal/Service Change Fee, per bin		$ 36.06	
Unscheduled Extra Bin Dump While on Site, per bin, per p/u		$ 70.77	
Unscheduled Extra Bin Dump Separate Trip, per bin, per p/u		$ 102.10	
Unscheduled Compactor Pick-ups, per bin, per p/u		$ 133.51	

CR&R ADJUSTMENT TO COLLECTION SERVICE RATES

NOVEMBER 8TH, 2023, PUBLIC HEARING

RATE CHANGES: EFFECTIVE JAN 1ST ,2024

INCORPORATES:

- INCREASE IN COUNTY DISPOSAL RATES
- CPI INCREASE
- CITY FRANCHISE FEE PERCENTAGE RATE INCREASES

RATES

Standard Residential Service	
Currently Monthly Rate	January 1st 2024 Rate
$31.39	$36.61

Senior Residential Rate: 65 and Older	$32.39

RESOLUTION NO. 2023 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ADJUSTMENT OF RESIDENTIAL, COMMERCIAL, AND ROLL-OFF SOLID WASTE COLLECTION AND TRANSPORTATION RATES FOR CR&R SERVICES

WHEREAS, Notice of this Public Hearing was provided in accordance with section 6(A) of Article XIID of the California Constitution (Proposition 218) and Government Code Sections 53755 and 53756; and

WHEREAS, to protect the health and safety of the community, the City of Wildomar contracts with CR&R for waste hauling services; and

WHEREAS, in accordance with their franchise agreement with the City, CR&R can request adjustments to their collection rates based on changes to the Consumer Price Index (CPI) and other additional charges to begin July 1st; and

WHEREAS, an amendment to the CR&R franchise agreement was approved June 14th 2023, which delayed the CPI and franchise fee percentage increase until January 1st 2024; and

WHEREAS, such a request for a CPI adjustment and other additional charges was submitted by CR&R to the City for review; and

WHEREAS, the City Council held a noticed public hearing on November 8th, 2023 regarding the increased rates;

WHEREAS, Proposition 218 requires the City Council to consider all protests against the proposed rate increase, and establishes that if written protests against the proposed rate increase are presented by a majority of owners of the impacted parcels, the City Council shall not approve the rate increase; and

WHEREAS, protests exceeding 5,109 would constitute a majority of owners of impacted parcels (a “Majority Protest”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:

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

SECTION 2. The Council has fully considered this matter and has:

a) Reviewed the information submitted herewith regarding the proposed solid waste service rate adjustment for accounts serviced by CR&R, the parcels to which the proposed rate adjustment would apply, and the reasons and basis for the adjustment and the rates;

b) Provided notice of the proposed rate adjustment to the impacted parcels to which the proposed adjustment would apply in accordance with Article XIIID of the California Constitution and Government Code Sections 53755 and 53756;

c) Heard and received all written protests from any owners or tenants of impacted parcels subject to the rates;

d) Taken and received oral and documentary evidence pertaining to the proposed rate adjustment; and

e) Been fully informed of this matter.

SECTION 3. The Council finds that insufficient written protests were presented to prevent the rates proposed by CR&R from being imposed.

SECTION 4. That the increased rates for both commercial and residential collection services for the period of January 1st, 2024 to June 30th, 2024, as described in Attachment A, are authorized.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 8th day of November 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.3
Meeting Date: November 8, 2023

SUBJECT: Adoption of New Fixed Fee Schedules

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULES OF USER FEES FOR PLANNING, PUBLIC WORKS, ENGINEERING, BUILDING, AND FIRE

SUMMARY:
Adoption of New Fixed Fee Schedules

BACKGROUND:
The City originally adopted County fees that were in place at the time of adoption along with the Riverside County Code. The structure of these County fees was a mix of deposit-based and fixed fees. The deposit-based fees carry a significant administrative burden and require the City to maintain at least 1 FTE of staff to maintain deposits, enter charges, and reconcile remaining balances.

As the City's current ERP (Enterprise, Resource, Planning) software approaches end-of-life, staff are implementing replacement software systems. The deposit-based structure is incompatible with the new ERP software. Therefore, it is imperative that the City revise its fee schedule to convert to a total fixed fee structure in order to implement a more modern ERP system. This provides an additional benefit of improving efficiency in the permitting process.

Due to the timing of the ERP implementation, staff recommends that the proposed fee schedules, if adopted, be effective February 1st, 2024.

DISCUSSION:

While the current fixed fees are designed to represent full cost, deposit-based fees collect an initial amount due at application that is only a portion of the full cost. These new fees are meant to cover the entirety of City project costs under a fixed level of effort.

The Planning Land Use and Subdivision fees are currently deposit-based. The initial deposit amounts in the current adopted fee schedule represent only a portion of the full project costs and additional deposits must be collected on a regular basis. This increases administration costs to the City which in turn must be passed on to the Developer. The proposed Planning fixed-fee schedule accounts for the full cost of projects up front based on maintaining a fixed level of effort. Doing so incentivizes staff and Developers to complete the project within the stipulated number of plan reviews. This increases efficiency and ensures projects clear the Planning phase in a timely manner.

Staff are also recommending the Building and Safety fee schedule be updated. This new fee schedule eliminates Building permit deposit-based fees. Building permits for the construction of new square footage will be assessed a fixed fee based on valuations resulting from the San Diego ICC (International Building Code) estimates. Permits for trades (plumbing, mechanical, etc.) will use fixture count to calculate the total fee. These new fees will better reflect the City's actual cost of performing the services.

The proposed Public Works fee schedule also converts all deposits to fixed fees. These new fees are based on three plan reviews. If the project requires a fourth review, the applicant will be assessed 25% of the original fee for each additional plan review. This will streamline the review process and encourage Developers to adhere to approved plans and make all corrections in a timely manner. Utility encroachment permits, haul permits, and transportation permits are already fixed fees and will therefore remain unchanged.

Staff are also proposing to adopt an updated Fire Prevention Fee schedule. Although these fees are already fixed, they have not been updated since they were established in 2018. As such, they no longer reflect City cost. This new schedule adjusts the fees to account for the City's on-site Fire Marshal and new admin rate.

For current projects being reviewed under the deposit-based system, if the completion date is estimated to be before June 30th, 2024, the City will complete the project as a deposit. If the end date is longer, development staff will calculate the cost under the new fee schedule and compare that cost to the deposit amount already paid. If the amount on deposit is higher, the difference will be refunded to the applicant.

In the analysis of these fees, the City sought feedback from active developers in the City. With the help of the Riverside County Chapter of the Building Industry Association, a question-and-answer meeting was held with local developers and a survey was distributed to obtain feedback. No significant issues were raised by the developers. The City thanks the Riverside

County BIA for their assistance.

The User Fees packages attached include the following:
1. A summary of the fees proposed.
2. A detailed user fee determination cost analysis worksheet for each fixed fee.
3. The listing of hourly billing rates.

Staff is recommending that the resolution be effective February 1st, 2024. Staff is also proposing that the fees be adjusted annually starting July 1st, 2024 by the average annual increase in the Riverside-San Bernardino-Ontario Consumer Price Index in order to keep up with cost escalation.

FISCAL IMPACT:
The fiscal impact of adopting this resolution and resolution will improve cost recovery for the City in the performance of services. The replacement of deposit-based fees will reduce management costs by an estimated $80,000-90,000. The increased efficiency resulting from the streamlined process and new ERP is also anticipated to further reduce costs for both the City and Developers

ATTACHMENTS:
Exhibit A. 2023 Wildomar Proposed Building Fees.pdf
Exhibit B. 2023 Wildomar Proposed Public Works-Engineering Fees.pdf
Exhibit C. 2023 Wildomar Proposed Planning Fee Schedule.pdf
Exhibit D. 2023 Wildomar Proposed Fire Prevention User Fees.pdf
Resolution - User Fee Update 11-8-2023.docx
User Fee Presentation - Builders.pdf

CITY OF WILDOMAR

PROPOSED BUILDING FEES

November 8th, 2023

Proposed Building User Fees

*Non-Valuation Based Fixed Building Permit Fees are Only Refundable If No Work Has Been Started and Are Only Reimbursable Up to 60% of Fee; PERM 2-6 Are Not Refundable
**Fixed Fee Building Permits Require Both the Stipulated Permit Fee and the Permit Issuance Fee PERM 1 Unless Otherwise Noted
***State-Mandated SMIP (Seismic Monitoring Information Systems) Fee Required On All Building Permits
****State-Mandated BSASRF (Building Standards Administration Special Revolving Fund) Fee Required On All Building Permits
*****Work Conducted Without Valid Permit is Subject to Double the Base Permit Fee
******Expired Permits May Be Renewed, but Will Be Subject to Additional Fee Dependent on the Amount of Prior Work Completed:
1.) If No Work Started, Permit May Be Renewed By Paying 75% of Initial Fees.
2.) If 50% Work Completed, Permit May Be Renewed By Paying 50% of Initial Fees.
3.) If 75% Work Completed, Permit May Be Renewed By Paying 25% of Initial Fees.

Fee	Permit Type	Permit Code	Fee Code	Fee Description	Notes	Fee Type	Full Cost	Current Fee	Proposed Fee
Permit Fees									
Perm 1	PRM	VARIOUS	pmtiss	Permit Issuance Fee		Fixed	$111.70	New	**$111.00**
Perm 2	PRM	VARIOUS	smip	Seismic Monitoring Implementation Program Fee ***	State Mandated Pass-Through Fee - Not Set By City	Fixed - Valuation	$13 per $100,000 Valuation Residential; $28 per $100,000 Valuation Commercial		**No Change**
Perm 3	PRM	VARIOUS	bsaf	Building Standards Adminstration Fee ****	State Mandated Pass-Through Fee - Not Set By City	Fixed - Valuation	$1 per $25,000 Valuation or Portion Thereof		**No Change**
Perm 4	PRM	VARIOUS	train	Professional Development Fee	Assessed on All Permits Issued	Fixed	$7.22	New	**$7.00**
Perm 5	PRM	VARIOUS	techno	Technology Fee	Assessed on All Permits Issued	Fixed	$11.37	New	**$11.00**
Perm 6	PRM	VARIOUS	extend	Permit Extension Fee		Fixed	$144.94	New	**$144.00**
Commercial Property Fees									
Comm 1	BNR	bcanap	bcanap	Commercial - Add to Commercial		Fixed - Valuation	Varies	$7,300.00	**See Exhibit xx**
Comm 2	BNR	bcanen	bldcnc	Commercial Canopies		Fixed - Valuation	Varies	$3,000.00	**See Exhibit xx**
Comm 3	BNR	bpcdek	bptcpd	Commercial Deck		Fixed - Valuation	Varies	$613.21	**See Exhibit xx**
Comm 4	BNR	bcdas	bcdas	Commercial - Detached Accessory - Not Conditioned		Fixed - Valuation	Varies	$431.46	**See Exhibit xx**
Comm 5	BMN	bmncnc	bmncnc	Commercial - Installation of a Commerial Coach	Combines with Site Prep and Foundation - See Comm 16	Fixed - Valuation	Varies	$240.72	**Combined**
Comm 6	BXX	bxlite	bxxcls	Commercial - Light Standards	Add $14.25 for Each Additional Light	Fixed**	$412.33	$671.67	**$412.00**
Comm 7	BNR	bnr	bnr	Commercial - New Industrial		Fixed - Valuation	Varies	$12,300.00	**See Exhibit xx**
Comm 8	BMN	bmncna	bmncna	Commercial - New Manufactured Commercial Accessory Structure		Fixed - Valuation	Varies	$240.72	**See Exhibit xx**
Comm 9	BNR	bnr	bnr	Commercial - New Non-Residential		Fixed - Valuation	Varies	$12,300.00	**See Exhibit xx**
Comm 10	BXX	bptcpt	bptcpt	Commercial - Patio Cover		Fixed - Valuation	Varies	$612.71	**See Exhibit xx**
Comm 11	BMN	bmncpf	bmncpf	Commercial - Permanent Foundation	Combines with Site Prep and Install - See Comm 16	Fixed - Valuation	Varies	$240.72	**Combined**
Comm 12	BMN	bmncrc	bmncrc	Commercial - Replace Commercial Coach		Fixed - Valuation	Varies	$240.72	**See Exhibit xx**
Comm 13	BXX	brrcrr	brrcrr	Commercial - Re-Roof (No Structural Changes)		Fixed - Valuation	Varies	$185.23	**See Exhibit xx**
Comm 14	BXX	bldcrr	bldcrr	Commercial - Re-Roof (With Structural Alterations)		Fixed - Valuation	Varies	$387.19	**See Exhibit xx**
Comm 15	BXX	bxcret	bxxcrw	Commercial - Retaining Wall		Fixed - Valuation	Varies	$500.00	**See Exhibit xx**
Comm 16	BMN	bmncsp	bmncsp	Commercial Manufactured Home - Site Prep, Foundation, & Installation	Combined with Foundation and Install	Fixed - Valuation	Varies	$2,187.00	**See Exhibit xx**
Comm 17	BSP	bscspa	bspcsw	Commercial - Spa		Fixed - Valuation	Varies	$431.46	**See Exhibit xx**
Comm 19	BSP	bscomp	bspcsf	Commercial - Swimming Pool		Fixed - Valuation	Varies	$627.40	**See Exhibit xx**
Comm 20	BTI	bttino	bxxbti	Commercial - Tenant Improvements with No Occupancy		Fixed - Valuation	Varies	$3,000.00	**See Exhibit xx**
Comm 21	BTI	btitwo	bxxbti	Commercial - Tenant Improvements with Occupancy		Fixed - Valuation	Varies	$3,000.00	**See Exhibit xx**
Comm 22	BXX	bxtrsh	bxxtrs	Commercial - Trash Enclosure		Fixed - Valuation	Varies	$225.01	**See Exhibit xx**
Comm 23	BXX	bxctnk	bspcsp	Commercial Water Tank		Fixed - Valuation	$345.52	$626.08	**See Exhibit xx**
Comm 24	BXX	bxcwec	bxxwec	Commercial - Winds Energy Conservation System		Fixed - Valuation	$345.52	$431.36	**See Exhibit xx**
Demolition Fees									
Demo 1	BDE	bdemo	bdemo	Demolition Permit	*Permit Issuance Fee Not Required*	Fixed	$287.96	$278.00	**$287.00**
Electrical Fees									
Elec 1	BPC	TBD	elefix	Electrical Fixtures 1-3		Fixed**	$109.80	New	**$109.00**
Elec 2	BPC	TBD	addfix	Additional Electrical Fixture		Fixed**	$5.49	New	**$5.00**
Elec 3	BEL	belspv	belspv	Residential Solar Photovoltaic	Additional $15 Per Each kW Above 15kW Additional $15 Per Each kW Thermal Above 10kW *Permit Issuance Fee Not Required*	Fixed	$501.46	$450.00	**$450.00**
Elec 4	BEL	belspv	belspv	Commerical Solar Photovoltaic	Additional $7 Per Each kW Above 50kW, Additional $5 Per Each kW Above 251kW Additional $7 Per Each kW Above 30kW, Additional $5 Per Each kWth Above 261kW *Permit Issuance Fee Not Required*	Fixed	$1,135.83	New	**$1,000.00**
Elec 5	BEL	belbat	belbat	Solar Battery Connection - One	Add $19 For Each Additional	Fixed**	$88.13	New	**$88.00**
Elec 6	BEL	belrel	belral	Appliance Permit - Under 1hp		Fixed**	$143.03	New	**$143.00**
Elec 7	BEL	belcst	belcst	Meter Reset		Fixed**	$109.80	$378.32	**$109.00**
Elec 8	BEL	TBD	TBD	Power Apparatus Less Than 100HP		Fixed**	$176.26	New	**$176.00**
Elec 9	BEL	TBD	TBD	Power Apparatus More Than 100HP		Fixed**	$209.49	New	**$209.00**
Elec 10	BEL	beltpr	beltpr	Temporary Electrical		Fixed**	$176.26	$278.00	**$176.00**
Elec 11	BEL	belevc	bldevc	Electric Vehicle Charging Station Installation	*Permit Issuance Fee Not Required*	Fixed	$464.22	$450.00	**$450.00**
Elec 12	BEL	belrsu	belrsu	Electrical Panel Upgrade		Fixed**	$109.80	$221.00	**$109.00**
Elec 13	BEL	TBD	TBD	Electric to Well		Fixed**	$109.80	$378.32	**$109.00**
Elec 14	BEL	belimp	belimp	Electric - Meter Pedestal - Tract		Fixed**	$109.80	$378.32	**$109.00**
Elec 15	BEL	beltpr	beltpr	Temporary Power Pole		Fixed**	$176.26	New	**$176.00**
Elec 16	BEL	beltpr	beltpr	Miscellaneous Electrical Permit		Fixed**	$143.03	New	**$143.00**
				Services, Switchboards, Control Centers, & Panels					
Elec 17	BEL	belimp	belimp	Up to 400 Amps for Single Family Residence		Fixed**	$109.80	New	**$109.00**
Elec 18	BEL	belimp	belimp	Up to 400 Amps for Non-Single Family Residence		Fixed**	$109.80	New	**$109.00**
Elec 19	BEL	belimp	belimp	400+ Amps		Fixed**	$286.06	New	**$286.00**
Mechanical Fees									
Mech 1	BME	bldcme	bldcme	Furnace, Burners, Heaters, & Compressors	Suspended/Recessed Wall/Floor Mounted Included	Fixed**	$286.06	New	**$286.00**
Mech 2	BME	brwhrl	brwhrl	Residential - Replace Water Heater - Like for Like		Fixed**	$176.26	$188.19	**$176.00**
Mech 3	BME	brhvrl	brhvrl	Single Family HVAC		Fixed**	$176.26	$188.19	**$176.00**
Mech 4	BME	TBD	TBD	Non-Single Family HVAC		Fixed**	$286.06	$188.19	**$286.00**
Mech 5	BME	brhvrl	brhvrl	Hood Served by Mechanical Exhaust		Fixed**	$176.26	New	**$176.00**
Mech 6	BME	beltpr	beltpr	Miscellaneous Mechanical Permit		Fixed**	$143.03	New	**$143.00**
Miscellaneous Fees									
Misc 1	BXX	btctoo	bxxbct	Change of Tenancy w/ No Improvements		Fixed**	$176.26	$278.00	**$176.00**
Misc 2	BXX	bxfosf	bxxfnc	Fences - Over 7 Feet Tall		Fixed - Valuation	$460.53	$568.00	**See Exhibit xx**
Misc 3	TBD	reins	reinsp	Re-Inspection Fee	For a 1 Hour Inspection *Permit Issuance Fee Not Required*	Fixed	$147.04	$153.00	**$147.00**
Misc 4	BSI	bhsife	bldahi	Miscellaneous Special or After Hours Inspection	Specialty or After-Hours Inspection - For 4 Hours *Permit Issuance Fee Not Required*	Fixed	$476.44	$511.00	**$476.00**
Misc 5	BSN	bnsign	bxxsin	Sign Permit	If Electrical Work is Needed Additional .5hr ($47.50) Inspection is Required	Fixed**	$286.06	$398.00	**$286.00**
Misc 6	BXX	TBD	bldrjc	Job Card Replacement	*Permit Issuance Fee Not Required*	Fixed	$92.13	$93.00	**$92.00**
Misc 7	BXX	TBD	bldapr	Approved Plan Revision	*Permit Issuance Fee Not Required*	Fixed	$178.16	$142.00	**$178.00**
Misc 8	BXX	bxxpc	bldrev	Miscellaneous Hourly Plan Review	Each Additional Hour is 1 Hour Plans Examiner III Rate *Permit Issuance Fee Not Required*	Fixed	$188.77	$164.00	**$188.00**
Misc 9	BXX	TBD	bldcoi	Certificate of Occupancy Issuance Fee	*Permit Issuance Fee Not Required*	Fixed	$170.37	$177.00	**$170.00**
Misc 10	BRS	TBD	bldtsr	Tract Site Review		Fixed**	$410.23	$493.00	**$410.00**
Misc 11	BXX	MSHCP	mshadm	Multi-Species Habitat Conservation Plan Admin Fee	*Permit Issuance Fee Not Required*	Fixed	$54.56	$54.00	**$54.00**
Misc 12	BXX	bldflg	bldflg	Flag Pole		Fixed**	$297.32	$295.80	**$297.00**
Misc 13	BXX	bustop	bustop	Bus Stop		Fixed - Valuation	N/A	$800.00	**See Exhibit xx**
Misc 14	BXX	bxtowr	bxxtwr	Cell Tower - New/Alter/Co-Locate		Fixed - Valuation	N/A	$2,700.00	**See Exhibit xx**
Misc 15	BXX	bxxexe	bxxexe	Other Construction; Exploratory Excavation		Fixed - Valuation	N/A	$900.00	**See Exhibit xx**
Misc 16	BSN	bsntwr	bsntwr	Miscellaneous Sign - Tower Sign		Fixed - Valuation	N/A	$2,700.00	**See Exhibit xx**
Misc 17	BXX	bxrgwt	bxxgwt	Tract Garden Walls	Per Lot	Fixed - Valuation	N/A	$70.80	**See Exhibit xx**
Misc 18	BXX	bldshd	bldshd	Shed		Fixed - Valuation	N/A	$869.74	**See Exhibit xx**
Plumbing Fees									
Plumb 1	BPC	TBD	plbfix	Plumbing Fixtures 1-3		Fixed**	$109.80	New	**$109.00**
Plumb 2	BPC	TBD	addfix	Additional Plumbing Fixture		Fixed**	$5.49	New	**$5.00**
Plumb 3	BPL	bldgre	bldgre	Grease Interceptor		Fixed**	$109.80	New	**$109.00**
Plumb 4	BPL	bldgas	bldgas	Gas System Fixtures 1-3		Fixed**	$123.09	New	**$123.00**
Plumb 5	BPL	TBD	addfix	Additional Gas Fixture		Fixed**	$10.98	New	**$10.00**
Plumb 6	BPL	bldpip	sfdpip	Single Family Piping/Re-Piping		Fixed**	$176.26	New	**$176.00**
Plumb 7	BPL	bldpip	mfrpip	Multi-Family Dwelling Unit Piping/Re-Piping	Add .5 Hour ($47.50) for Each Additional Unit	Fixed**	$109.80	New	**$109.00**
Plumb 8	BPL	brwhrl	brwhrl	Water Heater Install/Replacement		Fixed**	$109.80	$188.19	**$109.00**
Plumb 9	BPL	slrwtr	slrwtr	Solar Water Heating System		Fixed**	$176.26	New	**$176.00**
Plumb 10	BPL	bldswr	bldswr	Sewer/Septic/Repair		Fixed**	$176.26	New	**$176.00**
Plumb 11	BPL	plmisc	plmisc	Miscellaneous Plumbing Permit		Fixed**	$143.03	New	**$143.00**

Residential Fees									
Res 1	BXX	bprdek	bptrpd	Residential Deck/Balcony		Fixed - Valuation	$517.43	$517.00	See Exhibit xx
Res 2	BMR	bmrrin	bmrrin	Residential Manufactured Coach - Install	Combined With Site Prep & Foundation- See Res 21	Fixed - Valuation	$636.83	$636.00	Combined with Site Prep
Res 3	BMR	bmrerb	bmrerb	Manufactured Home - Earthquake Resistant Bracing		Fixed - Valuation	$398.02	$398.00	See Exhibit xx
Res 4	BMR	bmrrna	bmrrna	Residential Manufactured Accessory Structure		Fixed - Valuation	$693.69	$693.00	See Exhibit xx
Res 5	BMR	bmrrpf	bmrrpf	Residential Manufactured Home - Permanent Foundation	Combined With Site Prep & Install - See Res 21	Fixed - Valuation	$605.46	$551.00	Combined with Site Prep
Res 6	BMR	bmrpfe	bmrpfe	Permanent Foundation to Existing Manufactured Home		Fixed**	$340.96	$457.00	$340.00
Res 7	BMR	bmrrnr	bmrrmr	Replace Residential Manufactured Home Coach		Fixed - Valuation	$398.02	$398.00	See Exhibit xx
Res 8	BXX	bptrpa	bptrpa	Residential Patio Cover		Fixed - Valuation	$517.43	$517.00	See Exhibit xx
Res 9	BXX	brrrll	brrrll	Residential Re-Roof (With or Without Alterations)		Fixed - Valuation	$367.45	$338.00	See Exhibit xx
Res 10	BSP	bsrags	bspspa	Residential - Above Ground Spa		Fixed**	$286.06	$398.00	$286.00
Res 11	BSP	bsrigs	bsrigs	Residential - In Ground Spa		Fixed**	$505.66	$636.00	$505.00
Res 12	BSP	bsresp	bsprsp	Residential Swimming Pool	For Each Additional Feature Add .5hr ($47.50) Inspection & .5hr ($57.50) Plan Review	Fixed**	$505.66	$636.00	$505.00
Res 13	BAR	bldwin	bldwin	Residential Retrofit Windows		Fixed**	$176.26	$253.06	$176.00
Res 14	BAR	bara	baddr	Residential Addition		Fixed - Valuation	N/A	$3,200.00	See Exhibit xx
Res 15	BXX	bldbrn	bldbrn	Residential Barn		Fixed - Valuation	N/A	$2,000.00	See Exhibit xx
Res 16	BXX	bldcnp	bldcnp	Residential Canopy		Fixed - Valuation	N/A	$2,000.00	See Exhibit xx
Res 17	BXX	bldcrp	bldcrp	Residential Carport		Fixed - Valuation	N/A	$2,000.00	See Exhibit xx
Res 18	BXX	bxregw	bxxgwe	Residential Garden Walls-Engineered		Fixed - Valuation	N/A	$900.00	See Exhibit xx
Res 19	BXX	bxrgws	bxxgwo	Residential Garden Walls (City Standard Plans)		Fixed - Valuation	N/A	$225.01	See Exhibit xx
Res 20	BXX	bldgrn	bldagb	Residential Green House		Fixed - Valuation	N/A	$2,000.00	See Exhibit xx
Res 21	BMR	bmrrsp	bmrrsp	Residential Manufactured Home Installation-Inclusive	Includes Site Prep, Foundation, & Install	Fixed - Valuation	N/A	$2,187.00	See Exhibit xx
Res 22	BRS	brsimf	brsimf	Multi-Family Residential Units - Individual		Fixed - Valuation	N/A	$5,000.00	See Exhibit xx
Res 23	BXX	bldagb	bldagb	New Agricultural Building		Fixed - Valuation	N/A	$2,000.00	See Exhibit xx
Res 24	BRS	brs	brs	New Residential		Fixed - Valuation	N/A	$5,800.00	See Exhibit xx
Res 25	BMR	bmrrnf	brs	New Residential Factory Built		Fixed - Valuation	N/A	$5,800.00	See Exhibit xx
Res 26	BRS	brstrct	brsrpt	Repeat Tract Homes	For Copies of an Approved Tract Home	Fixed - Valuation	N/A	$3,600.00	See Exhibit xx
Res 27	BXX	bxxerp	bxxerp	Residential Pillasters		Fixed - Valuation	N/A	$900.00	See Exhibit xx
Res 28	BRS	braphc	braphc	Residential Pool House/Cabana		Fixed - Valuation	N/A	$1,567.94	See Exhibit xx
Res 29	BAR	barr	barr	Residential Rehabilitation		Fixed - Valuation	N/A	$3,300.00	See Exhibit xx
Res 30	BXX	bxrret	bxxrrw	Residential Retaining Wall		Fixed - Valuation	N/A	$600.00	See Exhibit xx
Res 31	BXX	bsprwt	bsprwt	Residential Water Tank		Fixed - Valuation	$713.77	$800.00	See Exhibit xx
Res 32	BXX	bxrwec	bxxwec	Residential Wind Energy Conservation System		Fixed - Valuation	$745.80	$1,200.00	See Exhibit xx
Res 33	BXX	bldwks	bldwks	Residential Workshop		Fixed - Valuation	N/A	$1,567.94	See Exhibit xx
Res 34	BXX	bldprg	bldprg	Private Garage or Storage Structure for Personal Property		Fixed - Valuation	N/A	$2,000.00	See Exhibit xx

*Non-Valuation Based Fixed Building Permit Fees are Only Refundable If No Work Has Been Started and Are Only Reimbursable Up to 60% of Fee; PERM 2-6 Are Not Refundable
**Non-Valuation Building Fixed Fees are Only Refundable Before Issuance and are Only Reimbursable Up to 80% of Fee
***State-Mandated SMIP (Seismic Monitoring Information Systems) Fee Required On All Building Permits
****State-Mandated BSASRF (Building Standards Administration Special Revolving Fund) Fee Required On All Building Permits
*****Work Conducted Without Valid Permit is Subject to Double the Base Permit Fee
******Expired Permits May Be Renewed, but Will Be Subject to Additional Fee Dependent on the Amount of Prior Work Completed:
1.) If No Work Started, Permit May Be Renewed By Paying 75% of Initial Fees.
2.) If 50% Work Completed, Permit May Be Renewed By Paying 50% of Initial Fees.
3.) If 75% Work Completed, Permit May Be Renewed By Paying 25% of Initial Fees.

