CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, NOVEMBER 9, 2022
Special Closed Session 4:30 PM | Closed Session 5:00 PM
Regular Session 6:00 PM

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

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

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

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

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

CALL TO ORDER – SPECIAL CLOSED SESSION - 4:30 P.M. / REGULAR CLOSED SESSION - 5:00 P.M.

ROLL CALL

PUBLIC COMMENTS

SPECIAL CLOSED SESSION

SPECIAL CLOSED SESSION

RECOMMENDATION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Project: Palomar St. Widening (Phase 2) (CIP 028-2) Right-of-Way Acquisition

Properties: See table below.
Agency negotiator: Dan York, City Manager.
Negotiating parties: See table below.
Under Negotiation: Instruction regarding price and term of payment.

APN	Property Owner	Property Address and/or Location
376-051-001, 002	Jeff McElrath	No Address (Vacant Land) Two parcels on the southwest corner of Palomar St./Gruwell St.
376-051-003, 004	Richard McEntyre	No Address (Vacant Land) Two parcels approximately 275' and 325' southwest of the intersection of Gruwell St. and Palomar St.
376-051-005	Hikmat Ghuloum Trust	No Address (Vacant Land) Parcel approximately 135' northwest of Elm St. and Palomar St.
376-051-006	Jaleel Karimi	35431 Meadow Park Circle
376-141-001,002	Lake Elsinore Unified School District	21575 Palomar Street
376-052-002	Charles E. Smith	21535 Palomar Street
376-060-018	Hamara LLC, et al.	No Address (Vacant Land) Parcel on the east side of Palomar St. between Elm St. and Wildomar Trail

376-150-005	Michael Gerji Rihan	21564 Palomar St.
376-052-003	Nguyen and Le LLC	32523 Wildomar Trail
376-052-001	Salem and Gloria Yaldo	21465 Palomar St. Wildomar
376-060-030	Eastern Municipal Water District	No Address Parcel located east of the US Post Office and south of the Wildomar Cemetery, with an extension to the east side of Palomar St. at the intersection of Elm St.
376-060-019	United States Postal Service	21392 Palomar Street
376-060-011, 012, 014	Wildomar Cemetery Association	21400 Palomar St.

Note: Property locations listed above with cardinal or ordinal directions assume that Palomar St. is oriented North-South and the intersecting streets (Gruwell St., Elm St., Wildomar Trail) are oriented East-West.

2. 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

REGULAR 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 Manager.

2. The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.
Agency representative: Ben J. Benoit
Unrepresented employee: City Manager

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS
1. Family Court Awareness Month Proclamation
2. Red Ribbon Week Proclamation
3. Bright Business Wildomar
4. Other Presentations

DEPARTMENT REPORTS

General Plan Update - Progress Report #5
Presented By: Matthew Bassi

RECOMMENDATION:
Receive and File.

Public Works/Engineering - Construction Updates
Presented By: Jason Farag

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

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

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

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

1. CONSENT CALENDAR

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

1.1 Reading of Ordinances

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

1.2 Minutes-September 14, 2022 Regular Meeting

RECOMMENDATION:
Approve minutes as presented.

1.3 Warrant Register October 2022

Presented By: Robert Howell

RECOMMENDATION:
Approve the following:

For Fiscal Year 2021/2022

1. Warrant Register dated 10-06-2022 in the amount of $8,998.82.
2. Warrant Register dated 10-13-2022 in the amount of $10,369.94.
3. Warrant Register dated 10-22-2022 in the amount of $38,537.36.

For Fiscal Year 2022/2023

1. Warrant Register dated 10-06-2022 in the amount of $96,598.57.
2. Warrant Register dated 10-13-2022 in the amount of $1,156,724.62.
3. Warrant Register dated 10-22-2022 in the amount of $54,682.62.
4. Warrant Register dated 10-27-2022 in the amount of $314,435.34.
5. Wire Transfer Register dated 10-31-2022 in the amount of $41,200.80.
6. Payroll Register dated 11-01-2022 in the amount of $209,403.54.

1.4 September 2022 Treasurers Report

Presented By: Robert Howell

RECOMMENDATION:
Approve the Treasurer's Report for September 2022.

1.5 **Second Reading of Ordinance No. 226 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS**

Presented By: Jason Farag

RECOMMENDATION:

Adopt and waive further reading of an Ordinance entitled:

ORDINANCE NO. 226

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS

1.6 **Environmental Purchasing and Practices Policy (EPPP) Update**

Presented By: Jason Farag

RECOMMENDATION:

Approve an update to the City's Recovered Organic Waste Product Procurement Policy to include the procurement