City of Wildomar

Building Permit Valuation Fee Sheet

	Base Permit Fee		PLN & ENG		
Valuation Amount	Base Amount	Add Building Plan Check: 75% of Base Permit Fee	Development Review Fee: 20% of Base	Add General Admin 15.58% of Base, PC, PR	Total
$1,000 or Less	$ 91.68	$ 68.76	$ 41.43	15.58%	$ 233.32
$1,001-$10,000	.00909 x ICC Valuation	75%	20%	15.58%	Base + PC + Dev. Review + Admin = Total Permit Fee
$10,001-$20,000	.00909 x ICC Valuation	75%	20%	15.58%	Base + PC + Dev. Review + Admin = Total Permit Fee
$20,001-$50,000	.00909 x ICC Valuation	75%	20%	15.58%	Base + PC + Dev. Review + Admin = Total Permit Fee
$50,001-$100,000	.00909 x ICC Valuation	75%	20%	15.58%	Base + PC + Dev. Review + Admin = Total Permit Fee
$100,001-$500,000	.00909 x ICC Valuation	75%	20%	15.58%	Base + PC + Dev. Review + Admin = Total Permit Fee
$500,001-$1,000,000	.00909 x ICC Valuation	75%	20%	15.58%	Base + PC + Dev. Review + Admin = Total Permit Fee
$1,000,001-$500,000,000	.00909 x ICC Valuation	75%	20%	15.58%	Base + PC + Dev. Review + Admin = Total Permit Fee

$$\text{Permit Fee Multiplier} = \frac{\text{Budget \$659,200 X 100\% Recoupment}}{\text{FY2023 Construction Value \$72,466,231}} = \mathbf{0.00909}$$

Multiply Permit Fee Multiplie by ICC Construction Square Footage Valuation in Chart Attached to Calculate Base Permit

Refunds for Valuation-Based Permits:

1.) Plan Check & Plan Review Fees
- **a. 80% If No Plan Check Has Begun**
- **b. 0% If Plan Check Has Begun**

2.) Based Permit Fees
- **a. 80% If No Work Has Begun**
- **b. 0% If Work has Commenced**

SAN DIEGO AREA CHAPTER INTERNATIONAL CODE COUNCIL
INTERNATIONAL CODE COUNCIL
BUILDING VALUATION MULTIPLIERS FOR 2023

Occ	Use	Type of Construction	Valuation
R-2	Apartment Houses	Type I or I B.	218.38
	Apartment Houses	Type V or III (Masonry)	178.31
	Apartment Houses	Type V Wood Frame	164.29
	Apartment Houses	Type I Basement Garage	76.13
B	Banks	Type I or I B	296.52
	Banks	Type II A	218.38
	Banks	Type II B	212.37
	Banks	Type III A	240.43
	Banks	Type III B	232.41
	Banks	Type V A	218.38
	Banks	Type V B	210.38
B	Car Washes	Type III A	140.24
	Car Washes	Type III B	134.23
	Car Washes	Type V A	120.21
	Car Washes	Type V B	112.20
A-3	Churches	Type I or I B	198.35
	Churches	Type II A	150.26
	Churches	Type II B	142.25
	Churches	Type III A	162.29
	Churches	Type III B	154.27
	Churches	Type V A	152.27
	Churches	Type V B	142.25
I-2	Convalescent Hospitals	Type I or I B	278.49
	Convalescent Hospitals	Type II A	194.34
	Convalescent Hospitals	Type III A	198.35
	Convalescent Hospitals	Type V A	186.33
R- 3	Dwellings ***	Type V Adobe	244.44
	Dwellings ***	Type V Masonry	194.34
	Dwellings •••	Type V Wood Frame	184.32
	Dwellings ***	Basements (semi-finished)	46.08
	Dwellings ***	Additions - Wood Frame	220.39
	Dwellings ***	Solariums	186.33
	Dwellings ***	Cabana - Pool House (Type V)	172.31

Occ	Use	Type of Construction	Valuation
B/R/S	Fire Stations	Type I or I B	228.40
	Fire Stations	Type II A	150.26
	Fire Stations	Type II B	142.25
	Fire Stations	Type III A	164.29
	Fire Stations	Type III B	158.28
	Fire Stations	Type V A	154.27
	Fire Stations	Type V B	146.26
A-3	Fitness Centers	*Same values as Office Buildings*	0.00
I-2	Hospitals	Type I A or I B	326.57
	Hospitals	Type III A	270.48
	Hospitals	Type V A	258.45
R-1	Hotels & Motels	Type I A or I B	202.36
	Hotels & Motels	Type III A	176.31
	Hotels & Motels	Type III B	166.30
	Hotels & Motels	Type V A	152.27
	Hotels & Motels	Type V B	150.26
F	Industrial Plants	Type I A or I B	114.20
	Industrial Plants	Type II A	80.14
	Industrial Plants	Type II B (Stock)	74.13
	Industrial Plants	Type III A	88.16
	Industrial Plants	Type III B	82.15
	Industrial Plants	Tilt-up	60.10
	Industrial Plants	Type V A	82.15
	Industrial Plants	Type V B	76.13
B	Medical Offices	Type I A or I B	240.43
	Medical Offices	Type II A	184.32
	Medical Offices	Type II B	176.31
	Medical Offices	Type III A	200.36
	Medical Offices	Type III B	186.33
	Medical Offices	Type V A	180.32
	Medical Offices	Type V B	174.30

SAN DIEGO AREA CHAPTER INTERNATIONAL CODE COUNCIL
INTERNATIONAL CODE COUNCIL
BUILDING VALUATION MULTIPLIERS FOR 2023

Occ	Use	Type of Construction	Valuation
B	Offices	Type I or I B	214.37
	Offices	Type II A	144.25
	Offices	Type II B	136.25
	Offices	Type III A	154.27
	Offices	Type III B	148.26
	Offices	Type V A	144.25
	Offices	Type V B	136.25
U	Private Garages	Wood Frame - Finished	48.09
	Private Garages	Wood Frame - Unfinished	48.09
	Private Garages	Masonry	56.09
	Private Garages	Open Carports	34.06
B	Public Buildings	Type I or I B	246.44
	Public Buildings	Type II A	200.36
	Public Buildings	Type II B	192.34
	Public Buildings	Type III A	208.37
	Public Buildings	Type III B	200.36
	Public Buildings	Type V A	190.34
	Public Buildings	Type V B	184.32
S-2	Public Garages	Type I or IB	98.17
	Public Garages	Type I or II Open Parking	74.13
	Public Garages	Type II B	56.09
	Public Garages	Type III A	74.13
	Public Garages	Type III B	66.11
	Public Garages	Type V A	68.12
A-2	Restaurants	Type III A	196.35
	Restaurants	Type III B	188.33
	Restaurants	Type V A	178.31
	Restaurants	Type V B	172.31
E	Schools	Type I or I B	222.39
	Schools	Type II A	152.27
	Schools	Type III A	162.29
	Schools	Type III B	156.28
	Schools	Type V A	152.27
	Schools	Type V B	146.26

Occ	Use	Type of Construction	Valuation
M	Service Stations	Type II B	134.23
	Service Stations	Type III A	140.24
	Service Stations	Type V A	120.21
	Service Stations	Pump Island Canopies	56.09
M	Stores	Type I or I B	164.29
	Stores	Type II A	100.17
	Stores	Type II B	98.17
	Stores	Type III A	122.22
	Stores	Type III B	116.21
	Stores	Type V A	104.18
	Stores	Type V B	96.16
	Stores	Retail Garden Center (Type V B)	79.70
A-1	Theatres	Type I or I B	220.39
	Theatres	Type III A	160.28
	Theatres	Type III B	152.27
	Theatres	Type V A	150.26
	Theatres	Type V B	142.25
S	Warehouses	Type I or I B	98.17
	Warehouses	Type II A	58.11
	Warehouses	Type II B	56.09
	Warehouses	Type III A	66.11
	Warehouses	Type III B	64.11
	Warehouses	Type V A	58.11
	Warehouses	Type V B	56.09

SAN DIEGO AREA CHAPTER INTERNATIONAL CODE COUNCIL
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BUILDING VALUATION MULTIPLIERS FOR 2023

Occ	Use	Type of Construction	Valuation
	MISC		
	Agricultural Building		34.06
	Aluminum Siding		10.02
	Antennas	Radio over 30 ft . high	6451.40
	Antennas	Dish, 10 ft. dia.w/decoder	7843.85
	Awning or Canopy (Supported by Building)	Aluminum	38.07
	Awning or Canopy (Supported by Building)	Canvas	16.03
	Balcony		26.04
	Decks (wood)		26.04
	Demolition of Building		8.02
	Fence or Freestanding Wall	Wood or Chain Link	4.01
	Fence or Freestanding Wall	Wood Frame with Stucco	10.02
	Fence or Freestanding Wall	Wire	4.01
	Fence or Freestanding Wall	Masonry	16.03
	Fence or Freestanding Wall	Wrought Iron	10.02
	Foundation Only (25% of value of whole building). Remainder of building will be va lued at 75% of the building		
	Greenhouse		10.02
	Manufactured Housing (25% of value of "site built" house)		44.08

Occ	Use	Type of Construction	Valuation
	Mobile Home		44.08
	Patio	Wood Frame with Cover	16.03
	Patio	Metal Frame with Cover	20.03
	Patio	Wood Frame Cover & Walls	22.03
	Patio	Metal Frame Cover & Walls	26.04
	Patio	Screen or Plastic Walls	6.01
	Plastering	Inside	6.01
	Plastering	Outside	6.01
	Retaining Wall	Concrete or Masonry	32.05
	Reroofing (1 square = 100 square feet)	Built-up	244.44
	Reroofing (1 square = 100 sq. ft.)	Composition Shingles	228.40
	Reroofing (1 square = 100 sq. ft .)	Fiberglass Shingles	228.40
	Reroofing (1 square = 100 sq. ft .)	Asbestos Cement Shingles	542.96
	Reroofing (1 square = 100 sq. ft .)	Wood Shingles (Class C min)	542.96
	Reroofing (1 square = 100 sq. ft.)	Wood Shakes (Class C min)	542.96
	Reroofing (1 square = 100 sq. ft.)	Aluminum Shingles	819.45
	Reroofing (1 square = 100 sq. ft .)	Clay Tile	687.21
	Reroofing (1 square = 100 sq. ft.)	Concrete Tile	581.03
	Roof Structure Replacement		26.04
	Saunas (Steam)		16102.44
	Spa or Hot Tub ("Jacuzzi®")		13211.34

SAN DIEGO AREA CHAPTER INTERNATIONAL CODE COUNCIL
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BUILDING VALUATION MULTIPLIERS FOR 2023

Occ	Use	Type of Construction	Valuation
	Stairs		26.04
	Stone and Brick Veneer		16.03
	Storage Racks	per cubic feet	2.00
	Swimming Pool (per sf surface area)	Vinyl-lined	62.11
	Swimming Pool (per sf surface area)	Gunite	68.12
	Swimming Pool (per sf surface area)	Fiberglass	74.13
	Tenant Improvements	Medical offices, restaurants,	84.15
		hazardous 'h' occupancies	
	Tenant Improvements	Other such as stores & offices	60.48
	General Additions and Modifiers		
	Fire Sprinkler System		5.21
	Air Conditioning-Commercial		8.42
	Air Conditioning-Residential		7.01
	Fireplace-Concrete or masonry		6451.40
	Fireplace-prefabricated metal		4385.75
	Pile Foundations	Cast-in-place concrete piles	42.08
	Pile Foundations	Steel piles	104.18
	Alterations to Existing Structures		
	(with no additional Floor Area or Roof Cover)		
	Interior Partition		96.16
	Install Windows or Sliding Glass Doors		30.05
	Close Exterior Wall Opening		28.05

Occ	Use	Type of Construction	Valuation
	Shell Buildings		
B	Banks	'Type I or I B	237.22
	Banks	Type II A	174.70
	Banks	Type II B	169.89
	Banks	Type III A	192.34
	Banks	Type III B	185.93
	Banks	Type V A	174.70
	Banks	Type V B	168.30
B	Medical Offices	Type I or IB	192.34
	Medical Offices	Type II A	147.46
	Medical Offices	Type II B	141.05
	Medical Offices	Type III A	160.28
	Medical Offices	Type III B	149.06
	Medical Offices	Type V A	144.25
	Medical Offices	Type V B	139.44
B	Offices	Type I or IB	171.51
	Offices	Type II A	115.40
	Offices	Type II B	108.99
	Offices	Type III A	123.42
	Offices	Type III B	118.61
	Offices	Type V A	115.40
	Offices	Type V B	108.99
A-2	Restaurants	Type III A	157.08
	Restaurants	Type III B	150.67
	Restaurants	Type V A	142.65
	Restaurants	Type V B	137.84
	Stores	Type I or IB	131.44
	Stores	Type II A	80.14
	Stores	Type II B	78.54
	Stores	Type III A	97.77
	Stores	Type III B	92.97
	Stores	Type V A	83.35
	Stores	Type V B	76.94

CITY OF WILDOMAR

BUILDING COST STUDY SHEETS

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Permit Issuance Fee	100	3240	pmtiss	Building	PRM	TBD

Description of Service, Demand, Subsidy and Other Comments:

Permit Issuance Fee.

The Development Services Technician II is responsible for the intake of the permit application. This staff member collects payment and is responsible for data entry and routing of the information. The Development Services Technician is also responsible for the cl ose-out of the permit and proper filing of the documentation.

Personnel Costs

Position Title	Department	Billing Rate: Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Development Services Tech II	Building	$ 64.43	1.50	$96.65
			Total Burdened Personnel Costs per Unit of Service	$96.65

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$96.65
City-Wide General & Administrative* Rate @ 15.58%	$15.06
Total Service Cost / Unit	$111.70
Recommended Fee	$111.00
Recommended Fee Subsidy	$0.70
Current Fee Amount	New
Fee Increase/(Decrease)	$111.00
Annual Usage	150
Projected Annual Revenue Impact	$16,650.00

Perm 1

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Professional Development Fee	100	TBD	TRAIN	Building	PRM	train

Description of Service, Demand, Subsidy and Other Comments:

Professional Development Fee.

Assessed on each Permit Issued. Development Staff are required by law to have continual training in order to stay current with Codes and Guidelines.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
			Total Burdened Personnel Costs per Unit of Service	

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Training Budget	FY2023 Permit Applications	Unit Cost
Training/Conferences/Memberships Budgets for Building Divided By Permit Applications	$ 11,500.00	1841	$6.25
		Total Other Costs per Unit of Service	6.25

Total Service Direct Costs	$6.25
City-Wide General & Administrative* Rate @ 15.58%	$0.97
Total Service Cost / Unit	$7.22
Recommended Fee	$7.00
Recommended Fee Subsidy	$0.22
Current Fee Amount	New
Fee Increase/(Decrease)	$7.00
Annual Usage	1,755
Projected Annual Revenue Impact	$12,285.00

Perm 4

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Technology Fee	100	TBD	TECH	ALL	PRM	techno

Description of Service, Demand, Subsidy and Other Comments:

Technology Fee.

Assessed on each Permit Issued. Development Staff require updated hardware and software as well as subscription services in order to continue to review development applicaitons.

Position Title	Department		Number of Permits	Total Labor Cost per Unit of Service
Development Budget	$1,828,300	= 10.88%		
General Fund Budget	$16,802,800			
IT Budget	$344,000.00			
Development Portion of IT Budget	10.88% x $344,000 = $37,427.20			
			Total Burdened Personnel Costs per Unit of Service	

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Budget	Permits Applications	Unit Cost
Development Portion of IT Budget at 50% Recoupment	$ 18,713.60	1902	$9.84
		Total Other Costs per Unit of Service	9.84

Total Service Direct Costs	$9.84
City-Wide General & Administrative* Rate @ 15.58%	$1.53
Total Service Cost / Unit	$11.37
Recommended Fee	$11.00
Recommended Fee Subsidy	$0.37
Current Fee Amount	New
Fee Increase/(Decrease)	$11.00
Annual Usage	1,755
Projected Annual Revenue Impact	$19,305.00

Perm 5

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Permit Extension Fee	100	TBD	extend	BLD	PRM	techno

Description of Service, Demand, Subsidy and Other Comments:

Building Permit Extension Fee

Permits may expire after a period of inactivity. If an applicant wishes to extend the period without conducting any additional work they may submit a request to extend the permit validity. The request will be reviewed by the Chief Building Official who will determine whether it is approved or denied.

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Chief Building Official	Building	125.40	1.00	$125.40
			Total Burdened Personnel Costs per Unit of Service	$125.40

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Budget	Permits Applications	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$125.40
City-Wide General & Administrative* Rate @ 15.58%	$19.54
Total Service Cost / Unit	$144.94
Recommended Fee	$144.00
Recommended Fee Subsidy	$0.94
Current Fee Amount	New
Fee Increase/(Decrease)	$144.00
Annual Usage	1,755
Projected Annual Revenue Impact	$252,720.00

Perm 6

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Commercial - Light Standards	100	3240	bxxcls	Building	BXX	bxlite

Description of Service, Demand, Subsidy and Other Comments:

Commercial Light Standards. For 1-3 Lights. For each additional light over 3 add .15 hour of inspection.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	3.00	$285.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$342.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
Each Additional Light	$ 95.00	0.15	$14.25
		Total Material & Rental Costs per Unit of Service	14.25

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$356.75
City-Wide General & Administrative* Rate @ 15.58%	$55.58
Total Service Cost / Unit	$412.33
Recommended Fee	$412.00
Recommended Fee Subsidy	$0.33
Current Fee Amount	$671.67
Fee Increase/(Decrease)	($259.67)
Annual Usage	5
Projected Annual Revenue Impact	$2,060.00

Comm 6

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Demolition Permit	100	3240	bdemo	Building	BDE	bdemo

Description of Service, Demand, Subsidy and Other Comments:

This fee is for a Demolition Permit. The Development Services Tech is responsible for the intake of the permit application. This staff member collects payment and is responsible for data entry and routing of the information. The Permit Technician is also responsible for the close-out of the permit and proper filing of the documentation.

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. The Plans Examiner III reviews the plans to identify conflicts with building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
Development Services Tech II	Building	$ 64.43	1.50	$96.65
			Total Burdened Personnel Costs per Unit of Service	$249.15

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$249.15
City-Wide General & Administrative* Rate @ 15.58%	$38.82
Total Service Cost / Unit	$287.96
Recommended Fee	$287.00
Recommended Fee Subsidy	$0.96
Current Fee Amount	$278.00
Fee Increase/(Decrease)	$9.00
Annual Usage	3
Projected Annual Revenue Impact	$861.00

Demo 1

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Electrical Fixtures 1-3	100	3240	elefix	Building	BPC	TBD

Description of Service, Demand, Subsidy and Other Comments:

Building Permit for 1-3 Electrical Fixtures

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	New
Fee Increase/(Decrease)	$109.00
Annual Usage	150
Projected Annual Revenue Impact	$16,350.00

Elec 1

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Additional Electrical Fixture	100	3240	addfix	Building	BPC	TBD

Description of Service, Demand, Subsidy and Other Comments:

Additional Electrical Fixture Fee. Per Each Additional Fixture After First 3

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	0.05	$4.75
			Total Burdened Personnel Costs per Unit of Service	$4.75

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$4.75
City-Wide General & Administrative* Rate @ 15.58%	$0.74
Total Service Cost / Unit	$5.49
Recommended Fee	$5.00
Recommended Fee Subsidy	$0.49
Current Fee Amount	New
Fee Increase/(Decrease)	$5.00
Annual Usage	150
Projected Annual Revenue Impact	$750.00

Elec 2

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Residential Solar Photovoltaic	100	3240	belspv	Building	BEL	belspv

Description of Service, Demand, Subsidy and Other Comments:

Residential Solar Voltaic. This permit is for the installation of solar panels on residential housing generating less than 15,000 watts. For each kilowatt above 15kW an additional $15 is charged, as per the regulations regarding AB1414.

For Thermal Solar Voltaic systems, for each kilowatt thermal above 10kWth, an additional $15 is charged as per the regulations in AB1414.

The Development Services Technician I is responsible for the intake of the permit application. This staff member collects payment and is responsible for data entry and routing of the information. The Permit Technician is also responsible for the close-out of the permit and proper filing of the documentation.

The Plans Examiner III reviews the plans to identify conflicts with building code.The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. This fee is limited by the State.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	1.00	$115.00
Development Services Tech II	Building	$ 64.43	2.00	$128.86
			Total Burdened Personnel Costs per Unit of Service	$433.86

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
Plans Examiner III - Per Each kW Above 15kW	$115.00	0.13	$15.00
Plans Examiner III - Per Each kW Thermal Above 10kWth	$115.00	0.13	$15.00
		Total Material & Rental Costs per Unit of Service	As Needed

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$433.86
City-Wide General & Administrative* Rate @ 15.58%	$67.60
Total Service Cost / Unit	$501.46
Recommended Fee	$450.00
Recommended Fee Subsidy	$51.46
Current Fee Amount	$450.00
Fee Increase/(Decrease)	
Annual Usage	213
Projected Annual Revenue Impact	$95,850.00

Elec 3

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Commerical Solar Photovoltaic	100	3240	belspv	Building	BEL	belspv

Description of Service, Demand, Subsidy and Other Comments:

Commercial Solar Voltaic. This permit is for the installation of solar panels on Commercial/non-residential structures generating less than 50kilowatts. For each additional kilowatt between 51kW and 250kW an additional $7 is charged. For each kW above 250kW an additional $5 is charged as per the regulations in AB1414.

For Thermal Solar Voltaic systems, for each kilowatt thermal above 30kWth, an additional $7 is charged up to 261kWth. For each kilowatt thermal above 261kWth an additional $5 is charged as per the regulations in AB1414.

The Development Services Technician I is responsible for the intake of the permit application. This staff member collects payment and is responsible for data entry and routing of the information. The Permit Technician is also responsible for the close-out of the permit and proper filing of the documentation.

The Plans Examiner III reviews the plans to identify conflicts with building code. Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. This fee is limited by the State.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	4.00	$380.00
Plans Examiner III	Building	$ 115.00	3.00	$345.00
Development Services Tech II	Building	$ 64.43	4.00	$257.72
			Total Burdened Personnel Costs per Unit of Service	$982.72

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
Plans Examiner III - Per Each kW Between 51kW and 250kW	$ 115.00	0.06	$7.00
Plans Examiner III - Per Each kW Above 251kW	$ 115.00	0.04	$5.00
Plans Examiner III - Per Each kW Thermal Above 10kWth	$ 115.00	0.13	$15.00
		Total Material & Rental Costs per Unit of Service	As Needed

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$982.72
City-Wide General & Administrative* Rate @ 15.58%	$153.11
Total Service Cost / Unit	$1,135.83
Recommended Fee	$1,000.00
Recommended Fee Subsidy	$135.83
Current Fee Amount	New
Fee Increase/(Decrease)	$1,000.00
Annual Usage	213
Projected Annual Revenue Impact	$213,000.00

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Solar Battery Connections	100	3240	belbat	Building	BEL	belbat

Description of Service, Demand, Subsidy and Other Comments:

Solar Battery Connections. This permit is for the connections of batterie to solar panels

The Plans Examiner III reviews the plans to identify conflicts with building code.The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. This fee is limited by the State.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	0.50	$47.50
Plans Examiner III	Building	$ 115.00	0.25	$28.75
			Total Burdened Personnel Costs per Unit of Service	$76.25

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
Each Additional Battery	$95.00	0.20	$19.00
		Total Material & Rental Costs per Unit of Service	As Needed

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$76.25
City-Wide General & Administrative* Rate @ 15.58%	$11.88
Total Service Cost / Unit	$88.13
Recommended Fee	$88.00
Recommended Fee Subsidy	$0.13
Current Fee Amount	$450.00
Fee Increase/(Decrease)	($362.00)
Annual Usage	213
Projected Annual Revenue Impact	$18,744.00

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Appliance Permit - Under 1hp	100	3240	belral	Building	BEL	belrel

Description of Service, Demand, Subsidy and Other Comments:

Appliance Electrical Permit.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.25	$28.75
			Total Burdened Personnel Costs per Unit of Service	$123.75

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$123.75
City-Wide General & Administrative* Rate @ 15.58%	$19.28
Total Service Cost / Unit	$143.03
Recommended Fee	$143.00
Recommended Fee Subsidy	$0.03
Current Fee Amount	New
Fee Increase/(Decrease)	$143.00
Annual Usage	27
Projected Annual Revenue Impact	$3,861.00

Elec 6

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Meter Reset	100	3240	belcst	Building	BEL	belcst

Description of Service, Demand, Subsidy and Other Comments:

Electrical Permit - Safety/Meter Reset

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	$378.32
Fee Increase/(Decrease)	($269.32)
Annual Usage	5
Projected Annual Revenue Impact	$545.00

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Power Apparatus Less Than 100HP	100	3240	TBD	Building	BEL	TBD

Description of Service, Demand, Subsidy and Other Comments:

Power Apparatus Less Than 100HP

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	New
Fee Increase/(Decrease)	$176.00
Annual Usage	5
Projected Annual Revenue Impact	$880.00

Elec 8

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Power Apparatus More Than 100HP	100	3240	TBD	Building	BEL	TBD

Description of Service, Demand, Subsidy and Other Comments:

Power Apparatus More Than 100HP

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.75	$86.25
			Total Burdened Personnel Costs per Unit of Service	$181.25

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$181.25
City-Wide General & Administrative* Rate @ 15.58%	$28.24
Total Service Cost / Unit	$209.49
Recommended Fee	$209.00
Recommended Fee Subsidy	$0.49
Current Fee Amount	New
Fee Increase/(Decrease)	$209.00
Annual Usage	5
Projected Annual Revenue Impact	$1,045.00

Elec 9

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Temporary Electrical	100	3240	beltpr	Building	BEL	beltpr

Description of Service, Demand, Subsidy and Other Comments:

Temporary Electrical Permit.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. There is 1 main inspection for this permit.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	$278.00
Fee Increase/(Decrease)	($102.00)
Annual Usage	3
Projected Annual Revenue Impact	$528.00

Elec 10

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Electric Vehicle Charging Station Installation	100	3240	bldevc	Building	BEL	belevc

Description of Service, Demand, Subsidy and Other Comments:

Electric Vehicle Charging Station Installation.

The Development Services Technician is responsible for the intake of the permit application. This staff member collects payment and is responsible for data entry and routing of the information. The Permit Technician is also responsible for the close-out of the permit and proper filing of the documentation.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	1.00	$115.00
Development Services Tech II	Building	$ 64.43	1.50	$96.65
			Total Burdened Personnel Costs per Unit of Service	$401.65

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$401.65
City-Wide General & Administrative* Rate @ 15.58%	$62.58
Total Service Cost / Unit	$464.22
Recommended Fee	$450.00
Recommended Fee Subsidy	$14.22
Current Fee Amount	$450.00
Fee Increase/(Decrease)	
Annual Usage	1
Projected Annual Revenue Impact	$450.00

Elec 11

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Electrical Panel Upgrade	100	3240	belrsu	Building	BEL	belrsu

Description of Service, Demand, Subsidy and Other Comments:

Electrical Panel Upgrade.

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	$221.00
Fee Increase/(Decrease)	($112.00)
Annual Usage	34
Projected Annual Revenue Impact	$3,706.00

Elec 12

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Electric to Well	100	3240	belcel	Building	BEL	belcel

Description of Service, Demand, Subsidy and Other Comments:

Electric to Well.

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	$378.32
Fee Increase/(Decrease)	($269.32)
Annual Usage	5
Projected Annual Revenue Impact	$545.00

Elec 13

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Electric - Meter Pedestal - Tract	100	3240	belimp	Building	BEL	belimp

Description of Service, Demand, Subsidy and Other Comments:

Electric - Meter Pedestal - Tract

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	$378.32
Fee Increase/(Decrease)	($269.32)
Annual Usage	5
Projected Annual Revenue Impact	$545.00

Elec 14

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Temporary Power Pole	100	3240	beltpr	Building	BEL	beltpr

Description of Service, Demand, Subsidy and Other Comments:

Temporary Power Pole Permit.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. There is 1 main inspection for this permit.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	New
Fee Increase/(Decrease)	$176.00
Annual Usage	3
Projected Annual Revenue Impact	$528.00

Elec 15

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Miscellaneous Electrical Permit	100	3240	beltpr	Building	BEL	beltpr

Description of Service, Demand, Subsidy and Other Comments:

Miscellaneous Electrical Permit.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. There is 1 main inspection for this permit.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.25	$28.75
			Total Burdened Personnel Costs per Unit of Service	$123.75

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$123.75
City-Wide General & Administrative* Rate @ 15.58%	$19.28
Total Service Cost / Unit	$143.03
Recommended Fee	$143.00
Recommended Fee Subsidy	$0.03
Current Fee Amount	New
Fee Increase/(Decrease)	$143.00
Annual Usage	3
Projected Annual Revenue Impact	$429.00

Elec 16

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Up to 400 Amps for Single Family Residence	100	3240	belimp	Building	BEL	belimp

Description of Service, Demand, Subsidy and Other Comments:

UP to 400 Amps for Single Family Residence

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	New
Fee Increase/(Decrease)	$109.00
Annual Usage	5
Projected Annual Revenue Impact	$545.00

Elec 17

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Up to 400 Amps for Non-Single Family Residence	100	3240	belimp	Building	BEL	belimp

Description of Service, Demand, Subsidy and Other Comments:

UP to 400 Amps for Non-Single Family Residence

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	New
Fee Increase/(Decrease)	$109.00
Annual Usage	5
Projected Annual Revenue Impact	$545.00

Elec 18

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Up to 400 Amps for Non-Single Family Residence	100	3240	belimp	Building	BEL	belimp

Description of Service, Demand, Subsidy and Other Comments:

UP to 400 Amps for Non-Single Family Residence

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$247.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$247.50
City-Wide General & Administrative* Rate @ 15.58%	$38.56
Total Service Cost / Unit	$286.06
Recommended Fee	$286.00
Recommended Fee Subsidy	$0.06
Current Fee Amount	New
Fee Increase/(Decrease)	$286.00
Annual Usage	5
Projected Annual Revenue Impact	$1,430.00

Elec 19

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Furnace, Burners, Heaters, & Compressors	100	3240	bldcme	Building	BME	bldcme

Description of Service, Demand, Subsidy and Other Comments:

Furnace, Burners, Heaters, & Compressors.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$247.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$247.50
City-Wide General & Administrative* Rate @ 15.58%	$38.56
Total Service Cost / Unit	$286.06
Recommended Fee	$286.00
Recommended Fee Subsidy	$0.06
Current Fee Amount	New
Fee Increase/(Decrease)	$286.00
Annual Usage	21
Projected Annual Revenue Impact	$6,006.00

Mech 1

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Residential - Replace Water Heater - Like for Like	100	3240	brwhrl	Building	BME	brwhrl

Description of Service, Demand, Subsidy and Other Comments:

Residential - Replace Water Heater - Like for Like

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	$188.19
Fee Increase/(Decrease)	($12.19)
Annual Usage	21
Projected Annual Revenue Impact	$3,696.00

Mech 2

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Single Family HVAC	100	3240	brhvrl	Building	BME	brhvrl

Description of Service, Demand, Subsidy and Other Comments:

Single Family HVAC.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	$188.19
Fee Increase/(Decrease)	($12.19)
Annual Usage	21
Projected Annual Revenue Impact	$3,696.00

Mech 3

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Non-Single Family HVAC	100	3240	TBD	Building	BME	TBD

Description of Service, Demand, Subsidy and Other Comments:

Non-Single Family HVAC.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$247.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$247.50
City-Wide General & Administrative* Rate @ 15.58%	$38.56
Total Service Cost / Unit	$286.06
Recommended Fee	$286.00
Recommended Fee Subsidy	$0.06
Current Fee Amount	$188.19
Fee Increase/(Decrease)	$97.81
Annual Usage	21
Projected Annual Revenue Impact	$6,006.00

Mech 4

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Hood Served by Mechanical Exhaust	100	3240	TBD	Building	BME	TBD

Description of Service, Demand, Subsidy and Other Comments:

Hood Served by Mechanical Exhaust.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	New
Fee Increase/(Decrease)	$176.00
Annual Usage	21
Projected Annual Revenue Impact	$3,696.00

Mech 5

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Miscellaneous Mechanical Permit	100	3240	beltpr	Building	BEL	beltpr

Description of Service, Demand, Subsidy and Other Comments:

Miscellaneous Mechanical Permit.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. There is 1 main inspection for this permit.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.25	$28.75
			Total Burdened Personnel Costs per Unit of Service	$123.75

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$123.75
City-Wide General & Administrative* Rate @ 15.58%	$19.28
Total Service Cost / Unit	$143.03
Recommended Fee	$143.00
Recommended Fee Subsidy	$0.03
Current Fee Amount	New
Fee Increase/(Decrease)	$143.00
Annual Usage	3
Projected Annual Revenue Impact	$429.00

Mech 6

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Change of Tenancy w/ No Improvements	100	3240	bxxbct	Building	BXX	btctoo

Description of Service, Demand, Subsidy and Other Comments:

Change of Tenancy with No Improvements Being Made.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	$278.00
Fee Increase/(Decrease)	($102.00)
Annual Usage	5
Projected Annual Revenue Impact	$880.00

Misc 1

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Fences - Over 7 Feet Tall	100	3240	bxxfnc	Building	BXX	bxfosf

Description of Service, Demand, Subsidy and Other Comments:

This pemit is for the installation of Fences over 7 Feet High.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Associate Engineer reviews the plans to ensure the specifications meet engineering standards. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	1.00	$115.00
Associate Engineer	Public Works/Engineering	$ 93.45	1.00	$93.45
			Total Burdened Personnel Costs per Unit of Service	$398.45

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$398.45
City-Wide General & Administrative* Rate @ 15.58%	$62.08
Total Service Cost / Unit	$460.53
Recommended Fee	$460.00
Recommended Fee Subsidy	$0.53
Current Fee Amount	$568.00
Fee Increase/(Decrease)	($108.00)
Annual Usage	1
Projected Annual Revenue Impact	$460.00

Misc 2

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Re-Inspection Fee	100	3240	reinsp	Building	TBD	reins

Description of Service, Demand, Subsidy and Other Comments:

This is a Re-Inspection Fee for performing additional Inspections on permits that have already had previous inspections for the specified item. The fee is for a 1 Hour inspection. To be assessed as determined by the City Building Official.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Development Services Tech II	Building	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$127.22

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$127.22
City-Wide General & Administrative* Rate @ 15.58%	$19.82
Total Service Cost / Unit	$147.04
Recommended Fee	$147.00
Recommended Fee Subsidy	$0.04
Current Fee Amount	$153.00
Fee Increase/(Decrease)	($6.00)
Annual Usage	5
Projected Annual Revenue Impact	$735.00

Misc 3

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Miscellaneous Special or After Hours Inspection	100	3240	bldahi	Building	BSI	bhsife

Description of Service, Demand, Subsidy and Other Comments:

This fee is for a Special Inspection. It covers inspections done outside of normal work hours. There is a 4 hour minimum. The amount displayed is for 4 hours.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	4.00	$380.00
Development Services Tech II	Building	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$412.22

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$412.22
City-Wide General & Administrative* Rate @ 15.58%	$64.22
Total Service Cost / Unit	$476.44
Recommended Fee	$476.00
Recommended Fee Subsidy	$0.44
Current Fee Amount	$511.00
Fee Increase/(Decrease)	($35.00)
Annual Usage	2
Projected Annual Revenue Impact	$952.00

Misc 4

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Sign Permit	100	3240	bxxsin	Building	BSN	bnsign

Description of Service, Demand, Subsidy and Other Comments:

Sign Permit.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code. If there is any electrical work being done, an additional .5hr of inspection is required to check the work.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$247.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
Senior Building Inspector (If Electrical Work is Being Done)	$ 95.00	0.50	$47.50
		Total Material & Rental Costs per Unit of Service	If Needed

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$247.50
City-Wide General & Administrative* Rate @ 15.58%	$38.56
Total Service Cost / Unit	$286.06
Recommended Fee	$286.00
Recommended Fee Subsidy	$0.06
Current Fee Amount	$398.00
Fee Increase/(Decrease)	($112.00)
Annual Usage	5
Projected Annual Revenue Impact	$1,430.00

Misc 5

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Job Card Replacement	100	3240	bldrjc	Building	BXX	TBD

Description of Service, Demand, Subsidy and Other Comments:

This fee is for replacement of a lost or unusable job card. If a job card is missing it must be recreated. This requires the Development Services Technician to review the requirements of the permit and contact the Inspector. The Inspector must then check their records and review their notes pertaining the job. The job card will then have to be filled out again by staff.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	0.50	$47.50
Development Services Tech II	Building	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$79.72

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$79.72
City-Wide General & Administrative* Rate @ 15.58%	$12.42
Total Service Cost / Unit	$92.13
Recommended Fee	$92.00
Recommended Fee Subsidy	$0.13
Current Fee Amount	$93.00
Fee Increase/(Decrease)	($1.00)
Annual Usage	3
Projected Annual Revenue Impact	$276.00

Misc 6

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Approved Plan Revision	100	3240	bldapr	Building	BXX	TBD

Description of Service, Demand, Subsidy and Other Comments:

Approved Plan Revision.

This fee is for making revisions to a previously approved plan after the permit has been issued. The Development Services Technician is responsible for intake and cashiering. This staff member will also route the revisions through the departments. The Plans Examiner III checks the revised plans to ensure that they comply with the building code.

Personnel Costs

Position Title	Department	Billing Rate: Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Plans Examiner III	Building	$ 115.00	0.50	$57.50
Development Services Tech II	Building	$ 64.43	1.50	$96.65
			Total Burdened Personnel Costs per Unit of Service	$154.15

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$154.15
City-Wide General & Administrative* Rate @ 15.58%	$24.02
Total Service Cost / Unit	$178.16
Recommended Fee	$178.00
Recommended Fee Subsidy	$0.16
Current Fee Amount	$142.00
Fee Increase/(Decrease)	$36.00
Annual Usage	45
Projected Annual Revenue Impact	$8,010.00

Misc 7

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Miscellaneous Hourly Plan Review	100	3240	bldrev	Building	BXX	bxxpc

Description of Service, Demand, Subsidy and Other Comments:

Miscellaneous Hourly Plan Review. The Development Services Technician is responsible for the intake and routing of plans. The Plans Examiner III checks the plans to ensure that they comply with the building code.

The base fee is for 1 (one) hour. For each additional hour or portion thereof, an additional 1 hour of Plan Review time will be charged at the hourly rate of the Plans Examiner III, which is currently $115.00 per hour.

Personnel Costs

Position Title	Department	Billing Rate: Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Plans Examiner III	Building	$ 115.00	1.00	$115.00
Development Services Tech II	Building	$ 64.43	0.75	$48.32
			Total Burdened Personnel Costs per Unit of Service	$163.32

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
Plans Examiner III - For Each Additional Hour Required	$ 115.00	1	$115.00
		Total Material & Rental Costs per Unit of Service	If Needed

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$163.32
City-Wide General & Administrative* Rate @ 15.58%	$25.45
Total Service Cost / Unit	$188.77
Recommended Fee	$188.00
Recommended Fee Subsidy	$0.77
Current Fee Amount	$164.00
Fee Increase/(Decrease)	$24.00
Annual Usage	1
Projected Annual Revenue Impact	$188.00

Misc 8

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Certificate of Occupancy Issuance Fee	100	3240	bldcoi	Building	BXX	TBD

Description of Service, Demand, Subsidy and Other Comments:

Certificate of Occupancy Issuance Fee.

This fee covers the final multidepartmental review and issuance of a Certificate of Occupancy. The Development Services Technician is responsible for the intake and preparation of the documentation as well as routing it through the various departments. The Chief Building Official reviews the documentation and checks with staff to verify the satisfactory completion of the building code requirements. The Senior Engineer reviews the project for stormwater and engineering compliance and signs off for the engineering department. The Senior Planner reviews the Certificate of Occupancy on behalf of Planning and issues the final sign-off for the Planning department. Once all involved departments have signed off on the Certificate of Occupancy, the Development Services Technician contacts the applicant and distributes the final Certificate.

Personnel Costs

Position Title	Department	Billing Rate: Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Chief Building Official	Building	$ 125.40	0.50	$62.70
Development Services Tech II	Building	$ 64.43	1.00	$64.43
Senior Engineer	Public Works/Engineering	$ 105.28	0.10	$10.53
Senior Planner	Planning	$ 97.43	0.10	$9.74
			Total Burdened Personnel Costs per Unit of Service	$147.40

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$147.40
City-Wide General & Administrative* Rate @ 15.58%	$22.97
Total Service Cost / Unit	$170.37
Recommended Fee	$170.00
Recommended Fee Subsidy	$0.37
Current Fee Amount	$177.00
Fee Increase/(Decrease)	($7.00)
Annual Usage	15
Projected Annual Revenue Impact	$2,550.00

Misc 7

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Tract Site Review	100	3240	bldtsr	Building	BRS	TBD

Description of Service, Demand, Subsidy and Other Comments:

This fee is for a Site Review of Tract Homes.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections to ensure compliance with the building code. They inspect the grading at the specific location of the structure for building com pliance. The Senior Planner reviews the plans for proper setbacks, zoning, and elevations.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Senior Planner	Planning	$ 97.43	1.00	$97.43
Building Inspector II	Building	$ 95.00	1.50	$142.50
Plans Examiner III	Building	$ 115.00	1.00	$115.00
			Total Burdened Personnel Costs per Unit of Service	$354.93

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$354.93
City-Wide General & Administrative* Rate @ 15.58%	$55.30
Total Service Cost / Unit	$410.23
Recommended Fee	$410.00
Recommended Fee Subsidy	$0.23
Current Fee Amount	$493.00
Fee Increase/(Decrease)	($83.00)
Annual Usage	2
Projected Annual Revenue Impact	$820.00

Misc 10

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Flag Pole	100	3240	bldflg	Building	BXX	bldflg

Description of Service, Demand, Subsidy and Other Comments:

Miscellaneous - Flag Pole

The Plans Examiner III reviews the plans to identify conflicts with building code. The Senior Planner checks to ensure that the pole meets City Municipal Code. The Building Inspector conducts onsite inspections to ensure compliance with the building code. They inspect the grading at the specific location of the structure for building compliance.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Senior Planner	Planning	$ 97.43	0.10	$9.74
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$257.24

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$257.24
City-Wide General & Administrative* Rate @ 15.58%	$40.08
Total Service Cost / Unit	$297.32
Recommended Fee	$297.00
Recommended Fee Subsidy	$0.32
Current Fee Amount	$295.80
Fee Increase/(Decrease)	$1.20
Annual Usage	2
Projected Annual Revenue Impact	$594.00

Misc 10

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Plumbing Fixtures 1-3	100	3240	plbfix	Building	BPC	TBD

Description of Service, Demand, Subsidy and Other Comments:

Building Permit for 1-3 Plumbing Fixtures

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	New
Fee Increase/(Decrease)	$109.00
Annual Usage	150
Projected Annual Revenue Impact	$16,350.00

Plumb 1

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Additional Plumbing Fixture	100	3240	addfix	Building	BPC	TBD

Description of Service, Demand, Subsidy and Other Comments:

Additional Plumbing Fixture Fee. Per Each Additional Fixture After First 3

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	0.05	$4.75
			Total Burdened Personnel Costs per Unit of Service	$4.75

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$4.75
City-Wide General & Administrative* Rate @ 15.58%	$0.74
Total Service Cost / Unit	$5.49
Recommended Fee	$5.00
Recommended Fee Subsidy	$0.49
Current Fee Amount	New
Fee Increase/(Decrease)	$5.00
Annual Usage	150
Projected Annual Revenue Impact	$750.00

Plumb 2

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Grease Interceptor	100	3240	bldgre	Building	BPL	bldgre

Description of Service, Demand, Subsidy and Other Comments:

Grease Interceptor.

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	New
Fee Increase/(Decrease)	$109.00
Annual Usage	2
Projected Annual Revenue Impact	$218.00

Plumb 3

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Gas System Fixtures 1-3	100	3240	bldgas	Building	BPL	bldgas

Description of Service, Demand, Subsidy and Other Comments:

Gas System Permit. For 1-3 Fixtures.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.10	$11.50
			Total Burdened Personnel Costs per Unit of Service	$106.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$106.50
City-Wide General & Administrative* Rate @ 15.58%	$16.59
Total Service Cost / Unit	$123.09
Recommended Fee	$123.00
Recommended Fee Subsidy	$0.09
Current Fee Amount	New
Fee Increase/(Decrease)	$123.00
Annual Usage	2
Projected Annual Revenue Impact	$246.00

Plumb 4

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Additional Gas Fixture	100	3240	addfix	Building	BPC	TBD

Description of Service, Demand, Subsidy and Other Comments:

Additional Plumbing Fixture Fee. Per Each Additional Fixture After First 3

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	0.10	$9.50
			Total Burdened Personnel Costs per Unit of Service	$9.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$9.50
City-Wide General & Administrative* Rate @ 15.58%	$1.48
Total Service Cost / Unit	$10.98
Recommended Fee	$10.00
Recommended Fee Subsidy	$0.98
Current Fee Amount	New
Fee Increase/(Decrease)	$10.00
Annual Usage	150
Projected Annual Revenue Impact	$1,500.00

Plumb 5

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Single Family Piping/Re-Piping	100	3240	sfdpip	Building	BPL	bldpip

Description of Service, Demand, Subsidy and Other Comments:

Piping/Re-Piping for Single Family Residential.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	New
Fee Increase/(Decrease)	$176.00
Annual Usage	2
Projected Annual Revenue Impact	$352.00

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Multi-Family Dwelling Unit Piping/Re-Piping	100	3240	mfrpip	Building	BPL	bldpip

Description of Service, Demand, Subsidy and Other Comments:

Piping/Re-Piping for Multi-Family per Dwelling Unit. Each Additional Unit add .5hr of Inspection Time

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description		Cost Each	Quantity Required	Unit Cost
Building Inspector II	Each Additional Unit	$ 95.00	0.50	$47.50
			Total Material & Rental Costs per Unit of Service	As Needed

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	New
Fee Increase/(Decrease)	$109.00
Annual Usage	2
Projected Annual Revenue Impact	$218.00

Plumb 7

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Water Heater	100	3240	brwhrl	Building	BPL	brwhrl

Description of Service, Demand, Subsidy and Other Comments:

Water Heater.

The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
			Total Burdened Personnel Costs per Unit of Service	$95.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$95.00
City-Wide General & Administrative* Rate @ 15.58%	$14.80
Total Service Cost / Unit	$109.80
Recommended Fee	$109.00
Recommended Fee Subsidy	$0.80
Current Fee Amount	$188.19
Fee Increase/(Decrease)	($79.19)
Annual Usage	2
Projected Annual Revenue Impact	$218.00

Plumb 8

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Solar Water Heating System	100	3240	slrwtr	Building	BPL	slrwtr

Description of Service, Demand, Subsidy and Other Comments:

Solar Water Heating System.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	New
Fee Increase/(Decrease)	$176.00
Annual Usage	11
Projected Annual Revenue Impact	$1,936.00

Plumb 9

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Sewer/Septic/Repair	100	3240	bldswr	Building	BPL	bldswr

Description of Service, Demand, Subsidy and Other Comments:

Sewer/Septic/Repair.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	New
Fee Increase/(Decrease)	$176.00
Annual Usage	11
Projected Annual Revenue Impact	$1,936.00

Plumb 10

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Miscellaneous Plumbing Permit	100	3240	plmisc	Building	BPL	plmisc

Description of Service, Demand, Subsidy and Other Comments:

Miscellaneous Plumbing Permit.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.25	$28.75
			Total Burdened Personnel Costs per Unit of Service	$123.75

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$123.75
City-Wide General & Administrative* Rate @ 15.58%	$19.28
Total Service Cost / Unit	$143.03
Recommended Fee	$143.00
Recommended Fee Subsidy	$0.03
Current Fee Amount	New
Fee Increase/(Decrease)	$143.00
Annual Usage	3
Projected Annual Revenue Impact	$429.00

Plumb 11

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Permanent Foundation to Existing Manufactured Home	100	3240	bmrpfe	Building	BMR	bmrpfe

Description of Service, Demand, Subsidy and Other Comments:

Permit for a Permanent Foundation added to an Existing Manufactured Home.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.50	$237.50
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$295.00

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$295.00
City-Wide General & Administrative* Rate @ 15.58%	$45.96
Total Service Cost / Unit	$340.96
Recommended Fee	$340.00
Recommended Fee Subsidy	$0.96
Current Fee Amount	$457.00
Fee Increase/(Decrease)	($117.00)
Annual Usage	25
Projected Annual Revenue Impact	$8,500.00

Res 6

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Residential - Above Ground Spa	100	3240	bspspa	Building	BSP	bsrags

Description of Service, Demand, Subsidy and Other Comments:

Permit for the installation of an Above-Ground Spa at a Residential Building.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code, as well as checking any electrical work.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	2.00	$190.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$247.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$247.50
City-Wide General & Administrative* Rate @ 15.58%	$38.56
Total Service Cost / Unit	$286.06
Recommended Fee	$286.00
Recommended Fee Subsidy	$0.06
Current Fee Amount	$398.00
Fee Increase/(Decrease)	($112.00)
Annual Usage	1
Projected Annual Revenue Impact	$286.00

Res 10

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Residential - In Ground Spa	100	3240	bsrigs	Building	BSP	bsrigs

Description of Service, Demand, Subsidy and Other Comments:

Permit for the installation of an In-Ground Spa at a Residential Building.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code as well as checking any electrical work.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	4.00	$380.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$437.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$437.50
City-Wide General & Administrative* Rate @ 15.58%	$68.16
Total Service Cost / Unit	$505.66
Recommended Fee	$505.00
Recommended Fee Subsidy	$0.66
Current Fee Amount	$636.00
Fee Increase/(Decrease)	($131.00)
Annual Usage	1
Projected Annual Revenue Impact	$505.00

Res 11

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Residential Swimming Pool	100	3240	bsprsp	Building	BSP	bldwks

Description of Service, Demand, Subsidy and Other Comments:

Permit for the installation of a Swimming Pool on a Residential Property.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

If one or more additional features are being installed in conjunction with the pool, an additional .5hr of Inspection and .5hr of Plan Review is required. These features include installations such as firepits, grills, fireplaces, etc.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	4.00	$380.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$437.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
Building Inspector II - If Additional Features are Present	$ 95.00	0.50	$47.50
Plans Examiner III - If Additional Features are Present	$ 115.00	0.50	$57.50
		Total Material & Rental Costs per Unit of Service	If Needed

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$437.50
City-Wide General & Administrative* Rate @ 15.58%	$68.16
Total Service Cost / Unit	$505.66
Recommended Fee	$505.00
Recommended Fee Subsidy	$0.66
Current Fee Amount	$636.00
Fee Increase/(Decrease)	($131.00)
Annual Usage	53
Projected Annual Revenue Impact	$26,765.00

Res 12

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	String	Fee Code	Department	Permit Type	Permit Code
Residential Retrofit Windows	100	3240	bldwin	Building	BAR	bldwin

Description of Service, Demand, Subsidy and Other Comments:

Permit for the Retrofitting of Residential Windows.

The Plans Examiner III reviews the plans to identify conflicts with building code. The Building Inspector conducts onsite inspections at various intervals to ensure compliance with the building code.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
Building Inspector II	Building	$ 95.00	1.00	$95.00
Plans Examiner III	Building	$ 115.00	0.50	$57.50
			Total Burdened Personnel Costs per Unit of Service	$152.50

Additional/Supplemental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$152.50
City-Wide General & Administrative* Rate @ 15.58%	$23.76
Total Service Cost / Unit	$176.26
Recommended Fee	$176.00
Recommended Fee Subsidy	$0.26
Current Fee Amount	$253.06
Fee Increase/(Decrease)	($77.06)
Annual Usage	53
Projected Annual Revenue Impact	$9,328.00

Res 13

Classification	Rate
Development Services Technician II	$ 64.43
Senior Engineer	$105.28
Senior Planner	$ 97.43
Associate Engineer	$ 93.45
Chief Building Official	$125.40
Plans Examiner III (consultant)	$115.00
Building Inspector II (consultant)	$ 95.00

Note: Staff Rates include 10% Department Overhead (City Staff)

15.58% Applied on Individual Fee Sheets

CITY OF WILDOMAR

PUBLIC WORKS & ENGINEERING FEES

November 8th, 2023

2023 Public Works/Engineering Proposed Fee Schedule

Fee	Unit Type	Current Initial Deposit	Total Cost	Proposed Fee
Alley/Street Vacations/Quitclaims	APPLICATION	$5,000	$6,739.01	$6,739.00
Bond Reduction/Exoneration/Substitution	REQUEST	In Improvements Deposit	$1,111.03	$1,111.00
CC&R Review	PROJECT	In Improvements Deposit	$7,236.53	$7,236.00
Certificate of Correction	APPLICATION	$5,000	$2,587.24	$2,587.00
Cell Site (Small) on City Owned Poles Up to 5	APPLICATION	$500	$894.41	No Change
Cell Site (Small) on City Owned Poles (each additional pole over 5)	APPLICATION	$100	$100.00	No Change
CFD (Maintenance Services) Annexation - Small Project	APPLICATION			
Staff Costs		In Improvements Deposit	$2,933.51	$2,933.00
Consultant Fees (pass-through)		Per Consultant Fees	Per Consultant Fees	Per Consultant Fees
CFD (Maintenance Services) Annexation - Large Project	APPLICATION			
Staff Costs		In Improvements Deposit	$3,685.99	$3,685.00
Consultant Fees (pass-through)		Per Consultant Fees	Per Consultant Fees	Per Consultant Fees
CFD (Facilities Acquisition) Formation	APPLICATION			
Staff Costs		In Improvements Deposit	$8,016.50	$8,016.00
Consultant Fees (pass-through)		Per Consultant Fees	Per Consultant Fees	Per Consultant Fees
City Attorney Review (Misc) (per hour)	PROJECT	In Improvements Deposit	$496.99	$496.00
Credit/Reimbursement Agreement (TUMF/DIF)	APPLICATION	In Improvements Deposit	$8,125.94	$8,125.00
Drainage/Hydrology Study (small, project boundary < 1 acre)	APPLICATION	In Grading Deposit	$1,840.24	$1,840.00
Drainage/Hydrology Study (medium, project boundary 1-5 acres)	APPLICATION	In Grading Deposit	$2,936.95	$2,936.00
Drainage/Hydrology Study (large, project boundary > 5 acres)	APPLICATION	In Grading Deposit	$4,640.47	$4,640.00
Easement/ROW Dedication	APPLICATION	$5,000	$4,575.50	$4,575.00
Encroachment Permit - Development Project	PERMIT	See Improvement Inspections	See Improvement Inspections	See Improvement Inspections
Encroachment Permit - Non-Development Related (one day)	PERMIT	$443	$443.51	No Change
Encroachment Permit Inspection (additional days)	DAY	$97	Varies	No Change
Encroachment Permit Inspection (overtime - 4 hour minimum)	HOUR	$97	Varies	No Change
Fault Trench Plan and Permit	APPLICATION	$500	$1,440.76	$1,440.00
Fault Hazard Investigation and Report Review	PROJECT	Per Consultant Fees	$5,148.60	$5,148.00
Grading - Commercial/Industrial	APPLICATION	$5,000	$6,074.92	$6,074.00
Grading - Rough/Mass (Disturbed Area < 5 Acres)	APPLICATION	$5,600	$5,890.47	$5,890.00
Grading - Rough/Mass (Disturbed Area >= 5 Acres)	APPLICATION	$5,600	$8,965.62	$8,965.00
Grading - Precise Plan Check (SFR, Disturbed Area < 1 acre)	APPLICATION	$2,300	$3,291.48	$3,291.00
Grading - Precise Plan Check (SFR, Disturbed Area >= 1 acre)	APPLICATION	$2,300	$4,906.95	$4,906.00
Grading - Precise Plan Check - Tracts (1-10 lots)	APPLICATION	$500 Per Lot	$2,727.79	$2,727.00
Grading - Precise Plan Check - Tracts (additional lots)	LOT	$500 Per Lot	$117.15	$117.00
Grading - Presice, Cash Bond/Security (deposit) (SFR, Disturbed Area < 1 acre)	PERMIT	$2,500	$2,500.00	$2,500.00
Grading - Presice, Cash Bond/Security (deposit) (SFR, Disturbed Area >= 1 acre)	PERMIT	25% of Eng. Estimate	10% of Eng. Estimate	10% of Eng. Estimate
Grading - Stockpile/Borrow Site Plan	APPLICATION	$5,500	$3,130.43	$3,130.00
Haul Permit (one day only)	PERMIT	$369	$369.59	No Change
Haul Permit Inspection (additional days)	DAY	$50	$50.00	No Change
Improvement Plan Check (Minimum Fee)	APPLICATION	$2,000	$4,885.42	$4,885.00
Improvement Plan Check				
Small (up to $250,000)	APPLICATION	$2000 Minimum Varies (2%-6.5% of Valuation)	$5000 minimum 3% of Eng. Estimate	$5000 minimum 3% of Eng. Estimate
Medium ($250,001 to $750,000)	APPLICATION	$2000 Minimum Varies (2%-6.5% of Valuation)	$6,250 minimum 2.5% of Eng. Estimate	$6,250 minimum 2.5% of Eng. Estimate
Large ($750,001 or greater)	APPLICATION	$2000 Minimum Varies (2%-6.5% of Valuation)	$15,000 minimum 2% of Eng. Estimate	$15,000 minimum 2% of Eng. Estimate
Landscape/Streetscape	APPLICATION	In Improvements Deposit	$4,288.77	$4,288.00
Lot Line Adjustment, Parcel Merger, & Certificate of Compliance	APPLICATION	$5,500	$5,817.84	$5,817.00
Misc. Engineering Services	APPLICATION	No Direct Comparison	$1,331.12	$1,331.00
Parcel Map Plan Check	APPLICATION	$12,500	$12,077.48	$12,077.00
Plan Check Revision (per sheet) (excluding technical report changes)	APPLICATION	In Improvements Deposit	$1,331.12	$1,331.00
Plan Check Revision (per sheet) (with technical report changes)	SHEET	In Improvements Deposit	$1,757.00	$1,757.00
Project Close Out	APPLICATION	1% of Eng. Estimate	$5080.97 minimum 1% of Eng. Estimate	$5080 minimum 1% of Eng. Estimate
Record of Survey	APPLICATION	$5,000	$5,068.98	$5,068.00
Soils/Geotechnical Report Review	APPLICATION	In Grading deposit	$2,266.12	$2,266.00
Special Work	HOUR	No Change	$150.11	$150.00
Tract Map Plan Check (1-10 lots)	APPLICATION	$12,500 (any number of lots)	$13,259.89	$13,259.00
Tract Map Plan Check (additional lots)	LOT	No Direct Comparison	$188.39	$188.00
Traffic Control Plan Review (1-5 sheets, 40' scale max)	APPLICATION	In Improvements Deposit (any number of sheets)	$3,659.72	$3,659.00
Traffic Control Plan Review (extra sheets)	SHEET	No Direct Comparison	$640.97	$640.00
Traffic Study Review (memo/scoping)	APPLICATION	No Direct Comparison	$2,409.43	$2,409.00
Traffic Study Review (site specific)	APPLICATION	No Direct Comparison	$2,127.56	$2,127.00
Traffic Study Review (regional)	APPLICATION	No Direct Comparison	$4,332.14	$4,332.00
Transportation Permit	PERMIT	$16	$193.32	No Change
Wireless Communications Pole Installation (new)	APPLICATION	$1,000	$1,299.04	No Change

2023 Public Works/Engineering Proposed Fee Schedule

Fee	Unit Type	Current Initial Deposit	Total Cost	Proposed Fee
WQMP Review	APPLICATION	$2,500	$4,885.42	$4,885.00
Inspection Fees				
Improvement Inspection				
Small (up to $250,000)	PERMIT	3% of Valuation	$5000 minimum 5% of Eng. Estimate	$5000 minimum 5% of Eng. Estimate
Medium ($250,001 to $750,000)	PERMIT	3% of Valuation	$10,000 minimum 4% of Eng. Estimate	$10,000 minimum 4% of Eng. Estimate
Large ($750,001 or greater)	PERMIT	3% of Valuation	$15,000 minimum 3% of Eng. Estimate	$15,000 minimum 3% of Eng. Estimate
Grading Inspection				
Grading - Stockpile/Borrow Site Inspection	PERMIT	In Plan Check Deposit	$7500 minimum 4% of Eng. Estimate	$7500 minimum 4% of Eng. Estimate
Grading - Rough/Mass Inspection	PERMIT	In Plan Check Deposit	$7500 minimum 4% of Eng. Estimate	$7500 minimum 4% of Eng. Estimate
Grading - Commercial/Industrial Inspection	PERMIT	In Plan Check Deposit	$7500 minimum 4% of Eng. Estimate	$7500 minimum 4% of Eng. Estimate
Grading - Precise Inspection (SFR, Disturbed Area < 1 acre)	PERMIT	In Plan Check Deposit	$869.51 minimum 4% of Eng. Estimate	$869 minimum 4% of Eng. Estimate
Grading - Precise Inspection (SFR, Disturbed Area >= 1 acre)	PERMIT	In Plan Check Deposit	$1490.58 minimum 4% of Eng. Estimate	$1490 minimum 4% of Eng. Estimate
Grading - Precise Inspection - Tracts (per lot)	LOT	In Plan Check Deposit	$207.03	$207.00

Note: Fees are based on 3 Plan Checks and Approval of plans/reports. For each additional plan check beyond the third plan check, a fee equal to 25% of the original fee will be due.

CITY OF WILDOMAR

PUBLIC WORKS & ENGINEERING COST STUDY SHEETS

	Rate	Time				Total Cost	Proposed Fee
		PC1	PC2	PC3	Total		
Alley/Street Vacations/Quitclaims						**$6,739.01**	**$6,739.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	4	2	1	7	$851.76	
Surveyor (consultant)	$177.99	8	4	2	14	$2,491.90	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
City Attorney	$496.99	3	1.5	1	5.5	$2,733.47	
Bond Reduction/Exoneration/Substitution						**$1,111.03**	**$1,111.00**
Engineering Technician II	$83.82	3	1.5	1	5.5	$461.01	
Senior Engineer	$121.68	2	1	1	4	$486.72	
Principal Engineer/City Engineer	$163.30	0.5	0.25	0.25	1	$163.30	
CC&R Review						**$7,236.53**	**$7,236.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	4	2	1	7	$851.76	
Senior Planner	$112.61	8	4	2	14	$1,576.54	
City Attorney	$496.99	5	2.5	1.5	9	$4,472.95	
Certificate of Correction						**$2,587.24**	**$2,587.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	2	1	1	4	$486.72	
Surveyor (consultant)	$177.99	5	2.5	1.5	9	$1,601.94	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	1	$163.30	
CFD (Maintenance Services) Annexation - Small Project						**$2,933.51**	**$2,933.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	6	3	1.5	10.5	$1,277.64	
CFD Consultant	Pass-Through - Varies Based on Consultant Costs					Varies	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
City Attorney	$496.99	1	0.5	0.5	2	$993.99	
CFD (Maintenance Services) Annexation - Large Project						**$3,685.99**	**$3,685.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	8	4	2	14	$1,703.52	
CFD Consultant	Pass-Through - Varies Based on Consultant Costs					Varies	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
City Attorney	$496.99	1	0.5	0.5	2	$993.99	
CFD (Facilities Acquisition) Formation						**$8,016.50**	**$8,016.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	16	8	4	28	$3,407.04	
CFD Consultant	Pass-Through - Varies Based on Consultant Costs					Varies	
Principal Engineer/City Engineer	$163.30	8	4	2	14	$2,286.20	
City Attorney	$496.99	2	1	1	4	$1,987.98	
City Attorney Review (Misc) (per hour)						**$496.99**	**$496.00**
City Attorney	$496.99	1		0	1	$496.99	
Credit/Reimbursement Agreement (TUMF/DIF)						**$8,125.94**	**$8,125.00**
Engineering Technician II	$83.82	4	2	1	7	$586.74	
Senior Engineer	$121.68	16	8	4	28	$3,407.04	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
City Attorney	$496.99	4	2	1	7	$3,478.96	
Drainage/Hydrology Study *(small, project boundary < 1 acre)*						**$1,840.24**	**$1,840.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	4	2	1	7	$851.76	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
Drainage/Hydrology Study *(medium, project boundary 1-5 acres)*						**$2,936.95**	**$2,936.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	8	4	2	14	$1,703.52	
Principal Engineer/City Engineer	$163.30	3	1.5	1	5.5	$898.15	
Drainage/Hydrology Study *(large, project boundary > 5 acres)*						**$4,640.47**	**$4,640.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	16	8	4	28	$3,407.04	
Principal Engineer/City Engineer	$163.30	3	1.5	1	5.5	$898.15	
Easement/ROW Dedication						**$4,575.50**	**$4,575.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	5	2.5	1.5	9	$1,095.12	
Surveyor (consultant)	$177.99	8	4	2	14	$2,491.90	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
Fault Trench Plan and Permit						**$1,440.76**	**$1,440.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	2	1	1	4	$486.72	
PW Inspector II	$82.81	3	1.5	1	5.5	$455.46	
Principal Engineer/City Engineer	$163.30	0.5	0.25	0.25	1	$163.30	
Fault Hazard Investigation and Report Review						**$5,148.60**	**$5,148.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	2	1	1	4	$486.72	
Consultant Geotechnical Engineer	$4,000.00	Average				$4,000.00	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
Grading - Commercial/Industrial						**$6,074.92**	**$6,074.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	16	8	4	28	$3,407.04	
Senior Planner	$112.61	6	3	1.5	10.5	$1,182.41	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
City Attorney	$496.99	0.5	0.25	0.25	1	$496.99	

	Rate	Time				Total Cost	Proposed Fee
		PC1	PC2	PC3	Total		
Grading - Rough/Mass *(Disturbed Area < 5 Acres)*						**$5,890.47**	**$5,890.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	12	6	3	21	$2,555.28	
Senior Planner	$112.61	4	2	1	7	$788.27	
Principal Engineer/City Engineer	$163.30	6	3	1.5	10.5	$1,714.65	
City Attorney	$496.99	0.5	0.25	0.25	1	$496.99	
Grading - Rough/Mass *(Disturbed Area >= 5 Acres)*						**$8,965.62**	**$8,965.00**
Engineering Technician II	$83.82	3	1.5	1	5.5	$461.01	
Senior Engineer	$121.68	24	12	6	42	$5,110.56	
Senior Planner	$112.61	6	3	1.5	10.5	$1,182.41	
Principal Engineer/City Engineer	$163.30	6	3	1.5	10.5	$1,714.65	
City Attorney	$496.99	0.5	0.25	0.25	1	$496.99	
Grading - Precise Plan Check (SFR, Disturbed Area < 1 acre)						**$3,291.48**	**$3,291.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	6	3	1.5	10.5	$1,277.64	
Senior Planner	$112.61	2	1	1	4	$450.44	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
Fire Marshal	$104.53	3	1.5	1	5.5	$574.92	
Grading - Precise Inspection (SFR, Disturbed Area < 1 acre)						**$869.51**	**$869.00**
PW Inspector II	$82.81	10.5			10.5	$869.51	
Grading - Precise Plan Check (SFR, Disturbed Area >= 1 acre)						**$4,906.95**	**$4,906.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	12	6	3	21	$2,555.28	
Senior Planner	$112.61	4	2	1	7	$788.27	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
Fire Marshal	$104.53	3	1.5	1	5.5	$574.92	
Grading - Precise Inspection (SFR, Disturbed Area >= 1 acre)						**$1,490.58**	**$1,490.00**
PW Inspector II	$82.81	18			18	$1,490.58	
Grading - Precise Plan Check - Tracts (1-10 lots)						**$2,727.79**	**$2,727.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	6	3	1.5	10.5	$1,277.64	
Senior Planner	$112.61	4	2	1	7	$788.27	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
Grading - Precise Plan Check - Tracts (additional lots)						**$117.15**	**$117.00**
Senior Engineer	$121.68	0.25	0.125	0.125	0.5	$60.84	
Senior Planner	$112.61	0.25	0.125	0.125	0.5	$56.31	
Grading - Precise Inspection - Tracts (per lot)						**$207.03**	**$207.00**
PW Inspector II	$82.81	2.5			2.5	$207.03	
Grading - Stockpile/Borrow Site Plan						**$3,130.43**	**$3,130.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	6	3	1.5	10.5	$1,277.64	
Senior Planner	$112.61	3	1.5	1	5.5	$619.36	
Principal Engineer/City Engineer	$163.30	3	1.5	1	5.5	$898.15	
Improvement Plan Check *(Minimum Fee)*						**$4,885.42**	**$4,885.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	16	8	4	28	$3,407.04	
Principal Engineer/City Engineer	$163.30	4	2	1	7	$1,143.10	
Improvement Plan Check						**Varies**	**Valuation**
By Valuation					0	$0.00	$0.00
Landscape/Streetscape						**$4,288.77**	**$4,288.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	6	3	1.5	10.5	$1,277.64	
Landscape Architect (consultant)	$144.48	8	4	2	14	$2,022.65	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
Lot Line Adjustment, Parcel Merger, & Certificate of Compliance						**$5,817.84**	**$5,817.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	5	2.5	1.5	9	$1,095.12	
Senior Planner	$112.61	3	1.5	1	5.5	$619.36	
Surveyor (consultant)	$177.99	10	5	2.5	17.5	$3,114.88	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
Misc. Engineering Services						**$1,331.12**	**$1,331.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	3	1.5	1	5.5	$669.24	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
Parcel Map Plan Check						**$12,077.48**	**$12,077.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	10	5	2.5	17.5	$2,129.40	
Surveyor (consultant)	$177.99	24	12	6	42	$7,475.71	
Principal Engineer/City Engineer	$163.30	4	2	1	7	$1,143.10	
City Attorney	$496.99	1	0.5	0.5	2	$993.99	
Plan Check Revision (per sheet) (excluding technical report changes)						**$1,331.12**	**$1,331.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	3	1.5	1	5.5	$669.24	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
Plan Check Revision (per sheet) (with technical report changes)						**$1,757.00**	**$1,757.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	5	2.5	1.5	9	$1,095.12	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	

	Rate	Time				Total Cost	Proposed Fee
		PC1	PC2	PC3	Total		
Project Close Out (minimum)						**$5,080.97**	**$5,080.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	12	6	3	21	$2,555.28	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
GIS Technician (consultant)	$109.80	8	4	2	14	$1,537.21	
Record of Survey						**$5,068.98**	**$5,068.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	3	1.5	1	5.5	$669.24	
Surveyor (consultant)	$177.99	12	6	3	21	$3,737.86	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
Soils/Geotechnical Report Review						**$2,266.12**	**$2,266.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	6	3	1.5	10.5	$1,277.64	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
Tract Map Plan Check (1-10 lots)						**$13,259.89**	**$13,259.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	10	5	2.5	17.5	$2,129.40	
Senior Planner	$112.61	6	3	1.5	10.5	$1,182.41	
Surveyor (consultant)	$177.99	24	12	6	42	$7,475.71	
Principal Engineer/City Engineer	$163.30	4	2	1	7	$1,143.10	
City Attorney	$496.99	1	0.5	0.5	2	$993.99	
Tract Map Plan Check (additional lots)						**$188.39**	**$188.00**
Engineering Technician II	$83.82	0	0	0	0	$0.00	
Senior Engineer	$121.68	0.25			0.25	$30.42	
Senior Planner	$112.61	0.25			0.25	$28.15	
Surveyor (consultant)	$177.99	0.5			0.5	$89.00	
Principal Engineer/City Engineer	$163.30	0.25			0.25	$40.83	
Traffic Control Plan Review (1-5 sheets, 40' scale max)						**$3,659.72**	**$3,659.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	3	1.5	1	5.5	$669.24	
Traffic Engineer (consultant)	$177.99	8	4	2	14	$2,491.90	
Principal Engineer/City Engineer	$163.30	0.5	0.25	0.25	1	$163.30	
Traffic Control Plan Review (extra sheets)						**$640.97**	**$640.00**
Engineering Technician II	$83.82	0	0	0	0	$0.00	
Senior Engineer	$121.68	0.5	0.25	0.25	1	$121.68	
Traffic Engineer (consultant)	$177.99	1	0.5	0.5	2	$355.99	
Principal Engineer/City Engineer	$163.30	0.5	0.25	0.25	1	$163.30	
Traffic Study Review (memo/scoping)						**$2,409.43**	**$2,409.00**
Engineering Technician II	$83.82	1	0.5	0.5	2	$167.64	
Senior Engineer	$121.68	3	1.5	1	5.5	$669.24	
Traffic Engineer (consultant)	$177.99	4	2	1	7	$1,245.95	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
Traffic Study Review (site specific)						**$2,127.56**	**$2,127.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	2	1	1	4	$486.72	
Traffic Engineer (consultant)	$177.99	3	1.5	1	5.5	$978.96	
Principal Engineer/City Engineer	$163.30	1	0.5	0.5	2	$326.60	
Traffic Study Review (regional)						**$4,332.14**	**$4,332.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	4	2	1	7	$851.76	
Traffic Engineer (consultant)	$177.99	8	4	2	14	$2,491.90	
Principal Engineer/City Engineer	$163.30	2	1	1	4	$653.20	
WQMP Review						**$4,885.42**	**$4,885.00**
Engineering Technician II	$83.82	2	1	1	4	$335.28	
Senior Engineer	$121.68	16	8	4	28	$3,407.04	
Principal Engineer/City Engineer	$163.30	4	2	1	7	$1,143.10	

Classification	Rate
Engineering Technician II	$ 83.82
Principal Engineer/City Engineer	$ 163.30
Senior Engineer	$ 121.68
PW Inspector II	$ 82.81
City Attorney	$ 496.99
Senior Planner	$ 112.61
Fire Marshal	$ 104.53
GIS Technician (consultant)	$ 109.80
Traffic Engineer (consultant)	$ 177.99
Surveyor (consultant)	$ 177.99
Landscape Architect (consultant)	$ 144.48

Note: Rates include 15.58% General Admin (Consultants) and 10% Department Overhead (City Staff)

CITY OF WILDOMAR

PROPOSED PLANNING FEES

November 8th, 2023

2023 Proposed Planning Fee Schedule

Note: Fees are based on 2-3 Plan Checks and Approval of plans/reports. For each additional plan check a fee equal to 25% of the original fee will be due.

	Unit Type	Current Fee - Initial Deposit	Total Cost	Proposed Fixed Fee
ZONING/DEVELOPMENT APPLICATIONS				
Additional Legal Review - For Each 10 hours Above Normal Hours Stipulated in Fee	REVIEW	N/A	$4,969.94	$4,969.00
Appeals (All Application Types)	APPLICATION	$964.00	$986.07	$964.00
CEQA Administration (All Dev Projects)	APPLICATION	$8,500 - $10,000	$10,362.14	$10,362.00
Cannabis Regulatory Fee - Fixed Fee	APPLICATION	$71,308	$71,308	No Change
Cannabis Applications:				
Local License	APPLICATION	$20,000.00	$10,230.66	$10,000.00
Conditional Use Permit	APPLICATION	$20,000.00	$20,948.46	$20,000.00
Development Agreement	APPLICATION	$12,000.00	$20,615.31	$20,000.00
Local License Renewal	APPLICATION	$10,000.00	$9,337.16	$9,000.00
Change of Zone / Zoning Ordinance Amendment	ANNUAL	$9,500.00	$12,914.35	$12,914.00
Conditional Use Permit (CUP)	APPLICATION	$9,500.00	$22,446.82	$22,446.00
Revised Conditional Use Permit (CUP) 50% of Original Application Fee	APPLICATION	$9,500.00	$11,223.41	$11,223.00
Development Agreement (DA)	APPLICATION	$5,000.00	$22,561.64	$22,561.00
Extension of Time (All Application types)	APPLICATION	$4,500.00	$5,167.27	$5,167.00
General Plan Amendment (GPA)	APPLICATION	$8,500.00	$19,900.30	$19,900.00
LAFCO Application (Private Developer Projects)	APPLICATION	$5,000.00	$31,517.65	$31,517.00
Landscape Plan Check (Post Entitlement Phase)	APPLICATION	$3,500.00	$4,737.98	$4,737.00
Plot Plans (Requiring a Public Hearing)	APPLICATION	$5,000.00	$22,446.82	$22,446.00
Revised Plot Plans - 50% of Original Application Fee	APPLICATION	$5,000.00	$11,223.41	$11,223.00
Plot Plans (Staff Administrative Review)	APPLICATION	$5,000.00	$13,728.23	$13,728.00
SB35 Plot Plans	APPLICATION	$5,000.00	$26,628.23	$26,628.00
Pre-Application Review (PAR)	APPLICATION	$3,500.00	$5,270.83	$5,270.00
Public Use Permit (PUP)	APPLICATION	$7,500.00	$16,651.76	$16,651.00
Revised Public Use Permit - 50% of Original Application Fee	APPLICATION	$7,500.00	$8,325.88	$8,325.00
Setback Adjustment (Administrative Review)	APPLICATION	$500.00	$1,197.58	$1,197.00
Specific Plan Document (SP)	APPLICATION	$20,000.00	$64,252.96	$64,252.00
Specific Plan Amendment (SPA)	APPLICATION	$10,000.00	$36,739.92	$36,739.00
Substantial Conformance	APPLICATION	$4,000.00	$6,865.58	$6,865.00
Variance (VAR) All Types	APPLICATION	$3,500.00	$11,100.90	$11,100.00
Temporary Use or Temporary Event Permit	APPLICATION	$100 - $725	$100 - $725	No Change
Zoning Compliance Letter	APPLICATION	$500.00	$479.20	$479.00
Technology Fee	APPLICATION	New	$11.19	$11.00

SUBDIVISION APPLICATIONS

Extension of Time (All Subdivision Maps)	APPLICATION	**$4,500.00**	**$5,120.45**	**$5,120.00**
Amendment to Final Map (All Types)	APPLICATION	**$3,500.00**	**$6,721.90**	**$6,721.00**
Minor Change (All Map Types)	APPLICATION	**$4,500.00**	**$6,721.90**	**$6,721.00**
Tentative Parcel Maps (All Types)	APPLICATION	**$8,500.00**	**$19,101.08**	**$19,101.00**
Tentative Parcel Maps (All Types) - 50% of Original Application Fee	APPLICATION	**$8,500.00**	**$9,550.54**	**$9,550.00**
Tentative Tract Maps (All Types)	APPLICATION	**$10,000.00**	**$23,083.88**	**$23,083.00**
Tentative Tract Maps (All Types) - 50% of Original Application Fee	APPLICATION	**$10,000.00**	**$11,541.94**	**$11,541.00**

CITY OF WILDOMAR

PLANNING FEE COST STUDY SHEETS

PR = Project Review	Bill Rate	Project Review Hours				Total Cost
PLANNING / DEVELOPMENT APPLICATIONS		PR1	PR2	PR3	Total	
Additional Legal Review - Review Above Normal Hours Stipulated in Fee						**$4,969.94**
General Admin Rate	15.58%	$669.94			$669.94	$669.94
City Attorney	$430.00	10			10	$4,300.00
Appeals (All Application Types)		**PR1**	**PR2**	**PR3**	**Total**	**$986.07**
Community Development Director	$211.51	2			2	$423.02
Senior Planner	$112.61	5			5	$563.05
CEQA Administration (All Dev Projects)		**PR1**	**PR2**	**PR3**	**Total**	**$10,362.14**
Community Development Director	$211.51	38			38	$8,037.38
Senior Planner	$112.61	12			12	$1,351.32
Senior Engineer	$121.68	8			8	$973.44
ND/MND/EIR Document Preparation Cost is based on Consultant/City Attorney Scope of Work (Varies By Project)						
Change of Zone / Zoning Ordinance Amendment		**PR1**	**PR2**	**PR3**	**Total**	**$12,914.35**
Community Development Director	$211.51	10	5		15	$3,172.65
Senior Planner	$112.61	20	10		30	$3,378.30
Assistant Planner	$84.66	5	5		10	$846.60
Senior Engineer	$121.68	10			10	$1,216.80
City Attorney	$430.00	5	5		10	$4,300.00
Cannabis Applications - Local License		**PR1**	**PR2**	**PR3**	**Total**	**$10,230.66**
Community Development Director	$211.51	5	5		10	$2,115.10
Senior Planner	$112.61	5	5		10	$1,126.10
Assistant Planner	$84.66	2			2	$169.32
Fire Marshal - Contract	$104.53	2			2	$209.06
City Attorney	$430.00	5	5		10	$4,300.00
Public Works Director	$186.54	5			5	$932.70
Economic Development Director	$183.64	2			2	$367.28
Chief Building Official	$144.94	5			5	$724.70
Finance Manager	$143.20	2			2	$286.40
Cannabis Applications - Conditional Use Permit		**PR1**	**PR2**	**PR3**	**Total**	**$20,948.46**
Community Development Director	$211.51	5	5		10	$2,115.10
Principal Design Consultant	$260.00	10	5		15	$3,900.00
Senior Planner	$112.61	15	15		30	$3,378.30
Assistant Planner	$84.66	5	5		10	$846.60
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	5	5		10	$1,216.80
Senior Traffic Engineering Consultant	$177.99	10	5		15	$2,669.90
Senior Engineering Consultant	$177.99	5	5		10	$1,779.93
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	10	5		15	$2,167.13
Cannabis Applications - Development Agreement		**PR1**	**PR2**	**PR3**	**Total**	**$20,615.31**
Community Development Director	$211.51	10	10		20	$4,230.20
Senior Planner	$112.61	10	5		15	$1,689.15
Assistant Planner	$84.66	5	5		10	$846.60
City Attorney	$430.00	15	15		30	$12,900.00
Public Works Director	$186.54	2			2	$373.08
Chief Building Official	$144.94	2			2	$289.88
Finance Manager	$143.20	2			2	$286.40
Cannabis Applications -Local License Renewal		**PR1**	**PR2**	**PR3**	**Total**	**$9,337.16**
Community Development Director	$211.51	5	5		10	$2,115.10
Senior Planner	$112.61	5	5		10	$1,126.10
Assistant Planner	$84.66	5	5		10	$846.60
City Attorney	$430.00	5	5		10	$4,300.00
Public Works Director	$186.54	2			2	$373.08
Chief Building Official	$144.94	2			2	$289.88
Finance Manager	$143.20	2			2	$286.40

Conditional Use Permit (CUP)		PR1	PR2	PR3	Total	$22,446.82
Community Development Director	$211.51	5	5		10	$2,115.10
Principal Design Consultant	$260.00	10	5		15	$3,900.00
Senior Planner	$112.61	15	15		30	$3,378.30
Assistant Planner	$84.66	5	5		10	$846.60
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	10	5		15	$1,825.20
Senior Traffic Engineering Consultant	$177.99	10	5		15	$2,669.90
Senior Engineering Consultant	$177.99	10	5		15	$2,669.90
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	10	5		15	$2,167.13
Development Agreement (Non-Cannabis)		**PR1**	**PR2**	**PR3**	**Total**	**$22,561.64**
Community Development Director	$211.51	20	10		30	$6,345.30
Senior Planner	$112.61	5	5		10	$1,126.10
City Attorney	$430.00	20	10		30	$12,900.00
Senior Engineer	$121.68	10	8		18	$2,190.24
Extension of Time (All Application types)		**PR1**	**PR2**	**PR3**	**Total**	**$5,167.27**
Community Development Director	$211.51	5			5	$1,057.55
Senior Planner	$112.61	12			12	$1,351.32
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	5			5	$608.40
General Plan Amendment (GPA)		**PR1**	**PR2**	**PR3**	**Total**	**$19,900.30**
Community Development Director	$211.51	15	10		25	$5,287.75
Senior Planner	$112.61	30	15		45	$5,067.45
Assistant Planner	$84.66	10	5		15	$1,269.90
Senior Engineer	$121.68	10	5		15	$1,825.20
City Attorney	$430.00	10	5		15	$6,450.00
LAFCO Application (Private Developer Projects)		**PR1**	**PR2**	**PR3**	**Total**	**$31,517.65**
Community Development Director	$211.51	25	15		40	$8,460.40
Senior Planner	$112.61	15	10		25	$2,815.25
Senior Engineer	$121.68	15	10		25	$3,042.00
City Attorney	$430.00	25	15		40	$17,200.00

Landscape Plan Check (Post Entitlement Phase)		PR1	PR2	PR3	Total	$4,737.98
Senior Planner	$112.61	5	5		10	$1,126.10
Landscape Architect Consultant	$144.48	15	10		25	$3,611.88
Plot Plans (Requiring a Public Hearing)		**PR1**	**PR2**	**PR3**	**Total**	**$22,446.82**
Community Development Director	$211.51	5	5		10	$2,115.10
Principal Design Consultant	$260.00	10	5		15	$3,900.00
Senior Planner	$112.61	15	15		30	$3,378.30
Assistant Planner	$84.66	5	5		10	$846.60
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	10	5		15	$1,825.20
Senior Traffic Engineering Consultant	$177.99	10	5		15	$2,669.90
Senior Engineering Consultant	$177.99	10	5		15	$2,669.90
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	10	5		15	$2,167.13
Plot Plans (Staff Administrative Review)		**PR1**	**PR2**	**PR3**	**Total**	**$13,728.23**
Community Development Director	$211.51	5	5		10	$2,115.10
Principal Design Consultant	$260.00	5	5		10	$2,600.00
Senior Planner	$112.61	15	10		25	$2,815.25
Assistant Planner	$84.66	5			5	$423.30
Senior Engineer	$121.68	10	5		15	$1,825.20
Senior Engineering Consultant	$177.99	5	5		10	$1,779.93
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	5	5		10	$1,444.75
SB35 Plot Plans		**PR1**	**PR2**	**PR3**	**Total**	**$26,628.23**
Community Development Director	$211.51	5	5		10	$2,115.10
Principal Design Consultant	$260.00	5	5		10	$2,600.00
Senior Planner	$112.61	15	10		25	$2,815.25
Assistant Planner	$84.66	5			5	$423.30
Senior Engineer	$121.68	10	5		15	$1,825.20
City Attorney	$430.00	20	10		30	$12,900.00
Senior Engineering Consultant	$177.99	5	5		10	$1,779.93
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	5	5		10	$1,444.75
Pre-Application Review (PAR)		**PR1**	**PR2**	**PR3**	**Total**	**$5,270.83**
Community Development Director	$211.51	5			5	$1,057.55
Senior Planner	$112.61	10			10	$1,126.10
Assistant Planner	$84.66	5			5	$423.30
Senior Engineer	$121.68	10			10	$1,216.80
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	5			5	$722.38

Public Use Permit (PUP)		**PR1**	**PR2**	**PR3**	**Total**	**$16,651.76**
Community Development Director	$211.51	5	4		9	$1,903.59
Senior Planner	$112.61	20	15		35	$3,941.35
Assistant Planner	$84.66	10	5		15	$1,269.90
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	10	5		15	$1,825.20
Senior Traffic Engineering Consultant	$177.99	10	5		15	$2,669.90
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	10	5		15	$2,167.13
Setback Adjustment (Administrative Review)		**PR1**	**PR2**	**PR3**	**Total**	**$1,197.58**
Community Development Director	$211.51	3			3	$634.53
Senior Planner	$112.61	5			5	$563.05
Specific Plan Document (SP)		**PR1**	**PR2**	**PR3**	**Total**	**$64,252.96**
Community Development Director	$211.51	20	10	10	40	$8,460.40
Principal Design Consultant	$260.00	10	10	10	30	$7,800.00
Senior Planner	$112.61	35	15	10	60	$6,756.60
Assistant Planner	$84.66	10	5	5	20	$1,693.20
City Attorney	$430.00	10	10		20	$8,600.00
Senior Engineer	$121.68	35	15	10	60	$7,300.80
Senior Traffic Engineering Consultant	$177.99	20	10	10	40	$7,119.73
Senior Engineering Consultant	$177.99	20	10	10	40	$7,119.73
Chief Building Official	$144.94	15	10		25	$3,623.50
Landscape Architect Consultant	$144.48	20	15	5	40	$5,779.00
Specific Plan Amendment (SPA)		**PR1**	**PR2**	**PR3**	**Total**	**$36,739.92**
Community Development Director	$211.51	10	5		15	$3,172.65
Principal Design Consultant	$260.00	10	10		20	$5,200.00
Senior Planner	$112.61	30	15		45	$5,067.45
Assistant Planner	$84.66	10	10		20	$1,693.20
City Attorney	$430.00	10	5		15	$6,450.00
Senior Engineer	$121.68	30	15		45	$5,475.60
Senior Traffic Engineering Consultant	$177.99	10	5		15	$2,669.90
Senior Engineering Consultant	$177.99	10	5		15	$2,669.90
Chief Building Official	$144.94	10	5		15	$2,174.10
Landscape Architect Consultant	$144.48	10	5		15	$2,167.13

Substantial Conformance (All Application Types)		**PR1**	**PR2**	**PR3**	**Total**	**$6,865.58**
Community Development Director	$211.51	5			5	$1,057.55
Senior Planner	$112.61	10	5		15	$1,689.15
Assistant Planner	$84.66	5	5		10	$846.60
Senior Engineer	$121.68	10	5		15	$1,825.20
Chief Building Official	$144.94	5			5	$724.70
Landscape Architect Consultant	$144.48	5			5	$722.38
Technology Fee		**Building**	**Planning**	**Engineering**	**Total**	**$11.19**
FY2023 Permits		1841	41	20	1902	
Development Budget	$1,828,300	10.88%				
General Fund Budget	$16,802800					
IT Budget	$344,000.00	$37,427.20	Development Portion of IT			
		$37,427.20 x 50% Recoupment			=$9.84	With Admin 15.58% = $11.19
		1,902 Permits				
Variance (VAR) All Types		**PR1**	**PR2**	**PR3**	**Total**	**$11,100.90**
Community Development Director	$211.51	10			10	$2,115.10
Senior Planner	$112.61	20			20	$2,252.20
Senior Engineer	$121.68	20			20	$2,433.60
City Attorney	$430.00	10			10	$4,300.00
Temporary Use or Temporary Event Permit (TUP/TEP)						
Wildomar Resident (private property or city park)	$100.00					
Non-Profit Organization (w/ Wildomar Address (private property or city park)	$150.00					
Wildomar Commercial Business(private property or city park)	$200.00					
Applicant's from Outside City Limits (private property)	$661.00					
Applicant's from Outside City Limits (city park)	$725.00					
Zoning Compliance Letter		**PR1**	**PR2**	**PR3**	**Total**	**$479.20**
Senior Planner	$112.61	2			2	$225.22
Assistant Planner	$84.66	3			3	$253.98

SUBDIVISION APPLICATIONS

Extension of Time (All Subdivision Maps)		PR1	PR2	PR3	Total	**$5,120.45**
Community Development Director	$211.51	5			5	$1,057.55
Senior Planner	$112.61	10			10	$1,126.10
City Attorney	$430.00	4			4	$1,720.00
Senior Engineer	$121.68	10			10	$1,216.80
Amendment to Final Map (All Types)		PR1	PR2	PR3	Total	**$6,721.90**
Community Development Director	$211.51	5			5	$1,057.55
Senior Planner	$112.61	15			15	$1,689.15
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	15			15	$1,825.20
Minor Change (All Map Types)		PR1	PR2	PR3	Total	**$6,721.90**
Community Development Director	$211.51	5			5	$1,057.55
Senior Planner	$112.61	15			15	$1,689.15
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	15			15	$1,825.20
Tentative Parcel Maps (All Types)		PR1	PR2	PR3	Total	**$19,101.08**
Community Development Director	$211.51	8	5		13	$2,749.63
Senior Planner	$112.61	20	15		35	$3,941.35
Assistant Planner	$84.66	10	5		15	$1,269.90
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	20	10		30	$3,650.40
Senior Traffic Engineering Consultant	$177.99	10	5		15	$2,669.90
Senior Engineering Consultant	$177.99	10	5		15	$2,669.90
Tentative Tract Maps (All Types)		PR1	PR2	PR3	Total	**$23,083.88**
Community Development Director	$211.51	10	5		15	$3,172.65
Senior Planner	$112.61	20	15	5	40	$4,504.40
Assistant Planner	$84.66	10	5		15	$1,269.90
City Attorney	$430.00	5			5	$2,150.00
Senior Engineer	$121.68	20	15	5	40	$4,867.20
Senior Traffic Engineering Consultant	$177.99	10	5	5	20	$3,559.86
Senior Engineering Consultant	$177.99	10	5	5	20	$3,559.86

	Includes 15.58% General Admin & 10% Department Overhead
Assistant Planner	$ 84.66
Associate Planner	$ 103.62
Senior Planner	$ 112.61
Principal Design Consultant	$ 260.00
Community Development Director	$ 211.51
Engineering Technician II	$ 83.82
Associate Engineer	$ 108.01
Fire Marshal - Contract	$ 104.53
Senior Engineer	$ 121.68
Economic Development Director	$ 183.64
Principal Engineer/City Engineer	$ 163.30
City Attorney	$ 430.00
Public Works Director	$ 186.54
Senior Engineering Consultant	$ 177.99
Senior Traffic Engineering Consultant	$ 177.99
Finance Manager	$ 143.20
Chief Building Official	$ 144.94
Landscape Architect Consultant	$ 144.48

CITY OF WILDOMAR

FIRE PREVENTION FEES

November 8th, 2023

City of Wildomar Proposed Fire Prevention Fees

Fee	Fee Description	Unit	Notes	Full Cost	Proposed Fee
1	Residential Tract Development Verification	Per Approved Permit Application		$ 260.93	$ 260.00
2	STD 850 Fire Safety Inspection Request	Per Inspection	New Facilities	$ 260.93	$ 260.00
3	Annual Fire Safety Inspection			$ 260.93	$ 260.00
4	School Fire Safety Inspection	Per Inspection	Both Public and Private Schools	$1,006.62	$ 1,006.00
5	Building Permit - New: <50,000 Square Feet			$1,043.85	$ 1,043.00
6	Building Permit - New: Additional 50,000 Square Feet	For Each Additional 50,000sqft or Portion Thereof	Will Be Assessed in Addition to the <50,000 sqft Fee	$ 708.31	$ 708.00
7	Building Permit (Tenant Improvement): <5,000 Square Feet			$ 428.70	$ 428.00
8	Building Permit (Tenant Improvement): >5,000 Square Feet			$ 820.16	$ 820.00
9	Underground Water System		Commercial - Underground Systems	$ 764.24	$ 764.00
10	Fire Sprinkler (New Building): 100 Heads or Less		Commercial	$ 708.31	$ 708.00
11	Fire Sprinkler (New Building): Over 100 per Riser		Commercial	$ 987.93	$ 987.00
12	Fire Sprinkler (Tenant Improvement): <20 Heads		Commercial	$ 372.77	$ 372.00
13	Fire Sprinkler (Tenant Improvement): 21-100 Heads		Commercial	$ 484.62	$ 484.00
14	Fire Sprinkler (Tenant Improvement): Over 100 per Riser		Commercial	$ 876.08	$ 876.00
15	Residential Fire Sprinkler			$ 372.77	$ 372.00
16	Fire Sprinkler Monitoring			$ 484.62	$ 484.00
17	Fire Alarm System: 1-10 Devices		Commercial	$ 708.31	$ 708.00
18	Fire Alarm System: 11-20 Devices		Commercial	$ 987.93	$ 987.00
19	Fire Alarm System: 20< Devices		Commercial	$1,267.55	$ 1,267.00
20	Fire Suppression Systems		Commercial/Industrial	$ 484.62	$ 484.00
21	Fuel Tank	Both Above Ground & Underground		$ 596.47	$ 596.00
22	Fuel Tank - Each Additional	Both Above Ground & Underground		$ 260.93	$ 260.00
23	High Pile or Rack Storage			$ 428.70	$ 428.00
24	Special Event - Plan Review			$ 134.19	$ 134.00
25	Special Event - Plan Review with Inspection			$ 357.88	$ 357.00
26	Technical Report Review			$ 596.47	$ 596.00
27	Special Inspection	Hourly Rate	2 Hour Minimum	$ 294.51	$ 294.00
28	Single Family Site Plan (Non-Tract)	Per Lot, Excludes Tract Development		$ 316.85	$ 316.00
29	After Hours Inspections	Hourly Rate	2 Hour Minimum	$ 111.85	$ 111.00
30	Other Permits & Inspections	Hourly Rate	2 Hour Minimum	$ 260.93	$ 260.00
31	R-1 Occupancy: <25 Units	State Mandated Annual Inspections	i.e. Hotels, Motels	$ 335.54	$ 335.00
32	R-1 Occupancy: 26-50 Units	State Mandated Annual Inspections	i.e. Hotels, Motels	$ 413.83	$ 413.00
33	R-1 Occupancy: 51-75 Units	State Mandated Annual Inspections	i.e. Hotels, Motels	$ 503.31	$ 503.00
34	R-1 Occupancy: 76-100 Units	State Mandated Annual Inspections	i.e. Hotels, Motels	$ 592.79	$ 592.00
35	R-1 Occupancy: >100 Units	State Mandated Annual Inspections	i.e. Hotels, Motels	$ 671.08	$ 671.00
36	R-2 Occupancy - Apartments and Licensed Care Facilities: 0-50 Units	State Mandated Annual Inspections		$ 363.50	$ 363.50
37	R-2 Occupancy - Apartments and Care Facilities 51-99 Units	State Mandated Annual Inspections		$ 503.31	$ 503.00
38	R-2 Occupancy - Aaprtments and Care Facilities: 100-150 Units	State Mandated Annual Inspections		$ 643.12	$ 643.00
39	R-2 Occupancy - Apartments and Care Facilities: More Than 151 Units	State Mandated Annual Inspections		$ 782.93	$ 782.00
40	R-3 - Large Family Day Care	State Mandated Annual Inspections		$ 167.77	$ 167.00
41	I-4 Occupancy - Day Care Fac Comm 0-50	State Mandated Annual Inspections		$ 111.85	$ 111.00
42	I-4 Occupancy - Day Care Fac Comm 51-100	State Mandated Annual Inspections		$ 167.77	$ 167.00
43	I-4 Occupancy - Day Care Fac Comm 101-150	State Mandated Annual Inspections		$ 223.69	$ 223.00
44	I-4 Occupancy - Day Care Fac Comm >150	State Mandated Annual Inspections		$ 279.62	$ 279.00

Fees Include Initial Review and 1 Resubmittal or Reinspection

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Residential Tract Development Verification	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Residential Tract Development Verification - Per Approved Permit Application. The Fire Marshal will review plans for conformance with applicable laws and safety codes related to water tract verification in residential housing. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Check	Fire Department	$ 96.77	1.00	$96.77
Fire Marshal Inspection	Fire Department	$ 96.77	1.00	$96.77
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$225.76

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$225.76
General & Administrative* Rate @ 15.58%	$35.17
Total Service Cost / Unit	$260.93
Recommended Fee	$260.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$127.00
Fee Increase/(Decrease)	$133.00
Annual Usage	1
Projected Annual Revenue Impact	$260.00

Fee 1

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
STD 850 Fire Safety Inspection Request	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Safety Inspection Request - In accordance with Building Standard 850 - Fee is Per Inspection. This standard applies to new facilities. The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of state mandated requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	0.50	$48.39
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$225.76

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$225.76
General & Administrative* Rate @ 15.58%	$35.17
Total Service Cost / Unit	$260.93
Recommended Fee	$260.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$213.00
Fee Increase/(Decrease)	$47.00
Annual Usage	1
Projected Annual Revenue Impact	$260.00

Fee 2

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Annual Fire Safety Inspection	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual Fire Safety Inspection -The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Check	Fire Department	$ 96.77	0.50	$48.39
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$225.76

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$225.76
General & Administrative* Rate @ 15.58%	$35.17
Total Service Cost / Unit	$260.93
Recommended Fee	$260.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$126.00
Fee Increase/(Decrease)	$134.00
Annual Usage	10
Projected Annual Revenue Impact	$2,600.00

Fee 3

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
School Fire Safety Inspection	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

School Fire Safety Inspection - Per Inspection - Includes both Public and Private Schools. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. Fees Include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	9.00	$870.93
			Total Burdened Personnel Costs per Unit of Service	$870.93

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$870.93
General & Administrative* Rate @ 15.58%	$135.69
Total Service Cost / Unit	$1,006.62
Recommended Fee	$1,006.00
Recommended Fee Subsidy	$0.62
Current Fee Amount	$756.00
Fee Increase/(Decrease)	$250.00
Annual Usage	3
Projected Annual Revenue Impact	$3,018.00

Fee 4

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Building Permit - New: <50,000 Square Feet	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Building Permit - New: Less than 50,000 square feet - Commercial. Includeds both inspection and plan review. The Fire Marshal will review plans for conformance with applicable laws and safety codes regarding building permits for structures under 50,000 square feet. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	4.00	$387.08
Fire Marshal Inspection	Fire Department	$ 96.77	5.00	$483.85
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$903.15

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$903.15
General & Administrative* Rate @ 15.58%	$140.71
Total Service Cost / Unit	$1,043.85
Recommended Fee	$1,043.00
Recommended Fee Subsidy	$0.85
Current Fee Amount	$839.00
Fee Increase/(Decrease)	$204.00
Annual Usage	1
Projected Annual Revenue Impact	$1,043.00

Fee 5

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Building Permit - New: Additional 50,000 Square Feet	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Building Permit - New: Additional 50,000 square feet - Commercial. For new buildings over 50,000 square feet, this is for each additional 50,000 square feet of portion thereof over the initial 50,000 feet. Includes both inspection and plan review. The Fire Marshal will review plans for conformance with applicable laws and safety codes regarding building permits for structures measuring over 50,000 square feet. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	2.00	$193.54
Fire Marshal Inspection	Fire Department	$ 96.77	4.00	$387.08
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$612.84

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$612.84
General & Administrative* Rate @ 15.58%	$95.48
Total Service Cost / Unit	$708.31
Recommended Fee	$708.00
Recommended Fee Subsidy	$0.31
Current Fee Amount	$565.00
Fee Increase/(Decrease)	$143.00
Annual Usage	1
Projected Annual Revenue Impact	$708.00

Fee 6

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Building Permit (Tenant Improvement): <5,000 Square Feet	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Building Permit (Tenant Improvement): Less than 5,000 square feet - Commercial. Includes both inspection and plan review. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to tenant improvement building permits for structures less than 5,000 square feet. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.50	$145.16
Fire Marshal Inspection	Fire Department	$ 96.77	2.00	$193.54
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$370.91

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$370.91
General & Administrative* Rate @ 15.58%	$57.79
Total Service Cost / Unit	$428.70
Recommended Fee	$428.00
Recommended Fee Subsidy	$0.70
Current Fee Amount	$350.00
Fee Increase/(Decrease)	$78.00
Annual Usage	10
Projected Annual Revenue Impact	$4,280.00

Fee 7

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Building Permit (Tenant Improvement): >5,000 Square Feet	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Building Permit (Tenant Improvement): More than 5,000 square feet - Commercial. Includes both inspection and plan review. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to building permits for structures measuring more than 5,000 square feet. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	3.00	$290.31
Fire Marshal Inspection	Fire Department	$ 96.77	4.00	$387.08
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$709.61

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$709.61
General & Administrative* Rate @ 15.58%	$110.56
Total Service Cost / Unit	$820.16
Recommended Fee	$820.00
Recommended Fee Subsidy	$0.16
Current Fee Amount	$660.00
Fee Increase/(Decrease)	$160.00
Annual Usage	2
Projected Annual Revenue Impact	$1,640.00

Fee 8

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Underground Water System	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Underground Water System - Commercial. Encompasses water and site development. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to water system plans. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	2.50	$241.93
Fire Marshal Inspection	Fire Department	$ 96.77	4.00	$387.08
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$661.22

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$661.22
General & Administrative* Rate @ 15.58%	$103.02
Total Service Cost / Unit	$764.24
Recommended Fee	$764.00
Recommended Fee Subsidy	$0.24
Current Fee Amount	$613.00
Fee Increase/(Decrease)	$151.00
Annual Usage	2
Projected Annual Revenue Impact	$1,528.00

Fee 9

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Sprinkler (New Building): 100 Heads or Less	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Sprinkler (New Building): 100 Heads or Less per Riser - Commercial. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to fire sprinklers in commercial structures. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	3.00	$290.31
Fire Marshal Inspection	Fire Department	$ 96.77	3.00	$290.31
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$612.84

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$612.84
General & Administrative* Rate @ 15.58%	$95.48
Total Service Cost / Unit	$708.31
Recommended Fee	$708.00
Recommended Fee Subsidy	$0.31
Current Fee Amount	$576.00
Fee Increase/(Decrease)	$132.00
Annual Usage	5
Projected Annual Revenue Impact	$3,540.00

Fee 10

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Sprinkler (New Building): Over 100 per Riser	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Sprinkler (New Building): More than 100 Heads per Riser - Commercial. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to fire sprinklers in commercial structures. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	3.50	$338.70
Fire Marshal Inspection	Fire Department	$ 96.77	5.00	$483.85
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$854.76

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$854.76
General & Administrative* Rate @ 15.58%	$133.17
Total Service Cost / Unit	$987.93
Recommended Fee	$987.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$792.00
Fee Increase/(Decrease)	$195.00
Annual Usage	1
Projected Annual Revenue Impact	$987.00

Fee 11

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Sprinkler (Tenant Improvement): <20 Heads	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Sprinkler (Tenant Improvement): Less Than 20 Heads - Commercial. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to fire sprinklers in commercial structures. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.50	$145.16
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$322.53

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$322.53
General & Administrative* Rate @ 15.58%	$50.25
Total Service Cost / Unit	$372.77
Recommended Fee	$372.00
Recommended Fee Subsidy	$0.77
Current Fee Amount	$308.00
Fee Increase/(Decrease)	$64.00
Annual Usage	5
Projected Annual Revenue Impact	$1,860.00

Fee 12

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Sprinkler (Tenant Improvement): 21-100 Heads	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Sprinkler (Tenant Improvement): 21-100 Heads - Commercial. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to fire sprinklers in commercial structures. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	2.50	$241.93
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$419.30

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$419.30
General & Administrative* Rate @ 15.58%	$65.33
Total Service Cost / Unit	$484.62
Recommended Fee	$484.00
Recommended Fee Subsidy	$0.62
Current Fee Amount	$403.00
Fee Increase/(Decrease)	$81.00
Annual Usage	2
Projected Annual Revenue Impact	$968.00

Fee 13

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Sprinkler (Tenant Improvement): Over 100 per Riser	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Sprinkler (Tenant Improvement): 100+ per Riser - Commercial. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to fire sprinklers in commercial structures. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	3.00	$290.31
Fire Marshal Inspection	Fire Department	$ 96.77	4.50	$435.47
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$757.99

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$757.99
General & Administrative* Rate @ 15.58%	$118.09
Total Service Cost / Unit	$876.08
Recommended Fee	$876.00
Recommended Fee Subsidy	$0.08
Current Fee Amount	$702.00
Fee Increase/(Decrease)	$174.00
Annual Usage	1
Projected Annual Revenue Impact	$876.00

Fee 14

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Residential Fire Sprinkler	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Residential Fire Sprinkler - NFPA 13D Systems. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to fire sprinklers in residential structures. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.00	$96.77
Fire Marshal Inspection	Fire Department	$ 96.77	2.00	$193.54
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$322.53

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$322.53
General & Administrative* Rate @ 15.58%	$50.25
Total Service Cost / Unit	$372.77
Recommended Fee	$372.00
Recommended Fee Subsidy	$0.77
Current Fee Amount	$302.00
Fee Increase/(Decrease)	$70.00
Annual Usage	50
Projected Annual Revenue Impact	$18,600.00

Fee 15

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Sprinkler Monitoring	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Sprinkler Monitoring. The Fire Marshal will review plans for conformance with applicable laws and safety codes relating to fire sprinklers in residential structures. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.50	$145.16
Fire Marshal Inspection	Fire Department	$ 96.77	2.50	$241.93
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$419.30

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$419.30
General & Administrative* Rate @ 15.58%	$65.33
Total Service Cost / Unit	$484.62
Recommended Fee	$484.00
Recommended Fee Subsidy	$0.62
Current Fee Amount	$392.00
Fee Increase/(Decrease)	$92.00
Annual Usage	2
Projected Annual Revenue Impact	$968.00

Fee 16

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Alarm System: 1-10 Devices	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Alarm System: 1-10 Devices (Includes both Initiating and Notification Devices). The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	3.00	$290.31
Fire Marshal Inspection	Fire Department	$ 96.77	3.00	$290.31
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$612.84

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$612.84
General & Administrative* Rate @ 15.58%	$95.48
Total Service Cost / Unit	$708.31
Recommended Fee	$708.00
Recommended Fee Subsidy	$0.31
Current Fee Amount	$576.00
Fee Increase/(Decrease)	$132.00
Annual Usage	10
Projected Annual Revenue Impact	$7,080.00

Fee 17

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Alarm System: 11-20 Devices	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Alarm System: 11-20 Devices (Includes both Initiating and Notification Devices). The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	4.00	$387.08
Fire Marshal Inspection	Fire Department	$ 96.77	4.50	$435.47
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$854.76

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$854.76
General & Administrative* Rate @ 15.58%	$133.17
Total Service Cost / Unit	$987.93
Recommended Fee	$987.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$797.00
Fee Increase/(Decrease)	$190.00
Annual Usage	5
Projected Annual Revenue Impact	$4,935.00

Fee 18

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Alarm System: 20< Devices	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Alarm System: More than 20 Devices (Includes both Initiating and Notification Devices). The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	5.00	$483.85
Fire Marshal Inspection	Fire Department	$ 96.77	6.00	$580.62
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$1,096.69

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$1,096.69
General & Administrative* Rate @ 15.58%	$170.86
Total Service Cost / Unit	$1,267.55
Recommended Fee	$1,267.00
Recommended Fee Subsidy	$0.55
Current Fee Amount	$1,018.00
Fee Increase/(Decrease)	$249.00
Annual Usage	1
Projected Annual Revenue Impact	$1,267.00

Fee 19

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fire Suppression Systems	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fire Suppression Systems - Commercial (i.e. Spray Booth, Kitchen Hoods). The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements relating to fire suppression systems. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	2.00	$193.54
Fire Marshal Inspection	Fire Department	$ 96.77	2.00	$193.54
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$419.30

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$419.30
General & Administrative* Rate @ 15.58%	$65.33
Total Service Cost / Unit	$484.62
Recommended Fee	$484.00
Recommended Fee Subsidy	$0.62
Current Fee Amount	$397.00
Fee Increase/(Decrease)	$87.00
Annual Usage	15
Projected Annual Revenue Impact	$7,260.00

Fee 20

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fuel Tank	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fuel Tank - Both Underground and Above (Includeds Propane) The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	3.00	$290.31
Fire Marshal Inspection	Fire Department	$ 96.77	2.00	$193.54
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$516.07

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$516.07
General & Administrative* Rate @ 15.58%	$80.40
Total Service Cost / Unit	$596.47
Recommended Fee	$596.00
Recommended Fee Subsidy	$0.47
Current Fee Amount	$492.00
Fee Increase/(Decrease)	$104.00
Annual Usage	3
Projected Annual Revenue Impact	$1,788.00

Fee 21

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Fuel Tank - Each Additional	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Fuel Tank - Each Additional Tank, both Underground and Above (Includes Propane). The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.00	$96.77
Fire Marshal Inspection	Fire Department	$ 96.77	1.00	$96.77
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$225.76

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$225.76
General & Administrative* Rate @ 15.58%	$35.17
Total Service Cost / Unit	$260.93
Recommended Fee	$260.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$218.00
Fee Increase/(Decrease)	$42.00
Annual Usage	1
Projected Annual Revenue Impact	$260.00

Fee 22

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
High Pile or Rack Storage	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

High Pile or Rack Storage. The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	2.00	$193.54
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$370.91

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$370.91
General & Administrative* Rate @ 15.58%	$57.79
Total Service Cost / Unit	$428.70
Recommended Fee	$428.00
Recommended Fee Subsidy	$0.70
Current Fee Amount	$355.00
Fee Increase/(Decrease)	$73.00
Annual Usage	3
Projected Annual Revenue Impact	$1,284.00

Fee 23

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Special Event - Plan Review	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Special Events - Plan Review Only. The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.00	$96.77
Development Services Tech II	Building & Safety	$ 64.43	0.30	$19.33
			Total Burdened Personnel Costs per Unit of Service	$116.10

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$116.10
General & Administrative* Rate @ 15.58%	$18.09
Total Service Cost / Unit	$134.19
Recommended Fee	$134.00
Recommended Fee Subsidy	$0.19
Current Fee Amount	$71.00
Fee Increase/(Decrease)	$63.00
Annual Usage	7
Projected Annual Revenue Impact	$938.00

Fee 24

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Special Event - Plan Review with Inspection	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Special Event - Plan Review with Inspection. The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.00	$96.77
Fire Marshal Inspection	Fire Department	$ 96.77	2.00	$193.54
Development Services Tech II	Building & Safety	$ 64.43	0.30	$19.33
			Total Burdened Personnel Costs per Unit of Service	$309.64

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$309.64
General & Administrative* Rate @ 15.58%	$48.24
Total Service Cost / Unit	$357.88
Recommended Fee	$357.00
Recommended Fee Subsidy	$0.88
Current Fee Amount	$239.00
Fee Increase/(Decrease)	$118.00
Annual Usage	4
Projected Annual Revenue Impact	$1,428.00

Fee 25

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Technical Report Review	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Technical Report Review - Plan Review; Dependant on Complexity. The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	5.00	$483.85
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$516.07

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$516.07
General & Administrative* Rate @ 15.58%	$80.40
Total Service Cost / Unit	$596.47
Recommended Fee	$596.00
Recommended Fee Subsidy	$0.47
Current Fee Amount	$514.00
Fee Increase/(Decrease)	$82.00
Annual Usage	2
Projected Annual Revenue Impact	$1,192.00

Fee 26

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Special Inspection	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Special Inspection - Hourly Rate. The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection. There is a 2 hour minimum for special inspections.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.00	$96.77
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
Development Services Tech II	Building & Safety	$ 64.43	0.20	$12.89
			Total Burdened Personnel Costs per Unit of Service	$254.81

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$254.81
General & Administrative* Rate @ 15.58%	$39.70
Total Service Cost / Unit	$294.51
Recommended Fee	$294.00
Recommended Fee Subsidy	$0.51
Current Fee Amount	$189.00
Fee Increase/(Decrease)	$105.00
Annual Usage	3
Projected Annual Revenue Impact	$882.00

Fee 27

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Single Family Site Plan (Non-Tract)	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Single Family Site Plan (Other than Tract Development). The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Plan Review	Fire Department	$ 96.77	1.00	$96.77
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$274.14

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$274.14
General & Administrative* Rate @ 15.58%	$42.71
Total Service Cost / Unit	$316.85
Recommended Fee	$316.00
Recommended Fee Subsidy	$0.85
Current Fee Amount	$190.00
Fee Increase/(Decrease)	$126.00
Annual Usage	5
Projected Annual Revenue Impact	$1,580.00

Fee 28

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
After Hours Inspections	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

After Hours Inspections. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. Fees include initial review and 1 resubmittal or reinspection. Charged hourly. Minimum of 2 hours.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	1.00	$96.77
			Total Burdened Personnel Costs per Unit of Service	$96.77

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$96.77
General & Administrative* Rate @ 15.58%	$15.08
Total Service Cost / Unit	$111.85
Recommended Fee	$111.00
Recommended Fee Subsidy	$0.85
Current Fee Amount	$84.00
Fee Increase/(Decrease)	$27.00
Annual Usage	2
Projected Annual Revenue Impact	$222.00

Fee 29

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
Other Permits & Inspections	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Other Plan Checks and Inspections - Hourly Rate
The Fire Marshal will review plans for conformance with applicable laws and safety codes. The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements. The Permit Technician will process the forms and permits related to the service requested.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Plan Review	Fire Department	$ 96.77	1.00	$96.77
Fire Marshal Inspection	Fire Department	$ 96.77	1.00	$96.77
Development Services Tech II	Building & Safety	$ 64.43	0.50	$32.22
			Total Burdened Personnel Costs per Unit of Service	$225.76

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$225.76
General & Administrative* Rate @ 15.58%	$35.17
Total Service Cost / Unit	$260.93
Recommended Fee	$260.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$129.00
Fee Increase/(Decrease)	$131.00
Annual Usage	3
Projected Annual Revenue Impact	$780.00

Fee 30

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-1 Occupancy: <25 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-1 Occupancy: <25 Units, i.e. Hotels, Motels
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	3.00	$290.31
			Total Burdened Personnel Costs per Unit of Service	$290.31

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$290.31
General & Administrative* Rate @ 15.58%	$45.23
Total Service Cost / Unit	$335.54
Recommended Fee	$335.00
Recommended Fee Subsidy	$0.54
Current Fee Amount	$252.00
Fee Increase/(Decrease)	$83.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 31

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-1 Occupancy: 26-50 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-1 Occupancy: 26-50 Units, i.e. Hotels, Motels
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	3.70	$358.05
			Total Burdened Personnel Costs per Unit of Service	$358.05

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$358.05
General & Administrative* Rate @ 15.58%	$55.78
Total Service Cost / Unit	$413.83
Recommended Fee	$413.00
Recommended Fee Subsidy	$0.83
Current Fee Amount	$310.00
Fee Increase/(Decrease)	$103.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 32

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-1 Occupancy: 51-75 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-1 Occupancy: 51-75 Units, i.e. Hotels, Motels
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	4.50	$435.47
			Total Burdened Personnel Costs per Unit of Service	$435.47

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$435.47
General & Administrative* Rate @ 15.58%	$67.85
Total Service Cost / Unit	$503.31
Recommended Fee	$503.00
Recommended Fee Subsidy	$0.31
Current Fee Amount	$378.00
Fee Increase/(Decrease)	$125.00
Annual Usage	1
Projected Annual Revenue Impact	$503.00

Fee 33

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-1 Occupancy: 76-100 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-1 Occupancy: 76-100 Units, i.e. Hotels, Motels
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	5.30	$512.88
			Total Burdened Personnel Costs per Unit of Service	$512.88

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$512.88
General & Administrative* Rate @ 15.58%	$79.91
Total Service Cost / Unit	$592.79
Recommended Fee	$592.00
Recommended Fee Subsidy	$0.79
Current Fee Amount	$445.00
Fee Increase/(Decrease)	$147.00
Annual Usage	1
Projected Annual Revenue Impact	$592.00

Fee 34

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-1 Occupancy: >100 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-1 Occupancy: >100 Units, i.e. Hotels, Motels
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	6.00	$580.62
			Total Burdened Personnel Costs per Unit of Service	$580.62

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$580.62
General & Administrative* Rate @ 15.58%	$90.46
Total Service Cost / Unit	$671.08
Recommended Fee	$671.00
Recommended Fee Subsidy	$0.08
Current Fee Amount	$504.00
Fee Increase/(Decrease)	$167.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 35

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-2 Occupancy - Apartments and Licensed Care Facilities: 0-50 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-2 Occupancy - Apartments and Licensed Care Facilities: 0-50 State Licensed Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	3.25	$314.50
			Total Burdened Personnel Costs per Unit of Service	$314.50

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$314.50
General & Administrative* Rate @ 15.58%	$49.00
Total Service Cost / Unit	$363.50
Recommended Fee	$363.50
Recommended Fee Subsidy	$0.00
Current Fee Amount	$168.00
Fee Increase/(Decrease)	$195.50
Annual Usage	1
Projected Annual Revenue Impact	$363.50

Fee 36

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-2 Occupancy - Apartments and Care Facilities 51-99 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-2 Occupancy - Apartments and Care Facilities: 51-99 Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	4.50	$435.47
			Total Burdened Personnel Costs per Unit of Service	$435.47

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$435.47
General & Administrative* Rate @ 15.58%	$67.85
Total Service Cost / Unit	$503.31
Recommended Fee	$503.00
Recommended Fee Subsidy	$0.31
Current Fee Amount	$210.00
Fee Increase/(Decrease)	$293.00
Annual Usage	1
Projected Annual Revenue Impact	$503.00

Fee 37

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-2 Occupancy - Aaprtments and Care Facilities: 100-150 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-2 Occupancy - Apartments and Care Facilities: 100-150 Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	5.75	$556.43
			Total Burdened Personnel Costs per Unit of Service	$556.43

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$556.43
General & Administrative* Rate @ 15.58%	$86.69
Total Service Cost / Unit	$643.12
Recommended Fee	$643.00
Recommended Fee Subsidy	$0.12
Current Fee Amount	$252.00
Fee Increase/(Decrease)	$391.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 38

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-2 Occupancy - Apartments and Care Facilities: More Than 151 Units	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-2 Occupancy - Apartments and Care Facilities: >151 Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	7.00	$677.39
			Total Burdened Personnel Costs per Unit of Service	$677.39

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$677.39
General & Administrative* Rate @ 15.58%	$105.54
Total Service Cost / Unit	$782.93
Recommended Fee	$782.00
Recommended Fee Subsidy	$0.93
Current Fee Amount	$336.00
Fee Increase/(Decrease)	$446.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 39

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
R-3 - Large Family Day Care	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual R-3 Occupancy - Large Family Day Care Facilities, Residential 8-14 Fire Clearance
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
			Total Burdened Personnel Costs per Unit of Service	$145.16

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$145.16
General & Administrative* Rate @ 15.58%	$22.62
Total Service Cost / Unit	$167.77
Recommended Fee	$167.00
Recommended Fee Subsidy	$0.77
Current Fee Amount	$84.00
Fee Increase/(Decrease)	$83.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 40

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
I-4 Occupancy - Day Care Fac Comm 0-50	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual I-4 Occupancy - Day Care Facilities Commercial 0-50 Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	1.00	$96.77
			Total Burdened Personnel Costs per Unit of Service	$96.77

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$96.77
General & Administrative* Rate @ 15.58%	$15.08
Total Service Cost / Unit	$111.85
Recommended Fee	$111.00
Recommended Fee Subsidy	$0.85
Current Fee Amount	$84.00
Fee Increase/(Decrease)	$27.00
Annual Usage	2
Projected Annual Revenue Impact	$222.00

Fee 41

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
I-4 Occupancy - Day Care Fac Comm 51-100	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual I-4 Occupancy - Day Care Facilities Commercial 51-100 Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	1.50	$145.16
			Total Burdened Personnel Costs per Unit of Service	$145.16

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$145.16
General & Administrative* Rate @ 15.58%	$22.62
Total Service Cost / Unit	$167.77
Recommended Fee	$167.00
Recommended Fee Subsidy	$0.77
Current Fee Amount	$126.00
Fee Increase/(Decrease)	$41.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 42

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
I-4 Occupancy - Day Care Fac Comm 101-150	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual I-4 Occupancy - Day Care Facilities Commercial 101-150 Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	2.00	$193.54
			Total Burdened Personnel Costs per Unit of Service	$193.54

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$193.54
General & Administrative* Rate @ 15.58%	$30.15
Total Service Cost / Unit	$223.69
Recommended Fee	$223.00
Recommended Fee Subsidy	$0.69
Current Fee Amount	$168.00
Fee Increase/(Decrease)	$55.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 43

User Fee Determination

Cost Analysis Worksheet

User Fee Description	Fund	Object	Fee Code	Department/Category Code	Date
I-4 Occupancy - Day Care Fac Comm >150	100	3250		Fire	9/28/2023

Description of Service, Demand, Subsidy and Other Comments:

Annual I-4 Occupancy - Day Care Facilities Commercial >150 Units
The Fire Marshal goes to the site to physically verify the satisfactory completion of requirements for this state mandated annual inspection. Fees include initial review and 1 resubmittal or reinspection.

Personnel Costs

Position Title	Department	Billing Rate Total Burdened	Hours by Position Per Unit	Total Labor Cost per Unit of
Fire Marshal Inspection	Fire Department	$ 96.77	2.50	$241.93
			Total Burdened Personnel Costs per Unit of Service	$241.93

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
		Total Material & Rental Costs per Unit of Service	

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
		Total Other Costs per Unit of Service	

Total Service Direct Costs	$241.93
General & Administrative* Rate @ 15.58%	$37.69
Total Service Cost / Unit	$279.62
Recommended Fee	$279.00
Recommended Fee Subsidy	$0.62
Current Fee Amount	$210.00
Fee Increase/(Decrease)	$69.00
Annual Usage	-
Projected Annual Revenue Impact	

Fee 44

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE ATTACHED SCHEDULES OF USER FEES FOR PLANNING, PUBLIC WORKS, ENGINEERING, BUILDING, AND FIRE

WHEREAS, the City has the authority to impose fees, charges, and rates under its police powers under California Constitution Article XI section 7 and pursuant to Article II of Chapter 3.44 of the Wildomar Municipal Code; and,

WHEREAS, City staff completed a user fee study to determine the City's present day costs incurred when providing services to persons for private benefit; and,

WHEREAS, Government Code section 66016 applies to the adoption or increase of fees for zoning variances, zoning changes, use permits, building inspections, building permits, filing and processing applications and petitions filed with the LAFCO, the processing of subdivision maps, and planning services; and,

WHEREAS, Government Code section 66018 applies to the adoption or increase of fees to which a specific statutory notice requirement does not apply; and,

WHEREAS, pursuant to Government Code sections 66016 and 66018 the enactment or increase in any fees to be charged for services must be adopted by the City Council by ordinance or resolution, after providing notice and holding a public hearing; and,

WHEREAS, pursuant to Government Code sections 66016 and 66019, the data required to be made available to the public prior to increasing the amount of the fees by this resolution was made available for public review at least 10 days prior to the date of this meeting; and,

WHEREAS, notice of a public hearing on the new and increased user fees was published in accordance with Government Code sections 66018 and 6062a; and,

WHEREAS, no interested party has filed a written request with the City for mailed notice of the meeting on new or increased fees or service charges in accordance with Government Code sections 66016; therefore, no mailed notice was provided; and

WHEREAS, a duly noticed public hearing before the City Council was held on November 8th, 2023 at which public testimony was received and duly considered on the proposed new and increased fees; and,

WHEREAS, pursuant to Government Code sections 66016 and 66019, fees adopted pursuant to those sections shall not take effect until at least sixty (60) days have passed since the final action on the adoption or increase of the fee.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar:

1. Finds that the above recitals are true and correct and incorporated herein by reference, and that the user fees established by this resolution reflect the City's actual and reasonable costs of providing the services for which the fees are charged.
2. Accepts and approves the user fee study prepared by City staff and presented to the City Council simultaneously with this resolution, which study is incorporated herein by reference.
3. Adopts the schedule of user fees set forth in Exhibits A-D attached hereto and incorporated herein by reference, and orders that said schedule of user fees shall go into effect on February 1st, 2024.
4. Determines that to the extent that this resolution approves fees that overlap and are inconsistent with previous resolutions setting fees, this resolution supersedes those previous resolutions. This resolution does not supersede any previous resolution setting fees that are not included in Exhibits A-D to this resolution.
5. Determines that if any action, subsection, sentence, clause or phrase of this Resolution or the fees levied by this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or the fees levied by this Resolution that can be given effect without the invalid provisions.
6. Annual Adjustment. The fee schedules attached hereto as Exhibits A-D shall be increased on July 1st of each year, beginning on July 1st, 2024, by an amount equal to the average percentage change over the previous fiscal year in the Riverside-San Bernardino-Ontario Consumer Price Index, provided the change is more than zero.

INTRODUCED this 8th day of November 2023.

PASSED, APPROVED, AND ADOPTED on the 8th day of November 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR PROPOSED DEVELOPMENT FEES

The Fee Team

Adam Jantz – Finance Manager

Heidi Schrader - Administrative Services Director

Matthew Bassi – Community Development Director

Scott Burns – Chief Building Official

Jason Farag – Public Works Director

David Young – City Fire Marshal

Terri Abercrombie – Senior Management Analyst

Deidra Mendoza – Senior Management Analyst

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- Building
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- Fire

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INTRODUCTION

- Upon incorporation, the City adopted the Fee schedule and structure of the County of Riverside.

- This structure included a mix of fixed fees and deposit-based. Although several fee updates have been done, the deposit-based structure still remains to this day…

- As the City's ERP (Enterprise Resource Planning) software nears its end of life, the City is actively implementing a new combination of programs that will no longer be compatible with deposit-based fees.

PRIMARY GOALS

- Streamline Permitting Process So Projects Can Be Completed Faster
- Lessen Developer Time Dealing With City Hall
- Gradually Phase Out and Convert Ongoing Deposit-Based Projects at Various Intervals to Fixed Fees
- Eliminate Staff Time Maintaining Deposits
- Improve Efficiency and Align Actual Cost to Fees

GOOD FOR CITY:

- Will No Longer Have to Manually Track and Enter Charges Against Projects
- Staff Will Not Need to Stop Work and Ask for Additional Deposits
- Less Administrative Burden Related to Leftover Project Balances

GOOD FOR DEVELOPER:

- Know Exactly How Much Permit Will Cost at Application
- Will Not Have to Keep Track of Multiple Project Numbers
- Unnecessary to Request Refunds or Make Additional Deposits
- Know Exactly How Much Each Permit Will Cost

BUILDING & SAFETY

NEW SQUARE FOOTAGE -VALUATION BASED FEES

- Utilizes Established ICC Valuations to Calculate Base Permit Fee
- Based on Actual City Costs
- Adds Building Plan Check and Development Plan Reviews Which Bring the City in Line with Neighboring Agency Fees
- Paid in Two Installments:
    - Plan Check and Review at Application
    - Base Permit Fee at Issuance to Cover Inspections

BUILDING & SAFETY

FIXED FEE PERMITS

- Separate Universal Permit Issuance Fee
- Trade Permits = Base Permit + Per Fixture Fee + Permit Issuance Fee
- Based On City Cost
- Refundable up to 60% if No Work Has Been Started
- Penalties for Conducting Work Without Permits
- Provides Process for Renewing Expired Permits

PUBLIC WORKS & ENGINEERING

- Utility Encroachment Permits & Haul Permits Remain Unchanged
- On-Site & Off-Site Improvements Paid in Intervals at Plan Check Phase, Inspection (Construction) Phase, and Close-Out Phase
- Grading Fees Fixed Based on Acreage and Number of Lots
- Based on Fixed Level of Effort-3 Plan Reviews; Additional Plan Reviews Will Result in 25% of Original Fee Per Each Additional Plan Review

PLANNING

FIXED FEE PERMITS

- Current Process Involves Taking In an Initial Deposit That Accounts for Only a Fraction of the Actual Total Cost
- New Schedule Will Cover Entire Cost So Applicant Knows Total Up Front
- Fixed Fee for Additional Legal Review Rather Than Hours Billed
- Based on Fixed Level of Effort Covering 2-3 Plan Reviews
- Additional Plan Reviews Will Result in 25% of Original Fee Per Each Additional Plan Review

FIRE PREVENTION FEES

- All Fixed Fees
- Original Amounts Were Set in 2018 and Are Being Adjusted to Reflect Actual Cost
- Based on Staff Rate x Time

TIMELINE

- Fees Anticipated to Go Into Effect February 1st, 2024.
- Will Improve Efficiency and Speed Up Process
- Current Deposit-Based Projects Will Continue Until Close-Out if Completion Date Is Before June 30th 2024
- Projects Anticipated to Continue After June 30th, 2024 Will Be Subject to a Negotiated Conversion to Fixed Fee at a Defined Point – i.e. New Housing Tract Phase
- July 1st 2024, and Each July 1st Thereafter the Fees Will Automatically be Adjusted by the Riverside-San Bernardino-Ontario Consumer Price Index Increase

CONCLUSION

- Will Improve Efficiency and Speed Up Process
- Meetings with Active Developers and the BIA Were Held to Receive Feedback
- Survey Link was Send Out to Developers for Additional Feedback
- Reduce Administration Costs to Both City and Developers
- Cost Will Be Known Up-Front

QUESTIONS & COMMENTS

Adam Jantz
Finance Manager
ajantz@cityofwildomar.org
www.cityofwildomar.org

Link to Survey Form:

https://forms.office.com/g/eK7GdEs3qC

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: November 8, 2023

SUBJECT: FY2023-24 1st Quarter Budget Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Review and approve the Fiscal Year 2023-24 1st Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

SUMMARY:
FY2023-24 1st Quarter Budget Report

BACKGROUND:
This 1st Quarter budget report for Fiscal Year 2023-24 reflects the Finance Division of the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision-making process. All funds have been reviewed in preparing this report.

DISCUSSION:
For the 1st Quarter Budget Report, the City proposes the adjustments in the attached report.

There are no proposed changes to General Fund revenues. For non-general funds, there is only one proposed adjustment for ARPA (American Rescue Plan Act) revenue. This is strictly for accounting purposes as the City can only recognize the funds received as revenue when they are actually spent.

In the General Fund, a net expenditure decrease of $68,100 is proposed. There are multiple factors contributing to this net change. In Non-departmental, there is a proposed expenditure

decrease of $260,600 due to the recent purchase of the current City Hall building using ARPA (American Rescue Plan Act) funds as the City will no longer be paying monthly rent. The purchase of City Hall also necessitates the addition of a Facilities Contract Specialist. This position is under Community Services and will be responsible for coordinating vendors and contracts relating to facilities maintenance. The facilities include the City Hall building, Park buildings, Cemetery offices, and Fire Station. To help manage and support this position, the Community Services Director and Management Analyst I will have a greater allocation of their positions to the General Fund.

Another significant change affecting the General Fund is the increase in the City's monthly healthcare allotment approved by City Council October 11, 2023, which resulted in increased benefits costs for most departments. Other major proposed changes are related to the approved positions in the Schedule of Authorized Positions. The Executive Assistant position is being removed from the Economic Development department, which decreases their projected expenditures by $100,000. The Building Department has also decided to fill the Building Inspector I/II position originally budgeted in FY2024/25 in FY2023/24 as the need for an additional Building Inspector is significant.

In Other Funds, staff recommend a decrease to ARPA to adjust for the lower final purchase price of the City Hall building. Public Works is also planning to appropriate funds to hire a Public Works Maintenance team in FY2023/24. This will increase the expenditure allocation in Measure AA and Gas tax. Community Services is also adding a Senior Maintenance Worker for Parks, Assessment District, and Cemetery grounds maintenance. Public Works is also adding a second Principal Engineer to function as a CIP (Capital Infrastructure Project) Manager. The City is also reducing the appropriation in fund 461 for the purchase of the 27-Acre park as that purchase ended up being completed at the end of the previous fiscal year.

These proposed changes reflect the Administrative Services Department's efforts to provide accurate financial information to the public and City Council in order to assist with the decision-making process.

FISCAL IMPACT:

1st QUARTER BUDGET REPORT:

No Net Change in General Fund Revenue
$68,100 General Fund Expenditures Net Decrease
$6,000,000 Other General Funds Revenue Net Increase
$1,533,000 Other General Funds Expenditures Net Decrease
No Net Change in Non-General Fund Revenue
$2,309,900 Non-General Fund Expenditures Net Decrease

ATTACHMENTS:

FY23-24 1st Quarter Budget Report.pdf

FY2024 1st Quarter Budget Review Presentation.pdf
FY23-24 1st Quarter Budget Resolution.docx

Total City of Wildomar Budget Summary

FY 2023-24 Budget Review
1st Quarter FY2023-24

		Beginning Fund Balance Estimated 6/30/2023	+	Approved Revenues 2023-24	+	Proposed 1st Quarter Revenue Adjustments 2023-24	=	Estimated Funds Available 2023-24	-	Approved Appropriations 2023-24	-	Proposed 1st Quarter Expenditure Adiustments 2023-24	Estimated Available Fund Balance 6/30/2024
	General Funds												
100	General Fund	$ 4,573,590		$ 16,849,700		$ -		$ 21,423,290		$ 16,902,800		$ (68,100)	$ 4,588,590
	Other General Funds												
110	Development Agreement	1,365,143		955,000		-		2,320,143		-		-	2,320,143
115	ARPA Fund	355,398		60,000		6,000,000		6,415,398		7,990,000		(1,598,000)	23,398
120	Measure AA	7,615,060		5,554,700		-		13,169,760		7,979,000		65,000	5,125,760
125	General Plan Update	(270,838)		200,000		-		(70,838)		950,000		-	(1,020,838)
	Total General Funds	13,638,354		23,619,400		6,000,000		43,257,754		33,821,800		(1,601,100)	11,037,054
	Non-General Funds												
200	Gas Tax	200,639		1,000,400		-		1,201,039		1,070,500		63,800	66,739
201	Measure A	1,250,713		1,053,000		-		2,303,713		1,294,700		39,300	969,713
203	TDA Fund	-		300,000		-		300,000		-		-	300,000
210	AQMD	293,285		48,000		-		341,285		51,900		-	289,385
212	Waste Services	1,509,073		215,000		-		1,724,073		96,600		4,000	1,623,473
219	CFD 2022 Special Tax B	-											
220	CFD 2022-1	(4,651)		121,600		-		116,949		117,400		-	(451)
221	CFD 2022-2	(3,382)		37,900		-		34,518		5,000		-	29,518
222	CFD 2013-1 Zn 24	-		61,700		-		61,700		53,700		-	8,000
223	CFD 2022-3	-		79,000		-		79,000		5,000		-	74,000
224	CFD 2023-1	-		7,500		-		7,500		7,500		-	-
251	LLMD 89-1C	1,300,684		344,000		-		1,644,684		719,500		11,800	913,384
252	CSA-22	(85,407)		31,600		-		(53,807)		44,000		-	(97,807)
253	CSA-103	(127,410)		177,600		-		50,190		191,100		-	(140,910)
254	CSA-142	126,678		37,900		-		164,578		31,300		-	133,278
255	Measure Z Parks Fund	(48,252)		416,200		-		367,948		390,200		(9,000)	(13,252)
259	CFD 2017-1 DIF Deferral	105,885		89,300		-		195,185		83,800		-	111,385
260	CFD 2013-1 Zn 1 & 2	252,847		60,900		-		313,747		51,500		-	262,247
261	CFD 2013-1 Annex 1 Zone 3	439,964		69,200		-		509,164		59,200		-	449,964
262	CFD 2013-1 Annex 2 Zone 4	(4,898)		300		-		(4,598)		1,900		-	(6,498)
263	CFD 2013-1 Annex 3 Zone 5	234,349		45,700		-		280,049		40,100		-	239,949
264	CFD 2013-1 Annex 4 Zone 6	-		-		-		-		-		-	-
265	CFD 2013-1 Annex 5 Zone 7	-		-		-		-		-		-	-
266	CFD 2013-1 Annex 6 Zone 8	50,909		10,000		-		60,909		9,300		-	51,609
267	CFD 2013-1 Annex 7 Zone 9	74,259		12,500		-		86,759		11,600		-	75,159
268	CFD 2013-1 Annex 8 Zone 10	21,661		49,400		-		71,061		40,600		-	30,461
269	CFD 2013-1 Spec Tax B	166,772		175,300		-		342,072		162,900		-	179,172
270	CFD 2013-1 Zone 11	85,537		18,900		-		104,437		14,800		-	89,637
271	CFD 2013-1 Zone 13	3,978		1,300		-		5,278		1,300		-	3,978
272	CFD 2013-1 Zone 14	33,675		7,700		-		41,375		7,200		-	34,175
273	CFD 2013-1 Zone 15	60,374		18,500		-		78,874		15,400		-	63,474
274	CFD 2013-1 Zone 16	17,014		5,600		-		22,614		5,300		-	17,314
275	CFD 2013-1 Zone 17	-		-		-		-		-		-	-
276	CFD 2013-1 Zone 18	59,629		21,700		-		81,329		20,500		-	60,829
277	CFD 2013-1 Zone 19	172,248		88,000		-		260,248		77,000		-	183,248
278	CFD 2013-1 Zone 20	-		-		-		-		-		-	-
279	CFD 2013-1 Zone 21	4,828		2,700		-		7,528		2,800		-	4,728
280	Grants	(40,897)		86,200		-		45,303		60,000		-	(14,697)
281	SLESF	(0.14)		162,000		-		162,000		161,300		-	700
282	CDBG	(33,892)		-		-		(33,892)		-		-	(33,892)
283	PEG Grant	113,282		40,000		-		153,282		36,800		-	116,482
284	Streetlights	(31,242)		176,600		-		145,358		175,600		-	(30,242)
300	Cemetery	1,129,691		734,000		-		1,863,691		1,096,300		30,200	737,191
301	Cemetery Endowment	423,267		52,000		-		475,267		-		-	475,267
302	Cemetery CIP	(5,922)		100,000		-		94,078		700,000		-	(605,922)
410	Administrative Svs - Dif	(114,494)		8,900		-		(105,594)		-		-	(105,594)
420	Public Facilities - Dif	528,374		67,500		-		595,874		-		-	595,874
421	Police - Dif	607,108		45,000		-		652,108		-		-	652,108
422	Animal Shelter - Dif	(835,172)		37,500		-		(797,672)		124,900		-	(922,572)
423	Corporate Yard - Dif	20,049		15,000		-		35,049		-		-	35,049
430	Fire Facilities - Dif	903,419		79,500		-		982,919		-		-	982,919
440	Trans & Roads - Dif	3,035,866		870,000		-		3,905,866		2,897,100		-	1,008,766
450	Trans & Signals -Dif	315,984		112,500		-		428,484		30,000		-	398,484
451	Drainage - Dif	1,295,246		285,000		-		1,580,246		282,700		-	1,297,546
460	Park Land Acquisitions-Dif	(922,065)		75,000		-		(847,065)		2,500,000		(2,450,000)	(897,065)
461	Park Improvements-Dif	1,795,522		510,000		-		2,305,522		438,000		-	1,867,522
470	Community Center - Dif	462,082		55,800		-		517,882		-		-	517,882
480	Multi-purpose Trails - Dif	664,159		109,400		-		773,559		-		-	773,559
490	Library - Dif	12,623		-		-		12,623		13,700		-	(1,077)
500	RMRA Capital Projects	1,717,561		889,800		-		2,607,361		2,059,000		-	548,361
501	Capital Reinvestment	(30,048)		259,300		-		229,252		611,800		-	(382,548)
502	RCFC Fund	(346,292)		223,500		-		(122,792)		-		-	(122,792)
503	TUMF Fund	(3,615,175)		12,064,300		-		8,449,125		12,564,300		-	(4,115,175)
504	CMAQ Fund	-		-		-		-		-		-	-
505	MSRC Fund	-		25,000		-		25,000		50,000		-	(25,000)
506	HSIP Fund	(10,338)		81,900		-		71,562		648,100		-	(576,538)
507	Misc State Funded Projects	(35,168)		524,900		-		489,732		84,000		-	405,732
508	Local Capital Grants	(0.01)		3,516,000		-		3,516,000		-		-	3,516,000
	Total Non-General Funds	$ 13,194,531		$ 25,815,000		$ -		$ 39,009,531		$ 29,217,200		$ (2,309,900)	$ 12,102,231
	Total City Funds	**$ 26,832,884**		**$ 49,434,400**		**$ 6,000,000**		**$ 82,267,284**		**$ 63,039,000**		**$ (3,911,000)**	**$ 23,139,284**

Total Adjusted Revenue: $ 55,434,400 **Total Adjusted Expenditures: $ 59,128,000**

City of Wildomar
Schedule of Authorized Positions
FY 2023-24 (Effective November 8th, 2023)

Position	Number of Positions	Status	Budgeted Position Costs: Salary Costs	Health Insurance Allocation	Other Compensation, Retirement & Payroll Taxes	Total Budgeted Position Cost
City Council						
City Council Member (Total)	5	Filled	$ 24,000	$ 108,420	$ 3,882	$ 136,302
City Manager						
City Manager	1	Filled	249,242	17,952	81,265	348,459
City Clerk's Office						
City Clerk	1	Filled	134,624	17,952	41,180	193,756
Deputy City Clerk I/II	1	Vacant	36,571	8,976	4,549	50,096
						$243,852
Economic Development						
Economic Development Director	1	Filled	144,945	17,952	46,441	209,338
Senior Management Analyst	1	Vacant	8,171	1,496	5,902	15,569
						$224,907
Administrative Services						
Administrative Services Director	1	Filled	194,120	21,972	57,471	273,564
Finance Manager	1	Filled	101,650	17,952	14,916	134,518
Management Analyst I	1	Vacant	18,282	5,493	1,219	24,994
Human Resources Analyst	1	Vacant	32,001	10,986	6,575	49,562
Senior Accountant (Underfill) Accountant I	1	Filled	68,786	17,952	19,257	105,994
Accountant I	1	Filled	71,288	17,952	11,023	100,263
Administrative Assistant II	1	Filled	54,529	17,952	10,092	82,573
Administrative Assistant I/II	1	Vacant	49,493	21,972	10,460	81,925
Accounting Specialist I/II	1	Vacant	54,592	21,972	16,831	93,395
Human Resources & Risk Manager	1	Filled	125,139	21,972	37,163	184,274
						$1,131,062
Community Services/Cemetery District						
Community Services Director	1	Filled	141,157	21,972	43,699	206,829
Facilities Contract Specialist	1	Vacant	38,896	10,986	9,548	59,430
Management Analyst II	1	Filled	89,669	17,952	15,409	123,030
Maintenance Worker II	1	Filled	51,969	20,532	10,534	83,035
Maintenance Worker II	1	Filled	48,244	21,972	9,570	79,786
Maintenance Worker I	1	Vacant	11,495	5,493	3,295	20,283
Senior Maintenance Worker	1	Vacant	30,472	10,986	2,750	44,208
Administrative Assistant I	1	Filled	45,959	17,952	7,329	71,240
						$687,842
Community Development						
Community Development Director	1	Filled	203,960	20,532	61,383	285,875
Senior Planner	1	Filled	105,524	20,532	16,630	142,686
Intern II-Planning	1	Filled	24,350	12,744	1,504	38,598
Assistant Planner	1	Vacant	23,537	9,009	3,223	35,769
Chief Building Official	1	Filled	122,008	21,972	33,830	177,809
Senior Building Inspector	1	Vacant	35,277	10,986	8,497	54,760
Building Inspector I/II	1	Vacant	16,687	5,493	5,008	27,188
Senior Management Analyst - Building	1	Filled	100,488	17,952	13,306	131,746
Development Services Technician II	1	Filled	55,968	17,952	8,815	82,735
Code Enforcement Manager	1	Filled	100,319	21,972	32,274	154,564
Code Enforcement Supervisor	1	Filled	91,051	21,972	28,518	141,541
Code Enforcement Officer I	1	Filled	64,770	17,952	19,618	102,340
Management Analyst I - Code	1	Vacant	73,128	21,972	23,408	118,508
Management Analyst I - Code/EMD	1	Filled	64,664	21,972	20,806	107,443
						$1,601,564
Public Works Adminstration & Engineering						
Public Works Director/City Engineer	1	Filled	173,846	17,952	24,173	215,972
Principal Engineer-Development Manager	1	Vacant	125,055	20,532	17,917	163,504
Principal Engineer-CIP Manager	1	Vacant	62,525	10,986	6,872	80,383
Associate Engineer - Land Management	1	Filled	91,051	21,972	15,586	128,609
Associate Engineer - CIP	1	Filled	93,315	17,952	13,847	125,114
Development Services Technician I/II	1	Vacant	52,011	21,972	17,139	91,122
Senior Maintenance Worker	1	Vacant	30,472	10,986	2,750	44,208
Maintenance Worker II - PW	1	Vacant	13,161	5,493	2,431	21,085
Maintenance Worker I - PW	1	Vacant	11,939	5,493	2,215	19,647
Maintenance Worker I - PW	1	Vacant	11,939	5,493	2,215	19,647
Public Works Inspector II	1	Filled	69,679	21,972	21,977	113,628
Public Works Inspector I/II	1	Vacant	69,679	21,972	9,356	101,007
Senior Management Analyst - Engineering	1	Filled	98,055	17,952	14,455	130,462
						$1,254,389
Total Authorized Positions:	56			**Total Budgeted Cost of Positions:**		$ 5,628,376

***Reclassification**
***New**
***Promotion**

City of Wildomar
Revenue Group Budget Report
1st Quarter Report FY 2023/24
July 1st, 2023 to September 30th, 2023

Account Number		Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
100	General Fund						
3100	Sales & Use Tax	3,120,000	237,101	2,882,899	8%	-	3,120,000
3104	Pass-Through Property Tax	177,800	-	177,800	0%	-	177,800
3105	Property Tax-Secured	4,502,200	-	4,502,200	0%	-	4,502,200
3106	Property Tax-Unsecured	221,800	-	221,800	0%	-	221,800
3107	Property Tax-Prior Year	174,300	-	174,300	0%	-	174,300
3108	Property Tax-HOPTR	42,000	-	42,000	0%	-	42,000
3109	Property Tax-Supplemental, SBE	83,200	-	83,200	0%	-	83,200
3110	Real Property Transfer Tax	201,700	14,948	186,752	7%	-	201,700
3113	Property Tax-Misc Adjustments	1,100	742	358	67%	-	1,100
3120	Franchise Fee-Solid Waste	340,000	237	339,763	0%	-	340,000
3121	Franchise Fee-Electricity	400,000	-	400,000	0%	-	400,000
3122	Franchise Fee-Gas	115,000	-	115,000	0%	-	115,000
3123	Franchise Fee Cable-Charter	180,000	-	180,000	0%	-	180,000
3124	Franchise Fee-Telecomm-Frontier	100,000	-	100,000	0%	-	100,000
3200	Business Registration Fee	45,000	-	45,000	0%	-	45,000
3201	NPDES Inspection Fee	8,000	-	8,000	0%	-	8,000
3210	Planning Fee	1,000	150	850	15%	-	1,000
3215	Film Permits	1,000	-	1,000	0%	-	1,000
3220	Cannabis Application Fee	15,000	-	15,000	0%	-	15,000
3221	Cannabis Regulatory Fee	213,000	-	213,000	0%	-	213,000
3100	Cannabis Sales Tax	320,000	-	320,000	0%	-	320,000
3230	Develop/Engineering Permit Fee	15,000	1,383	13,617	9%	-	15,000
3235	Encroachment Permit	100,000	41,943	58,057	42%	-	100,000
3240	Building & Safety Fee	480,600	182,014	298,586	38%	-	480,600
3243	BSAF Admin Retention Revenue	500	-	500	0%	-	500
3244	MSHCP Admin Fee	5,000	2,268	2,732	45%	-	5,000
3250	Fire Fees	70,000	32,113	37,887	46%	-	70,000
3260	Private Development Fee - Planning	586,400	-	586,400	0%	-	586,400
3261	Development Engineering Fee	766,500	-	766,500	0%	-	766,500
3262	Private Development Fee - Building	401,100	-	401,100	0%	-	401,100
3268	Code Enforcement Revenue	35,000	3,200	31,800	9%	-	35,000
3270	Fines & Forfeitures	45,000	5,170	39,831	11%	-	45,000
3271	AMR Fines	20,000	-	20,000	0%	-	20,000
3300	Abandoned Property Registration	1,000	100	900	10%	-	1,000
3310	Public Safety Revenue	18,000	3,426	14,574	19%	-	18,000
3320	Special Event Revenue	13,000	1,120	11,880	9%	-	13,000
3321	Community Room Rental Fee	500	2,126	(1,626)	425%	-	500
3324	RTA Bus Pass	200	-	200	0%	-	200
3500	Motor Vehicle License Fee	43,000	-	43,000	0%	-	43,000
3501	Vehicle License Fee Replacement SB130	3,356,700	-	3,356,700	0%	-	3,356,700
3525	SB90 State Mandated Cost Reimb	20,000	-	20,000	0%	-	20,000
3535	County/Special Dist. Reimb.	16,000	-	16,000	0%	-	16,000
3800	Interest Income	200,000	-	200,000	0%	-	200,000
3803	NSF Fees	100	-	100	0%	-	100
3848	Breakfast with Santa	2,000	-	2,000	0%	-	2,000
3850	Miscellaneous Income	15,000	54	14,946	0%	-	15,000
3852	Sponsorships & Donations	-	21	(21)	0%	-	-
3900	Transfers In	375,200	-	375,200	0%	-	375,200
3903	DAERF Administrative Services Fees	300	-	300	0%	-	300
3955	Public Surplus Revenue	1,500	-	1,500	0%	-	1,500
	Total General Fund	**16,849,700**	**528,116**	**16,321,584**	**3%**	**-**	**16,849,700**
110	Development Agreement						
3222	Cannabis Development Agreement Fee	950,000	22,750	927,250	2%	-	950,000
3800	Interest Income	5,000	-	5,000	0%	-	5,000
	Total Development Agreement	955,000	22,750	932,250	2%	-	955,000

City of Wildomar
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Account Number	Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
115 ARPA Fund						
3800 Interest Income	60,000	-	60,000	0%	6,000,000	6,060,000
Total ARPA Fund	60,000	-	60,000	0%	6,000,000	6,060,000
120 Measure AA Fund						
3100 Sales & Use Tax	5,404,700	378,431	5,026,269	7%	-	5,404,700
3800 Interest Income	150,000	-	150,000	0%	-	150,000
Total Measure AA Fund	5,554,700	378,431	5,176,269	7%	-	5,554,700
125 General Plan Update Fund						
3900 Transfers In	200,000	-	200,000		-	200,000
Total General Plan Update Fund	200,000	-	200,000	0%	-	200,000
200 Gas Tax						
3503 Gas Tax 2103	340,200	103,155	237,045	30%	-	340,200
3505 Gas Tax 2105	230,400	56,269	174,131	24%	-	230,400
3506 Gas Tax 2106	147,400	37,306	110,094	25%	-	147,400
3507 Gas Tax 2107	276,400	77,859	198,541	28%	-	276,400
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3580 Developer Reimbursement	-	6,693	(6,693)	0%	-	-
Total Gas Tax	1,000,400	287,282	713,119	29%	-	1,000,400
201 Measure A						
3520 Measure A Revenue	1,052,500	77,324	975,176	7%	-	1,052,500
3800 Interest Income	500	-	500	0%	-	500
Total Measure A	1,053,000	77,324	975,676	7%	-	1,053,000
203 TDA Fund						
3524 TDA Article 3 Rev	300,000	-	300,000	0%	-	300,000
Total TDA Fund	300,000	-	300,000	0%	-	300,000
210 AQMD						
3510 AQMD-AB2766	48,000	-	48,000	0%	-	48,000
Total AQMD	48,000	-	48,000	0%	-	48,000
212 Waste Services						
3120 Franchise Fees-Solid Waste	50,000		50,000	0%	-	50,000
3131 Street Sweeping Mitigation Fee	150,000		150,000	0%	-	150,000
3800 Interest Income	15,000		15,000	0%	-	15,000
Total Waste Services	215,000	-	215,000	0%	-	215,000
220 CFD 2022-1						
3552 Special Assessment Tax B - Public Safety	69,400	-	69,400	0%		69,400
3573 Special Assessment Tax - Zone 0	6,300	-	6,300	0%		6,300
3574 Special Assessment Tax - Zone 1	35,200	-	35,200	0%		35,200
3575 Special Assessment Tax - Zone 2	10,700	-	10,700	0%		10,700
Total CFD 2022-1	121,600	-	121,600	0%	-	121,600
221 CFD 2022-2						
3551 Special Assessment Tax - Zone 1	37,900	-	37,900	0%	-	37,900
Total CFD 2022-2	37,900	-	37,900	0%	-	37,900

City of Wildomar
Revenue Group Budget Report
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July 1st, 2023 to September 30th, 2023

Account Number	Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
222 CFD 2013-1 Zone 24						
3551 Special Assessment Tax - Zone 24	61,700	-	61,700	0%	-	61,700
Total CFD 2013-1	61,700	-	61,700	0%	-	61,700
223 CFD 2022-3						
3551 Special Assessment Tax A - Maintenance	79,000	-	79,000	0%	-	79,000
Total CFD 2022-3	79,000	-	79,000	0%	-	79,000
224 CFD 2023-1						
3551 Special Assessment Tax A - Maintenance	7,500	-	7,500	0%	-	7,500
Total CFD 2023-1	7,500	-	7,500	0%	-	7,500
251 LLMD 89-1C						
3800 Interest Income	1,200	-	-	0%	-	1,200
8181 Zone 181 Special Assessment	27,400	-	27,400	0%	-	27,400
8803 Zone 3 Special Assessment	107,700	-	107,700	0%	-	107,700
8818 Zone 18 STL Special Assessment	1,000	-	1,000	0%	-	1,000
8826 Zone 26 STL Special Assessment	1,400	-	1,400	0%	-	1,400
8827 Zone 27 STL Special Assessment	1,600	-	1,600	0%	-	1,600
8829 Zone 29 Special Assessment	1,200	-	1,200	0%	-	1,200
8830 Zone 30 Special Assessment	35,100	-	35,100	0%	-	35,100
8835 Zone 35 STL Special Assessment	100	-	100	0%	-	100
8842 Zone 42 Special Assessment	37,200	-	37,200	0%	-	37,200
8850 Zone 50 STL Special Assessment	400	-	400	0%	-	400
8851 Zone 51 Special Assessment	9,600	-	9,600	0%	-	9,600
8852 Zone 52 Special Assessment	71,000	-	71,000	0%	-	71,000
8859 Zone 59 Special Assessment	6,100	-	6,100	0%	-	6,100
8862 Zone 62 Special Assessment	19,000	-	19,000	0%	-	19,000
8867 Zone 67 Special Assessment	8,200	-	8,200	0%	-	8,200
8870 Zone 70 STL Special Assessment	1,500	-	1,500	0%	-	1,500
8871 Zone 71 Special Assessment	12,800	-	12,800	0%	-	12,800
8872 Zone 71 Spec. Assess-Lighting	500	-	500	0%	-	500
8873 Zone 73 STL Special Assessment	1,000	-	1,000	0%	-	1,000
Total LLMD 89-1C	344,000	-	342,800	0%	-	344,000
252 CSA-22						
3550 Special Assessment	31,600		31,600	0%	-	31,600
Total CSA-22	31,600	-	31,600	0%	-	31,600
253 CSA-103						
3557 Special Assessment - Street Lights	155,000	-	155,000	0%	-	155,000
3558 Special Assessment - Landscape	22,600	-	22,600	0%	-	22,600
Total CSA-103	177,600	-	177,600	0%	-	177,600
254 CSA-142						
3550 Special Assessment	37,900	-	37,900	0%	-	37,900
Total CSA-142	37,900	-	37,900	0%	-	37,900

City of Wildomar
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Account Number	Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
255 Measure Z Park						
3320 Special Event Revenue	-	80	(80)	0%	-	-
3550 Special Assessment	404,000	-	404,000	0%	-	404,000
3553 Marna O'Brien Park-Facility Rent	12,000	4,239	7,761	35%	-	12,000
3555 Windsong Park-Facility Rent	100	10	90	10%	-	100
3800 Interest Income	100	-	100	0%	-	100
Total Measure Z Park	416,200	4,329	411,871	1%	-	416,200
259 CFD 2017-1 DIF Deferral						
3552 Special Assessment	89,300	-	89,300	0%	-	89,300
Total CFD 2017-1	89,300	-	89,300	0%	-	89,300
260 CFD 2013-1						
3551 Special Assessment Tax - Zone 1	37,400	-	37,400	0%	-	37,400
3552 Special Assessment Tax - Zone 2	23,500	-	23,500	0%	-	23,500
Total CFD 2013-1	60,900	-	60,900	0%	-	60,900
261 CFD 2013-1 Zn 3						
3551 Special Assessment Tax A- Maintenance	69,200	-	69,200	0%	-	69,200
Total CFD 2013-1 Annex 1 Zn 3	69,200	-	69,200	0%	-	69,200
262 CFD 2013-1 Zn 4						
3551 Special Assessment Tax A- Maintenance	300	-	300	0%	-	300
Total CFD 2013-1 Annex 2 Zn 4	300	-	300	0%	-	300
263 CFD 2013-1 Zn5						
3551 Special Assessment Tax A- Maintenance	45,700	-	45,700	0%	-	45,700
Total CFD 2013-1 Annex 3 Zn5	45,700	-	45,700	0%	-	45,700
266 CFD 2013-1 Zn8						
3551 Special Assessment Tax A- Maintenance	10,000	-	10,000	0%	-	10,000
Total CFD 2013-1 Annex 6 Zn8	10,000	-	10,000	0%	-	10,000
267 CFD 2013-1 Zn9						
3551 Special Assessment Tax A- Maintenance	12,500	-	12,500	0%	-	12,500
Total CFD 2013-1 Annex 7 Zn9	12,500	-	12,500	0%	-	12,500
268 CFD 2013-1 Zn10						
3551 Special Assessment Tax A- Maintenance	49,400	-	49,400	0%	-	49,400
Total CFD 2013-1 Annex 8 Zn10	49,400	-	49,400	0%	-	49,400
269 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	175,300	-	175,300	0%	-	175,300
Total CFD 2013-1 Special Tax B	175,300	-	175,300	0%	-	175,300
270 CFD 2013-1 Zn11						
3551 Special Assessment Tax A- Maintenance	18,900	-	18,900	0%	-	18,900
Total CFD 2013-1 Zn11	18,900	-	18,900	0%	-	18,900

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271 CFD 2013-1 Zn13						
3551 Special Assessment Tax A- Maintenance	1,300	-	1,300	0%		1,300
Total CFD 2013-1 Zn13	1,300	-	1,300	0%	-	1,300
272 CFD 2013-1 Zn14						
3551 Special Assessment Tax A- Maintenance	7,700	-	7,700	0%	-	7,700
Total CFD 2013-1 Zn14	7,700	-	7,700	0%	-	7,700
273 CFD 2013-1 Zn15						
3551 Special Assessment Tax A- Maintenance	18,500	-	18,500	0%	-	18,500
Total CFD 2013-1 Zn15	18,500	-	18,500	0%	-	18,500
274 CFD 2013-1 Zn16						
3551 Special Assessment Tax A- Maintenance	5,600	-	5,600	0%		5,600
Total CFD 2013-1 Zn16	5,600	-	5,600	0%	-	5,600
276 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	21,700	-	21,700	0%	-	21,700
Total CFD 2013-1 Zn18	21,700	-	21,700	0%	-	21,700
277 CFD 2013-1 Zn19						
3551 Special Assessment Tax A- Maintenance	88,000	-	88,000	0%	-	88,000
Total CFD 2013-1 Zn19	88,000	-	88,000	0%	-	88,000
279 CFD 2013-1 Zn21						
3551 Special Assessment Tax A- Maintenance	2,700	-	2,700	0%	-	2,700
Total CFD 2013-1 Zn21	2,700	-	2,700	0%	-	2,700
280 Grants						
3540 Grant Revenue	86,200	-	86,200	0%		86,200
Total Grants	86,200	-	86,200	0%	-	86,200
281 SLESF						
3521 SLESF Revenue	162,000	8,333	153,667	5%	-	162,000
Total SLESF	162,000	8,333	153,667	5%	-	162,000
283 Public Education & Government (PEG) Fund						
3125 PEG Fee - Cable-Charter Comm	40,000	-	40,000	0%		40,000
Total PEG	40,000	-	40,000	0%	-	40,000
284 Streetlight Fund						
3700 Streetlight Pole Cost Reimbursement	175,100	-	175,100	0%	-	175,100
3800 Interest Income	1,500	-	1,500	0%	-	1,500
Total Streetlight	176,600	-	176,600	0%	-	176,600

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Account Number	Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
300 Cemetery						
3104 RPTTF Redevelopment Property Tax	21,800	-	21,800	0%	-	21,800
3105 Property Tax-Secured	529,800	-	529,800	0%	-	529,800
3106 Property Tax-Unsecured	26,400	-	26,400	0%	-	26,400
3107 Property Tax-Prior Year	4,700	-	4,700	0%	-	4,700
3108 Property Tax-HOPTR	5,500	-	5,500	0%	-	5,500
3109 Property Tax-Supplemental, SBE	14,000	-	14,000	0%	-	14,000
3111 Property Tax-Teeter	10,200	-	10,200	0%	-	10,200
3113 Property Tax-Misc Adjustments	200	91	109	46%	-	200
3800 Interest Income	5,000	-	5,000	0%	-	5,000
3850 Miscellaneous Income	100	-	100	0%	-	100
4100 Cemetery - Plots	60,000	22,233	37,767	37%	-	60,000
4101 Cemetery - Vaults	10,000	2,106	7,894	21%	-	10,000
4102 Cemetery - Niche Walls	3,600	1,421	2,179	39%	-	3,600
4103 Cemetery - Open/Close	25,000	6,785	18,215	27%	-	25,000
4104 Cemetery - Setting fees	5,000	1,479	3,521	30%	-	5,000
4105 Cemetery - Out of District	9,000	5,112	3,888	57%	-	9,000
4106 Cemetery - Vases	2,500	969	1,531	39%	-	2,500
4107 Saturday Service Fees	1,200	853	347	71%	-	1,200
Total Cemetery	734,000	41,049	692,951	6%	-	734,000
301 Cemetery Endowment						
3536 Endowment	48,000	19,442	28,558	41%	-	48,000
3800 Interest Income	4,000	-	4,000	0%	-	4,000
Total Cemetery Endowment	52,000	19,442	32,558	37%	-	52,000
302 Cemetery CIP						
3900 Transfer In	100,000	-	100,000	0%	-	100,000
Total Cemetery CIP	100,000	-	100,000	0%	-	100,000
410 Admin DIF						
3561 DIF-Single Family Residence	6,900	-	6,900	0%	-	6,900
3562 DIF-Multi-Family Residential	-	736	(736)	0%	-	-
3563 DIF-Commercial	2,000	-	2,000	0%	-	2,000
Total Admin DIF	8,900	736	8,164	8%	-	8,900
420 Public Facilities DIF						
3561 DIF-Single Family Residence	52,500	9,600	42,900	18%		52,500
3562 DIF-Multi-Family Residential	-	116,930	(116,930)	0%	-	-
3563 DIF-Commercial	15,000	-	15,000	0%	-	15,000
Total Public Facilities DIF	67,500	126,530	(59,030)	187%	-	67,500
421 Police DIF						
3561 DIF-Single Family Residence	37,500	5,675	31,825	15%		37,500
3562 DIF-Multi-Family Residential	-	69,154	(69,154)	0%	-	-
3563 DIF-Commercial	7,500	-	7,500	0%	-	7,500
Total Police DIF	45,000	74,829	(29,829)	166%	-	45,000
422 Animal Shelter DIF						
3561 DIF-Single Family Residence	37,500	6,250	31,250	17%	-	37,500
3562 DIF-Multi-Family Residential	-	75,472	(75,472)	0%	-	-
Total Animal Shelter DIF	37,500	81,722	(44,222)	218%	-	37,500
423 Corp Yard DIF						

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3561 DIF-Single Family Residence	12,000	1,975	10,025	16%	-	12,000
3562 DIF-Multi-Family Residential	-	24,100	(24,100)	0%	-	-
3563 DIF-Commercial	3,000	-	3,000	0%	-	3,000
Total Corp Yard DIF	15,000	26,075	(11,075)	174%	-	15,000
430 Fire Facilities DIF						
3561 DIF-Single Family Residence	67,500	11,000	56,500	16%	-	67,500
3562 DIF-Multi-Family Residential	-	132,179	(132,179)	0%	-	-
3563 DIF-Commercial	12,000	-	12,000	0%	-	12,000
Total Fire Facilities DIF	79,500	143,179	(63,679)	180%	-	79,500
440 Trans-Roads DIF						
3561 DIF-Single Family Residence	450,000	77,200	372,800	17%	-	450,000
3562 DIF-Multi-Family Residential	-	931,938	(931,938)	0%	-	-
3563 DIF-Commercial	420,000	-	420,000	0%	-	420,000
Total Trans-Roads DIF	870,000	1,009,138	(139,138)	116%	-	870,000
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	52,500	10,025	42,475	19%	-	52,500
3562 DIF-Multi-Family Residential	-	120,746	(120,746)	0%	-	-
3563 DIF-Commercial	60,000	-	60,000	0%	-	60,000
Total Trans-Signals DIF	112,500	130,771	(18,271)	116%	-	112,500
451 Drainage DIF						
3561 DIF-Single Family Residence	225,000	34,525	190,475	15%	-	225,000
3562 DIF-Multi-Family Residential	-	373,016	(373,016)	0%	-	-
3563 DIF-Commercial	60,000	-	60,000	0%	-	60,000
Total Drainage DIF	285,000	407,541	(122,541)	143%	-	285,000
460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	75,000	14,925	60,075	20%	-	75,000
3562 DIF-Multi-Family Residential	-	181,755	(181,755)	0%	-	-
Total Park Land Acquisition DIF	75,000	196,680	(121,680)	262%	-	75,000
461 Park Improvements DIF						
3561 DIF-Single Family Residence	510,000	98,150	411,850	19%	-	510,000
3562 DIF-Multi-Family Residential	-	1,197,530	(1,197,530)	0%	-	-
Total Park Improvements DIF	510,000	1,295,680	(785,680)	254%	-	510,000
470 Community Ctr DIF						
3561 DIF-Single Family Residence	55,800	11,850	43,950	21%	-	55,800
3562 DIF-Multi-Family Residential	-	144,757	(144,757)	0%	-	-
Total Community Ctr DIF	55,800	156,607	(100,807)	281%	-	55,800
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	88,700	18,850	69,850	21%	-	88,700
3562 DIF-Multi-Family Residential	-	229,866	(229,866)	0%	-	-
3563 DIF-Commercial	20,700	-	20,700	0%	-	20,700
Total Multipurpose Trails DIF	109,400	248,716	(139,316)	227%	-	109,400

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Account Number	Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
500 RMRA Capital Projects						
3540 RMRA Revenue	889,800	77,210	812,590	9%		889,800
Total RMRA Capital Projects	889,800	77,210	812,590	9%	-	889,800
501 Capital Reinvestment						
3541 EVMWD Reimb. Payments	59,300	-	59,300	0%	-	59,300
3900 Transfer In	200,000	-	200,000	0%	-	200,000
Total Capital Reinvestment	259,300	-	259,300	0%	-	259,300
502 RCFC Fund						
3540 Grant Revenue	223,500	-	223,500	0%		223,500
Total RCFC	223,500	-	223,500	0%	-	223,500
503 TUMF Fund						
3540 Grant Revenue	12,064,300	-	12,064,300	0%	-	12,064,300
Total TUMF	12,064,300	-	12,064,300	0%	-	12,064,300
505 MSRC Fund						
3540 Grant Revenue	25,000	-	25,000	0%		25,000
Total MSRC	25,000	-	25,000	0%	-	25,000
506 HSIP Fund						
3540 Grant Revenue	16,900	-	16,900	0%	-	16,900
3900 Transfers In	65,000	-	65,000	0%	-	65,000
Total HSIP	81,900	-	81,900	0%	-	81,900
507 Misc State Funded Projects						
3540 Grant Revenue	524,900	-	524,900	0%		524,900
Total Misc State Funded Projects	524,900	-	524,900	0%	-	524,900
508 Local Capital grants-Misc						
3540 Grant Revenue	3,516,000	-	3,516,000	0%	-	3,516,000
Total Local Capital Grants-Misc	3,516,000	-	3,516,000	0%	-	3,516,000
Total	**$ 49,434,400**	**$ 5,342,469**	**$ 44,090,731**	**11%**	**6,000,000**	**55,434,400**

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Fund	*Budget*	*3 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
General Fund						
100 General Fund						
General Government						
City Council	$ 284,200	$ 57,816	$ 226,384	20%	$ 22,100	$ 306,300
City Manager	459,500	67,804	391,696	15%	20,400	479,900
City Clerk	341,200	55,313	285,887	16%	(1,400)	339,800
City Attorney	296,700	22,576	274,124	8%	-	296,700
Economic Development	442,200	77,918	364,282	18%	(100,000)	342,200
Administrative Services	1,046,200	165,423	880,777	16%	(21,100)	1,025,100
Human Resources	312,500	51,517	260,983	16%	(52,100)	260,400
IT Services	344,000	106,609	237,391	31%	-	344,000
Community Services	130,100	54,681	75,419	42%	176,400	306,500
O'Brien Park	2,500	-	2,500	0%	-	2,500
Heritage Park	-	-	-	0%	-	-
Windsong Park	-	-	-	0%	-	-
Ball Fields	25,400	884	24,516	3%	-	25,400
Malaga Park	-	-	-	0%	-	-
11 Acre Park	1,200	600	600	50%	-	1,200
27 Acre Park	5,000	1,600	-	32%	-	5,000
Non-Departmental/Facilities	1,237,700	493,877	743,823	40%	(260,600)	977,100
General Government Total	**4,928,400**	**1,156,618**	**3,771,783**	**23%**	**(216,300)**	**4,712,100**
Community Development						
Community Development Administration	84,900	17,704	67,196	21%	1,700	86,600
Planning Commission	13,400	974	12,426	7%	-	13,400
Building and Safety	659,200	102,227	556,973	16%	21,300	680,500
Planning	712,900	153,171	559,729	21%	24,500	737,400
Development Engineering	556,200	99,909	456,291	18%	9,100	565,300
Cannabis Compliance	51,100	6,942	44,158	14%	-	51,100
Code Enforcement	556,300	75,770	480,530	14%	13,600	569,900
Community Development Total	**2,634,000**	**456,697**	**2,177,303**	**17%**	**70,200**	**2,704,200**
Public Works/Engineering	**486,500**	**56,375**	**430,125**	**12%**	**72,000**	**558,500**
Public Safety						
Office of Emergency Mgmt	17,000	6,496	10,504	38%	6,000	23,000
Police	5,431,100	384,984	5,046,116	7%	-	5,431,100
Fire	2,982,200	6,694	2,975,506	0%	-	2,982,200
Animal Control	423,600	103,481	320,119	24%	-	423,600
Public Safety Total	**8,853,900**	**501,654**	**8,352,246**	**6%**	**6,000**	**8,859,900**
100 General Fund Total	**16,902,800**	**2,171,343.62**	**14,731,456**	**13%**	**$ (68,100)**	**16,834,700**
115 American Rescue Plan Act						
General Government	7,990,000	52,230	7,937,770	1%	(1,598,000)	6,392,000
Total ARPA	**7,990,000**	**52,230**	**7,937,770**	1%	**(1,598,000)**	**6,392,000**

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Fund	*Budget*	*3 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
120 Measure AA						
Public Works/Engineering	595,000	144,129	450,871	24%	52,600	647,600
Local Road Safety Plan CIP051	50,000	-	50,000	0%	-	50,000
Pavement Rehabilitation Program CIP057	1,850,000	156,178	1,693,822	8%	-	1,850,000
Right-of-Way Enhancement Program CIP066	100,000	-	100,000	0%	-	100,000
Interim Field Operations Center CIP098	350,000	-	350,000	0%	-	350,000
Palomar Widening CIP028-2	730,800	-	730,800	0%	-	730,800
Auditing/Admin Services	8,200	2,567	5,633	31%	2,900	11,100
City Clerk	15,200	1,855	13,345	12%	(2,100)	13,100
Bundy Canyon/Scott Road Widening	-	585	(585)	0%	-	-
Slurry Seal CIP058	1,350,000	-	1,350,000	0%	-	1,350,000
Code Enforcement	243,400	38,137	205,263	16%	-	243,400
Police	950,200	69,723	880,477	7%	11,600	961,800
Fire	1,736,200	-	1,736,200	0%	-	1,736,200
Total Measure AA	**7,979,000**	**413,174**	**7,565,826**	5%	**65,000**	**8,044,000**
125 General Plan Update						
General Plan Update	950,000	141,538	808,462	15%	-	950,000
Total General Plan Update	**950,000**	**141,538**	**808,462**	15%	**-**	**950,000**
All General Funds Total:	**33,821,800**	**2,778,286**	**31,043,514**	**8%**	**(1,601,100)**	**32,220,700**

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Fund		*Budget*	*3 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
Non-General Funds							
200-GAS TAX							
	Public Works/Engineering	1,070,500	218,550	851,950	20%	63,800	1,134,300
	Total Gas Tax	**1,070,500**	**218,550**	**851,950**	**20%**	**63,800**	**1,134,300**
201-MEASURE A							
	Public Works/Engineering	1,294,700	101,160	1,193,540	8%	39,300	1,334,000
	Total Measure A	**1,294,700**	**101,160**	**1,193,540**	**8%**	**39,300**	**1,334,000**
210 AQMD							
	Public Works/Engineering	51,900	-	51,900	0%	-	51,900
	Total AQMD	**51,900**	**-**	**51,900**	0%	**-**	**51,900**
212 WASTE SERVICES							
	Public Works	86,300	20,534	65,766	24%	4,000	90,300
	General Government	10,300	1,376	8,924	13%	-	10,300
	Total Waste Services	**96,600**	**21,910**	**74,690**	23%	**4,000**	**100,600**
220 CFD 2022-1 Special Tax A							
	Public Works/Engineering	117,400	1,287	116,113	1%	-	117,400
	Total CFD 2022-1	**117,400**	**1,287**	**116,113**	1%	**-**	**117,400**
221 CFD 2022-2 Special Tax A							
	Public Works/Engineering	5,000	1,250	3,750	25%	-	5,000
	Total CFD 2022-2	**5,000**	**1,250**	**3,750**	25%	**-**	**5,000**
222 CFD 2013-1 Zone 24							
	Public Works/Engineering	53,700	-	53,700	0%	-	53,700
	Total CFD 2013-1 Zn 24	**53,700**	**-**	**53,700**	0%	**-**	**53,700**
223 CFD 2022-3							
	Public Works/Engineering	5,000	1,250	3,750	25%	-	5,000
	Total CFD 2022-3	**5,000**	**1,250**	**3,750**	25%	**-**	**5,000**
224 CFD 2023-1							
	Public Works/Engineering	7,500	-	7,500	0%	-	7,500
	Total CFD 2023-1	**7,500**	**-**	**7,500**	0%	**-**	**7,500**

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Fund	Budget	3 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
251 LLMD 89-1C						
Public Works/Engineering Streetlights	55,700	13,940	41,760	25%	11,600	67,300
General Government	-	152	(152)	0%	200	200
Zone 3 Landscaping	148,200	34,026	114,174	23%	-	148,200
Zone 18	700	-	700	0%	-	700
Zone 26	800	-	800	0%	-	800
Zone 27	1,500	130	1,370	9%	-	1,500
Zone 29	2,300	280	2,020	12%	-	2,300
Zone 30	14,000	4,310	9,690	31%	-	14,000
Zone 35	400	-	400	0%	-	400
Zone 42	31,000	9,603	21,397	31%	-	31,000
Zone 50	400	-	400	0%	-	400
Zone 51	6,700	932	5,768	14%	-	6,700
Zone 52	18,400	771	17,629	4%	-	18,400
Zone 59 Streetlights	700	111	589	16%	-	700
Zone 59 Landscape	3,200	-	3,200	0%	-	3,200
Zone 62	11,600	729	10,871	6%	-	11,600
Zone 67	4,300	348	3,952	8%	-	4,300
Zone 70	800	23	777	3%	-	800
Zone 71 Streetlights	600	-	600	0%	-	600
Zone 71 Landscape	10,400	753	9,647	7%	-	10,400
Zone 73 Streetlights	500	-	500	0%	-	500
Zone 181 Streetlights	1,700	182	1,518	11%	-	1,700
Zone 181 Landscape	20,500	183	20,317	1%	-	20,500
CIP091 Catch Basin Retrofit Project	385,100	-	385,100	0%	-	385,100
LLMD 89-1C Total	**719,500**	**66,474**	**653,026**	**9%**	**11,800**	**731,300**
252 CSA-22						
Street Lights	44,000	4,322	39,678	10%	-	44,000
CSA-22	**44,000**	**4,322**	**39,678**	**10%**	**-**	**44,000**
253 - CSA 103						
Landscape & Drainage	20,900	2,131	18,769	10%	-	20,900
Street Lights	170,200	13,827	156,373	8%	-	170,200
CSA-103	**191,100**	**15,958**	**175,142**	**8%**	**-**	**191,100**
254 - CSA 142						
Public Works	1,500	-	1,500	0%	-	1,500
Street Lights	29,800	2,286	27,514	8%	-	29,800
CSA-142	**31,300**	**2,286**	**29,014**	**7%**	**-**	**31,300**
255 Measure Z - Parks						
Community Services	97,900	15,294	82,606	16%	(9,000)	88,900
City Manager	-	27	(27)		-	-
O'Brien Park	164,700	46,639	118,061	28%	-	164,700
Heritage Park	58,100	10,403	47,697	18%	-	58,100
Windsong Park	56,600	16,246	40,354	29%	-	56,600
Malaga Park	12,900	2,482	10,418	19%	-	12,900
Total Measure Z Park	**390,200**	**91,091**	**299,109**	**23%**	**(9,000)**	**381,200**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY 2023-24
July 1, 2022 to September 30, 2023

Fund		Budget	3 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
CFD's							
259	CFD 20171 DIF Deferral	83,800	875	82,925	1%	-	83,800
260	CFD 2013-1 Maintenance	51,500	12,845	38,655	25%	-	51,500
261	CFD 2013-1 Annex 1 Zone 3	59,200	4,759	54,441	8%	-	59,200
262	CFD 2013-1 Annex 2 Zone 4	1,900	349	1,551	18%	-	1,900
263	CFD 2013-1 Annex 3 Zone 5	40,100	3,382	36,718	8%	-	40,100
266	CFD 2013-1 Annex 6 Zone 8	9,300	104	9,196	1%	-	9,300
267	CFD 2013-1 Annex 7 Zone 9	11,600	-	11,600	0%	-	11,600
268	CFD 2013-1 Annex 8 Zone 10	40,600	-	40,600	0%	-	40,600
269	CFD 2013-1 Spec Tax B	162,900	-	162,900	0%	-	162,900
270	CFD 2013-1 Zone 11	14,800	44	14,756	0%	-	14,800
271	CFD 2013-1 Zone 13	1,300	-	1,300	0%	-	1,300
272	CFD 2013-1 Zone 14	7,200	-	7,200	0%	-	7,200
273	CFD 2013-1 Zone 15	15,400	-	15,400	0%	-	15,400
274	CFD 2013-1 Zone 16	5,300	-	5,300	0%	-	5,300
276	CFD 2013-1 Zone 18	20,500	-	20,500	0%	-	20,500
277	CFD 2013-1 Zone 19	77,000	463	76,537	1%	-	77,000
279	CFD 2013-1 Zone 21	2,800		2,800	0%	-	2,800
	Total CFD's	**605,200**	**22,821**	**582,380**	**4%**	**-**	**605,200**
280-Grants							
280-992	CalRecycle SB1383 Grant	50,000	-	50,000	0%	-	50,000
280-962	CalRecycle CCPP Grant	10,000	-	10,000	0%	-	10,000
280-990	Multi-Family Design Guidelines	-	3,901	(3,901)	0%	-	-
	Total Grants	**60,000**	**3,901**	**56,099**	7%	**-**	**60,000**
281-SLESF-COPS Grant		161,300	-	161,300	0%	-	161,300
	SLESF	**161,300**	**-**	**161,300**	0%	**-**	**161,300**
283 PEG Grant							
	Services and Equipment	36,800	5,879	30,921	16%	-	36,800
	Total PEG Grant	**36,800**	**5,879**	**30,921**	16%	**-**	**36,800**
284 Streetlight							
	Public Works	175,600	-	175,600	0%	-	175,600
	Total Streetlight Fund	**175,600**	**-**	**175,600**	0%	**-**	**175,600**
300 Cemetery		1,096,300	150,387	945,913	14%	30,200	1,126,500
	Cemetery	**1,096,300**	**150,387**	**945,913**	14%	**30,200**	**1,126,500**
302-Cemetery Capital Improvement Projects							
	Cemetery Frontage Improvements CIP067-1	700,000	3,912	696,088	1%	-	700,000
	Cemetery CIP	**700,000**	**3,912**	**696,088**	1%	**-**	**700,000**
422-Animal Shelter DIF		124,900	62,415	62,485	50%	-	124,900
	Total Animal Shelter DIF	**124,900**	**62,415**	**62,485**	50%	**-**	**124,900**
440-Trans-Road DIF		2,897,100	-	2,897,100	0%	-	2,897,100
	Total Trans - Road DIF	**2,897,100**	**-**	**2,897,100**	0%	**-**	**2,897,100**
450- Trans -Signals DIF							
	Bundy Canyon/Orchard St. Traffic Signal CIP075	15,000	-	15,000	0%	-	15,000
	Bundy/Almond Traffic Circle CIP076	15,000	-	15,000	0%	-	15,000
	Total Trans - Signals DIF	**30,000**	**-**	**30,000**	0%	**-**	**30,000**
451- Drainage DIF							
	Wildomar Channel/McVicar Crossing CIP073	282,700	-	282,700	0%	-	282,700
	Total Drainage DIF	**282,700**	**-**	**282,700**	0%	**-**	**282,700**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY 2023-24
July 1, 2022 to September 30, 2023

Fund		Budget	3 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
460-Park Land Acquisition DIF							
	Park Purchase	2,500,000	234	2,499,766	0%	(2,450,000)	50,000
	Total Park Land Acquisition DIF	**2,500,000**	**234**	**2,499,766**	0%	**(2,450,000)**	**50,000**
461- Park Improvements DIF							
	Marna O'Brien Park	15,000	-	15,000	0%	-	15,000
	New 20 Acre Park CIP099	245,000	8,619	236,381		-	245,000
	New 27 Acre Park	178,000	32,119	145,881	18%	-	178,000
	Total Park Improvement DIF	**438,000**	**40,738**	**397,262**	9%	**-**	**438,000**
490-Library DIF		13,700	-	13,700	0%	-	13,700
	Total Library DIF	**13,700**	**-**	**13,700**	0%	**-**	**13,700**
500-RMRA Capital Projects							
500-057	Pavement Rehab Program CIP057	2,059,000	55,561	2,003,439	3%	-	2,059,000
	Total RMRA Capital Projects	**2,059,000**	**55,561**	**2,003,439**	3%	**-**	**2,059,000**
501-Capital Reinvestment							
501-073	Wildomar Channel/McVicar Crossing CIP073	611,800	-	-	0%	-	611,800
501-909	Bundy Canyon EVMWD Reimbursement	-	157,043	-	0%	-	-
	Total Capital Reinvestment	**611,800**	**157,043**	**454,757**	26%	**-**	**611,800**
503-Transformation Uniform Mitigation Fee (TUMF) - Local							
503-001	Palomar/Clinton Keith Bike Path CIP059	-	7,863	(7,863)	0%	-	-
503-909	Bundy Canyon/Scott Rd Widen CIP026	5,775,000	129,483	5,645,517	2%	-	5,775,000
503-070	Bundy Canyon/I-15 Interchange Study CIP070	500,000	124	499,876	0%	-	500,000
503-074	Baxter Rd/I-15 Interchange Study CIP074	500,000	62	499,938	0%	-	500,000
503-090	Bundy Canyon West - Widen & ATP CIP090	85,000	-	85,000	0%	-	85,000
503-092	Bundy Canyon Widening Sidewalks CIP092	225,000	-	225,000	0%	-	225,000
503-912	Palomar Widening CIP028	3,113,300	58,318	3,054,982	2%	-	3,113,300
503-913	Clinton Keith Widen CIP025	2,366,000	5,604	2,360,396	0%	-	2,366,000
	Total TUMF	**12,564,300**	**201,455**	**12,362,845**	2%	**-**	**12,564,300**
505-Mobile Source Air Pollution Reduction Review Committee (MSRC) - State							
505-057	Pavement Management Program CIP057	50,000	-	50,000	0%	-	50,000
	Total MSRC	**50,000**	**-**	**50,000**	0%	**-**	**50,000**
506-Highway Safety Improvement Program (HSIP) - Federal							
506-088	Harvest Way/Bundy Canyon TS CIP088	272,900	17	272,883	0%	-	272,900
506-089	Traffic Signal Retrofits & Upgrd. CIP089	375,200	34	375,166	0%	-	375,200
	Total HSIP	**648,100**	**51**	**648,049**	0%	**-**	**648,100**
507-State Funded Capital Projects - Miscellaneous - State							
507-051	Local Road Safety Plan CIP051	84,000	-	84,000	0%	-	84,000
	Total Miscellaneous State Funded Projects	**84,000**	**-**	**84,000**	0%	**-**	**84,000**
Non-GF Funds Total:		**$29,217,200**	**$1,229,933**	**$27,987,267**	**4.21%**	**(2,309,900)**	**$26,907,300**
Grand Total- All Funds		**$63,039,000**	**$4,008,219**	**$59,030,781**	**6%**	**$ (3,911,000)**	**$ 59,128,000**



CITY OF WILDOMAR

FY2023-24 1ST QUARTER BUDGET REPORT

NOVEMBER 8TH, 2023

Adam Jantz – Finance Manager

FY2023/24 REVENUE

- No Changes in General Fund Revenue
- Increase $6,000,000 in ARPA to Recognize Revenue for City Hall Purchase



FY2023/24 GENERAL FUND EXPENDITURES

Incorporates Increase in Monthly Benefit Allowances Across Departments

Decrease Rent Expenditures in Non-Departmental Due to City Hall Purchase

Removal of Executive Assistant Position from FY2024 Schedule of Positions

Move Building Inspector I/II Position from FY2025 to FY2024 and Plan and Adjust Contractual Services for the Delay of Hiring Senior Building Inspector

FY2023/24 GENERAL FUND EXPENDITURES

Addition of Another Administrative Assistant in Administrative Services

Add City Engineer Title to Public Works Director

Addition of Facilities Contract Specialist Under Community Services

Adjustment of Community Services Director and Management Analyst I Position Allocations to General Fund in Order to Manage and Support Facilities Contract Specialist

FY2023/24 NON-GENERAL FUND EXPENDITURES

- Addition of Second Principal Engineer as CIP Manager
- Move Forward the Onboarding of a Road Maintenance Team with 1 Senior Maintenance Worker and 3 Maintenance Worker I/IIs Under Funds 120 & 200
- Addition of Senior Maintenance Worker Under Community Services


QUESTIONS?

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2023-24 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

WHEREAS, The City of Wildomar Biennial Budget for FY 2023-24 and FY 2024-25 was approved by the Wildomar City Council on June 14th, 2023;

WHEREAS, changing economic conditions, program and service reviews require that the original approved budget and authorized position schedule be regularly monitored and updated: and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the adjustments to the FY 2023-24 Budgets increasing the total amount of projected revenues to $55,434,400 and decreasing total projected expenditures to $59,128,000 and adopts the revised Schedule of Authorized Positions for FY2023-24.

PASSED, APPROVED, AND ADOPTED this 8th day of November 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: November 8, 2023

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:

Title- Councilmember-Anticipated Date

1. Amend Fencing Requirements - Benoit - Jan 2024
2. Official reserve policy - Marquez - Nov 2023
3. Illegal Dumping Fee - Marquez - TBD

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.1
Meeting Date: November 8, 2023

SUBJECT: Cemetery Minutes - October 11, 2023 Regular Meeting

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Approve the Minutes as presented

ATTACHMENTS:
A. 10-11-2023 - Cemetery Minutes

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT –REGULAR MEETING
WEDNESDAY, OCTOBER 11, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular session meeting was called to order by Chair Morabito at 8:25 P.M.

ROLL CALL

Members in attendance: Dustin Nigg, Carlos Marquez, Bridgette Moore, Joseph Morabito
Members absent: Ashlee DePhillippo
Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Finance Manager Jantz, Public Works Director Farag, Economic Development Director Davidson, Administrative Services Director Schrader, IT Technician Sung, Community Services Director Torres, Human Resources and Risk Manager Wolf and Code Enforcement Supervisor Berroteran.

PUBLIC COMMENTS

None.

BOARD COMMUNICATIONS

None.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez, seconded by Dustin Nigg to Approve the Agenda as presented.

Motion Approved: 4 – 0
Voting For: Dustin Nigg, Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Ashlee DePhillippo

4. CEMETERY CONSENT CALENDAR

Moved by Carlos Marquez, seconded by Dustin Nigg to Approve the Agenda as presented.

Motion Approved: 4 – 0
Voting For: Carlos Marquez, Bridgette Moore, Joseph Morabito
Voting Against: None
Abstain: None
Absent: Ashlee DePhillippo

4.1 Cemetery Minutes – September 13, 2023 Regular Meeting

Approved the minutes as presented.

4.2 Warrant Register Cemetery September 2023

Approved the following:
For Fiscal Year 2023/2024
1. Warrant Register dated 09-07-2023 in the amount of $228.83.
2. Warrant Register dated 09-14-2023 in the amount of $63.95.
3. Warrant Register dated 09-28-2023 in the amount of $4,121.65.

4.3 August 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for August 2023.

4.4 Wildomar Cemetery District Records Management Retention Schedule Update

Adopted a Resolution entitled:

RESOLUTION NO. WCD2023 - 03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, WILDOMAR, CALIFORNIA, UPDATING THE RECORDS RETENTION SCHEDULE FOR THE WILDOMAR CEMETERY DISTRICT

4.5 Acceptance of FY2021-22 Cemetery District Annual Comprehensive Financial Report

Received and filed the FY 2021-22 Cemetery District Annual Comprehensive Financial Report.

5. CEMETERY PUBLIC HEARINGS

None scheduled.

6. CEMETERY GENERAL BUSINESS

None scheduled.

GENERAL MANAGER REPORT

None.

FUTURE AGENDA ITEMS

None.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Morabito adjourned the meeting at 8:27 p.m.

Submitted by:

Janet Morales, CMC
Clerk of the Board

Approved by:

Joseph Morabito
Chair

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: November 8, 2023

SUBJECT: Warrant Register Cemetery October 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2023/2024
1. Warrant Register dated 10-12-2023 in the amount of $1,680.64.

For Fiscal Year 2023/2024
2. Warrant Register dated 10-12-2023 in the amount of $3,155.70.
3. Warrant Register dated 10-26-2023 in the amount of $823.84.

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

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 and 2023/24 Budget.

ATTACHMENTS:
Warrant Reg CEM Oct 2023 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217272	10/12/2023	001300 DELL MARKETING L.P.	10679734111	0000460	REPLACEMENT COMPUTERS	1,680.64
					Total :	**1,680.64**

1 Vouchers for bank code : wf **Bank total :** **1,680.64**

1 Vouchers in this report **Total vouchers :** **1,680.64**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217273	10/12/2023	000367 CINTAS CORPORATION	4168923163		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4169601562		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**283.32**
217274	10/12/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12595920		08/19/23-09/18/23 CEMETERY WATER SERVICE	2,097.43
					Total :	**2,097.43**
217275	10/12/2023	000941 FRONTIER	91923		CEMETERY VOICE/INTERNET SVC 09/19/23-10/	136.80
					Total :	**136.80**
217276	10/12/2023	000186 RIGHTWAY	357874		(2) CEMETERY RESTROOM MAINTENANCE/SERVIC	449.55
					Total :	**449.55**
217277	10/12/2023	000790 SPARKLETTS	10723		CEMETERY DRINKING WATER THROUGH 10/07/23	69.95
					Total :	**69.95**
217278	10/12/2023	001720 STERICYCLE, INC	8004813770B		CONTRACTUAL SHREDDING SVC	118.65
					Total :	**118.65**

6 Vouchers for bank code : wf **Bank total :** **3,155.70**

6 Vouchers in this report **Total vouchers :** **3,155.70**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217334	10/19/2023	000088 ACE HARDWARE	307570/3		CEMETERY DEPT SUPPLIES	123.86
					Total :	**123.86**
217335	10/19/2023	000367 CINTAS CORPORATION	4170297971		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4171096511		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4171732617		STAFF UNIFORM & TOWEL MAINTENANCE	132.78
					Total :	**416.10**
217336	10/19/2023	000219 WESTERN FIRE CO., INC.	59566B		ANNUAL FIRE EXTINGUISHER SERVICES	283.88
					Total :	**283.88**

3 Vouchers for bank code : wf **Bank total :** **823.84**

3 Vouchers in this report **Total vouchers :** **823.84**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: November 8, 2023

SUBJECT: September 2023 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Approve the Treasurer's Report for September 2023.

SUMMARY:
September 2023 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of September 2023.

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

ACCOUNT CODE:
300-1011
301-1011

ATTACHMENTS:
September 2023 Cemetery Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
September 2023

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 409,295.58	$ 409,295.58	$ 409,295.58	28.89%	0	5.55%
300	CAMP MANAGED ACCOUNT	$ 1,017,440.26	$ 1,017,440.26	$ 1,007,408.25	71.11%	763	Variable
	TOTAL	$ 1,426,735.84	$ 1,426,735.84	$ 1,416,703.83	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 407,437.65	$ -	$ 1,857.93	$ -	$ 409,295.58	5.55%
300	CAMP MANAGED ACCOUNT	$ 1,016,754.77	$ -	$ 685.49	$ -	$ 1,017,440.26	Variable
	TOTAL	$ 1,424,192.42	$ -	$ 2,543.42	$ -	$ 1,426,735.84	

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

10/19/2023

Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.4
Meeting Date: November 8, 2023

SUBJECT: Resolution of Intention for the Wildomar Cemetery District to Dedicate Right of Way for the Palomar Street Widening Project (CIP 028-2)

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. WCD2023 - ____
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT DECLARING ITS INTENTION TO DEDICATE RIGHT OF WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES; AND FIXING A TIME AND PLACE FOR HEARING ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED DEDICATION

SUMMARY:
The City of Wildomar's Palomar Street Widening, Phase 2, Project from Wildomar Trail to Gruwell Street (CIP 028-2) requires right-of-way acquisition from adjacent property owners. Right-of-way from the Wildomar Cemetery District (District) is required. Action from the District Board of Trustees is required to initiate the process.

BACKGROUND:
Included in the City of Wildomar's (City) 5-Year Capital Improvement Program (CIP) is the widening and improvement of Palomar Street from Wildomar Trail to Gruwell Street (CIP 028-2). Included in the same project design and construction are the Phase 1 improvements to the Wildomar Cemetery and the improvement of Gruwell Street along the Cemetery frontage (CIP 067-1). Attachment A includes the Capital Project Detail Sheets for both projects which are being designed together and are planned to be constructed together (Projects). The Projects are programmed in the City's FY 23/24 and 24/25 budgets. Right-of-way acquisition from properties along Palomar Street is required to complete the Projects.

DISCUSSION:
Project design and the preparation of construction plans are continuing and are scheduled for completion in early 2024. Right-of-way for the street widening is nearing completion. One parcel remaining to be acquired is a three-foot wide strip along the Wildomar Cemetery. This right of way is required to complete the street and cemetery improvements in front of the Cemetery consisting of four travel lanes, a bicycle lane, a twelve-foot multi-purpose trail, and a four-foot landscape area in front of the new cemetery fence and wall.

Dedication of the required right of way by the Cemetery District must conform to the regulations of the California Health and Safety Code. The attached resolution is required to initiate the process with the District Board of Trustees, adopting a Resolution of Intention to dedicate the right of way to the City of Wildomar. This will be followed by the Board of Trustees holding a public hearing within 60 days of the resolution adoption. The Resolution establishes the date of the public hearing as December 13, 2023.

FISCAL IMPACT:
The project was approved by the City of Wildomar City Council as part of the 5-Year CIP. There is no District funding required for this action. The dedication of right-of-way to the City will be at no cost to the City, subject to the City's obligation to improve the right-of-way pursuant to a road widening project, including curb and gutters, at no cost to the District.

ATTACHMENTS:
Resolution
A - Project Detail Sheets

RESOLUTION NO. WCD2023 - ____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT DECLARING ITS INTENTION TO DEDICATE RIGHT-OF-WAY TO THE CITY OF WILDOMAR FOR ROAD AND UTILITY PURPOSES; AND FIXING A TIME AND PLACE FOR HEARING ALL PERSONS INTERESTED IN OR OBJECTING TO THE PROPOSED DEDICATION

WHEREAS, the Wildomar Cemetery District ("District") owns certain parcels of real property (APN 376-060-012) that abut Palomar Road in the City of Wildomar ("City"), County of Riverside, State of California (the "Property");

WHEREAS, the City is pursuing its Palomar Street Widening Phase 2 Project, the completion of which requires dedication of right-of-way over a portion of the Property, which is described and depicted in Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, the provisions of the Public Cemetery District Law, California Health and Safety Code §§ 9000 et seq., authorizes a cemetery district to dedicate real property or an interest in real property owned by the District to another public agency for use as roads or utility rights-of-way;

WHEREAS, pursuant to California Government Code § 9056, before proceeding with a dedication of an interest in real property to another public agency for road right-of-way, the Board of Trustees is required to adopt a resolution of intention describing the proposed dedication and making specified findings, all as set forth hereinbelow.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. **Recitals.** The recitals set forth above are true and correct, and are incorporated herein as a substantive part of this Resolution.

SECTION 2. Real Property Description. The interest in real property proposed to be dedicated to the City is described and depicted with particularity in Exhibit A, attached hereto and made a part hereof by this reference.

SECTION 3. **Terms and Conditions.** The dedication of right-of-way to the City shall be at no cost to the City, subject to the City's obligation to improve the right-of-way pursuant to a road widening project, including curb and gutters, at no cost to the District.

SECTION 4. Findings. The Board of Trustees finds, based on substantial evidence presented to the Board of Trustees, as follows:

(A) That the real property has never been used for interments.

This finding is supported through the recorded permits of disposition held by the Wildomar Cemetery District. Review of the cemetery plot map confirms that no interment has been conducted in the proposed location.

(B) That no interment rights have been sold or leased for the real property.

This finding is supported by the Certificates of Burial distributed and sales records retained by the Wildomar Cemetery District. Review of the cemetery plot map indicates no plots in the proposed location.

(C) That the district does not need the property for cemetery purposes.

This finding is supported by the fact that the location is currently being utilized as landscape area consisting of tree frontage and the proposed right-of-way dedication area is not listed as a projected location for any future interments.

SECTION 5. Reason for Proposed Dedication. The Board of Trustees affirms, based on representations by City officers, that the proposed dedication of right-of-way is necessary for the construction of the roadway widening project known as Palomar Street Widening Phase 2 Project, to facilitate safe and efficient travel on the affected roads.

SECTION 6. **Public Hearing.** The Board of Trustees fixes December 13, 2023, at the hour of 6:00 p.m., as the time and the Council Chambers, 23873 Clinton Keith Road, Suite 106, in the City of Wildomar, California, as the place for hearing all persons interested in or objecting to the proposed dedication.

SECTION 7. Notice of Public Hearing. The Board of Trustees hereby directs that notice of said hearing on this proposed right-of-way dedication be published for at least once not less than ten (10) days prior to the hearing and in the manner provided by Section 6061 of the Government Code.

SECTION 8. **Declaration of Public Interest.** The Board of Trustees hereby finds, determines and declares that the proposed dedication of right-of-way described herein is in the public interest and in the best interests of the District.

SECTION 9. **Certification.** The Secretary to the Board of Trustees shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 8th day of November, 2023.

_____
Joseph Morabito
Chair

APPROVED AS TO FORM:

_____
Thomas D. Jex
District Counsel

ATTEST:

_____
Janet Morales, CMC
Clerk of the Board

EXHIBIT A

Legal Description and Depiction

EXHIBIT "A-13"
LEGAL DESCRIPTION
PERMANENT ROADWAY EASEMENT
PA-13

THAT PORTION OF LOT 27, IN BLOCK "L" OF ELSINORE, RANCHO LA LAGUNA, AS SHOWN BY THE MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, OF RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 28, 1947 IN BOOK 874, AT PAGE 168 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, AND AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 117 OF RECORDS OF SURVEY AT PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF LAST SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE WESTERLY CORNER OF SAID LOT 27, SAID CORNER BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GRUWELL STREET, HAVING A 30.00 FOOT SOUTHEASTERLY HALF-WIDTH, WITH THE NORTHEASTERLY LINE OF PALOMAR STREET, HAVING A 30.00 FOOT NORTHEASTERLY HALF-WIDTH, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 37°12'59" WEST, 8.62 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 07°54'17" EAST, 7.95 FEET TO A LINE LYING 3.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 52°54'14" EAST, 289.37 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID QUITCLAIM DEED;

THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 37°05'46" WEST, 3.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PALOMAR STREET;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 52°54'14" WEST, 295.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 901 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE AND GRUWELL STREET, BEING NORTH 52°54'14" WEST, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED **EXHIBIT "B-13"** HAS BEEN PREPARED AT MARK THOMAS BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

BYRON J. CAZAR, L.S. 9337

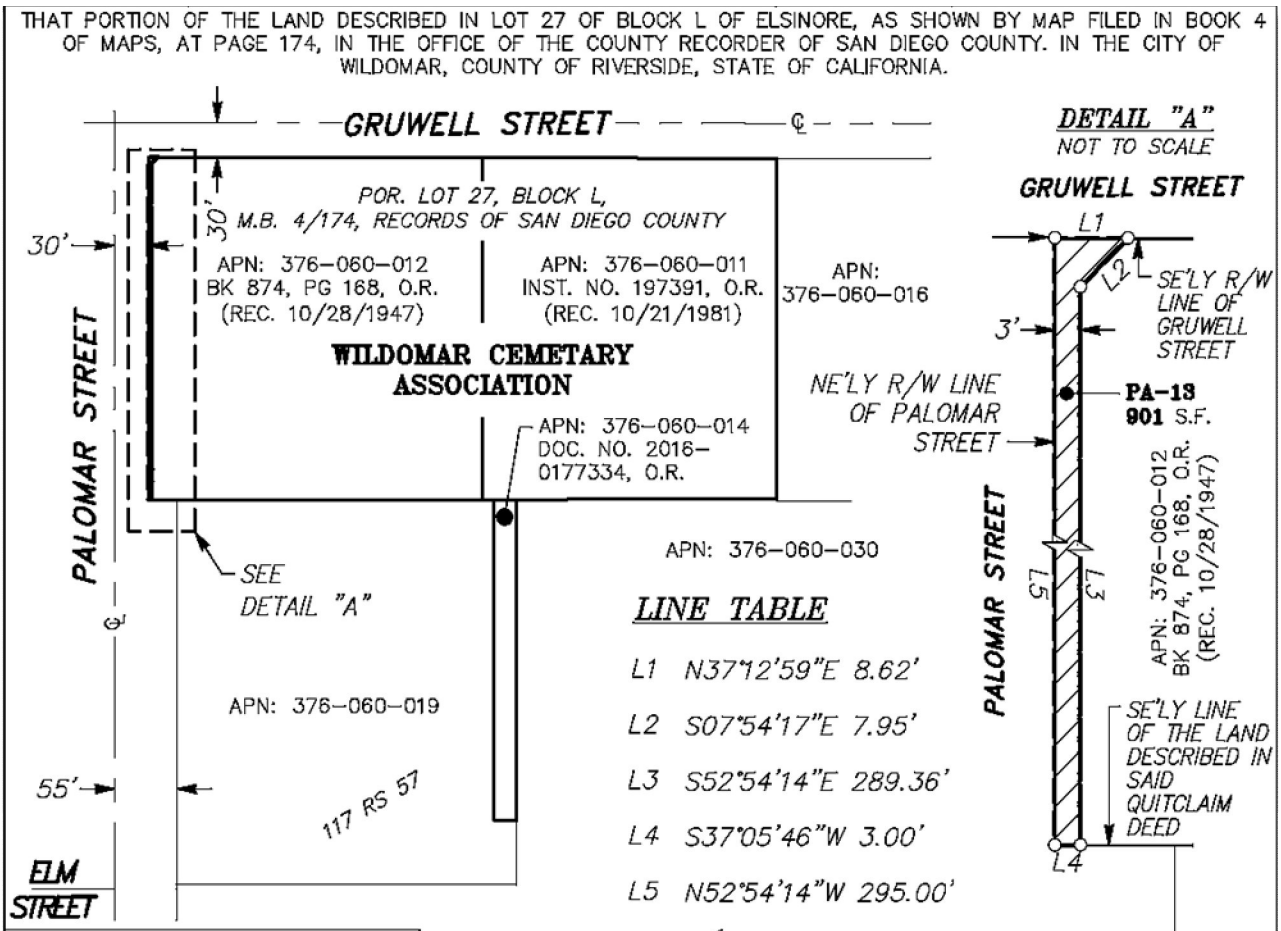


12/20/2022
DATE

EXHIBIT B-13

PARCEL #	TYPE OF INTEREST	AREA	APN
PA-13	PERMANENT ROADWAY EASEMENT		376-060-012

THAT PORTION OF THE LAND DESCRIBED IN LOT 27 OF BLOCK L OF ELSINORE, AS SHOWN BY MAP FILED IN BOOK 4 OF MAPS, AT PAGE 174, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY. IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	TIE LINE
APN	ASSESSOR'S PARCEL NUMBER
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
o	DIMENSION POINT

NOTES

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE & GRUWELL STREET, BEING NORTH 52°54'14" WEST, PER RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

LICENSED LAND SURVEYOR
BYRON J. CAZAR
No. 9337
STATE OF CALIFORNIA



THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION

MARK THOMAS					
	12/20/2022	1	GCP	1	1

Parcel Map Check Report

Parcel Name: PA-13 - PERMANENT ROADWAY EASEMENT
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:5,812.4926'	East:4,041.9976'

Segment# 1: Line

Course: N37°12'59"E	Length: 8.62'
North: 5,819.3572'	East: 4,047.2112'

Segment# 2: Line

Course: S7°54'17"E	Length: 7.95'
North: 5,811.4828'	East: 4,048.3045'

Segment# 3: Line

Course: S52°54'14"E	Length: 289.37'
North: 5,636.9481'	East: 4,279.1132'

Segment# 4: Line

Course: S37°05'46"W	Length: 3.00'
North: 5,634.5591'	East: 4,277.2987'

Segment# 5: Line

Course: N52°54'14"W	Length: 295.00'
North: 5,812.4894'	East: 4,041.9994'

Perimeter: 603.94'	Area: 900.83Sq.Ft.
Error Closure: 0.0037	Course: S29°58'08"E
Error North : -0.00318	East: 0.00183

Precision 1: 163,227.03

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Palomar St. Widening Project (Phase 2)**	**CIP NO.:**	028-2	**DEPT:**	Public Works
LOCATION:	Gruwell St. to Wildomar Trail	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Phase 2 of the Palomar St. Widening Project will widen Palomar St. between Gruwell St. to Wildomar Trail. This project will be designed and constructed concurrently with Phase 1 of the Cemetery Master Plan improvements (see CIP 067-1 for details and additional funding). Improvements on Palomar St. will include the addition of new vehicle lanes to widen the road from two lanes to four lanes, bike lanes, sidewalks, and multi-purpose trails. Design of the project will also take into account the Wildomar Old Town Vision located at the northeast corner of Wildomar Trail and Palomar St. The project will also include improvements to Gruwell St. along the frontage of the cemetery, including roadway widening, bike lanes, curb, gutter, and a pedestrian path (sidewalk and/or trail).



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	51,000				51,000	-	-	-	-
Right-of-Way	180,000				180,000	-	-	-	-
Construction	4,800,000				3,860,000	940,000	-	-	-
Const Admin/Inspect.	218,000				208,000	10,000	-	-	-
Total Cost:	**$ 5,249,000**				**$ 4,299,000**	**$ 950,000**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
503 - TUMF	$ 3,935,750				$ 3,113,250	$ 822,500	$ -	$ -	$ -
120 - Measure AA	730,750				730,750	-	-	-	-
201 - Measure A	150,000				22,500	127,500	-	-	-
203 - TDA Fund	432,500				432,500	-	-	-	-
	-				-	-	-	-	-

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 23/24 to FY 27/28

PROJECT SUMMARY					
PROJECT TITLE:	**Phase 1 Cemetery Improvements**	**CIP NO.:**	067-1	**DEPT:**	Public Works
LOCATION:	Wildomar Cemetery (Gruwell and Palomar)	**CATEGORY:**	Cemetery	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Design and Construction of Phase 1 Improvements consisting of:
- Americans with Disabilities Act (ADA) Improvements
- Removal and construction of new cemetery walls and gates.
- Landscaping on street side of the walls.

Note: This project will be designed concurrently with CIP 028-2 (Palomar St. Widening along the cemetery frontage). See CIP 028-2 for details.







PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	10,000				10,000	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	715,000				635,000	80,000	-	-	-
Const Admin/Inspect.	57,000				55,000	2,000	-	-	-
Total Cost:	**$ 782,000**				**$ 700,000**	**$ 82,000**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
302 - Cemetery CIP	$ 782,000				$ 700,000	$ 82,000	$ -	$ -	$ -
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

DocuSign Envelope ID: 8487C9DF-3A06-4048-9D05-ABAAC6B8F9B9

Attachment A

MEMORANDUM OF UNDERSTANDING

HOLT MINISTRIES

COMMUNITY EVENT PARTNERSHIP

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MEMORANDUM OF UNDERSTANDING
(HOLT MINISTRIES)

This Memorandum of Understanding ("MOU") is entered into this day of _____, 2023 by and between the City of Wildomar, a California general law city, ("City") and Holt Ministries, a California 501 (c) 3 non-profit. ("Foundation"). City and Foundation may be referred to individual or collectively as a "Party" or the "Parties."

RECITALS

A. Foundation is a nonprofit organization with the goal to encourage people through positive communication and assist the youth, elderly and widows through community involvement.

B. Foundation desires to conduct a Temporary Event on November 18, 2023, that will distribute 1,000 turkeys to the community out of the Wildomar Elks Lodge (Event).

C. City desires to partner in the Event and provide traffic safety assistance to the Foundation to conduct the Event, as the Foundation provides a benefit to the community and the Event assist to improve the quality of life within the community.

D. The purpose and intent of this MOU is to set forth the mutual understanding of the Parties regarding the City's partnership of the Event and hosting assistance to be provided.

OPERATIVE PROVISIONS

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

1.0 PARTNERSHIP AND MARKETING

1.1 City will partner in the Event on November 18, 2023, in the form of benefits described in section 2.1 provided that the Event is held as stated in the Temporary Event Permit. If the Event is not held on November 18, 2023, the City shall incur no obligation to commit the partnership toward a future Event.

2.0 ALLOCATION OF PARTNERSHIP BENEFITS

2.1 The partnership identified in Section 1.1 of this MOU will be in relation to the benefits the City will provide the Foundation per the Community Event Partnership Policy. As stated on page 3 of the policy, a staff liaison will be assigned to Foundation to assist and confirm that all Temporary Event Application requirement are fulfilled. The Foundation will be required to fulfill the permit process, provide the required insurance documents, and any required inspections and reporting. The application review and processing fee associated to the Temporary Event Permit will be waived upon approval by City Council. The city will also facilitate traffic control measures for the Event.

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3.0 PERMITS AND APPROVALS

Foundation shall obtain all necessary permits and approvals from the City and all other agencies with jurisdiction over the Event. Nothing in this MOU shall be construed as altering or waiving the City's permit and approval requirements applicable to the Event.

4.0 GENERAL PROVISIONS

4.1 Either party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event that a legal action is brought challenging this MOU, either Party may terminate this MOU effective immediately by written notice to the other Party.

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

4.3 Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this MOU.

4.4 This MOU shall be administered and executed by the City Manager or his or her designated representative on behalf of City. The City Manager shall have the authority to issue interpretations and to make amendments to this MOU. No amendment to or modification of this MOU shall be valid unless made in writing and approved by Foundation and City.

4.5 The person or persons executing this MOU on behalf of Foundation represents and warrants that he/she/they has/have the authority to so execute this MOU and to bind Foundation to the performance of its obligations hereunder.

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

CITY OF WILDOMAR	HOT MINISTRIES
_____	Davis Holt
Daniel A. York City Manager	By: Davis Holt Its: President
ATTEST:	_____
_____	By: _____
Janet Morales City Clerk	Its: _____

DocuSign Envelope ID: 8487C9DF-3A06-4048-9D05-ABAAC6B8F9B9

APPROVED AS TO FORM

_____

Thomas Jex
City Attorney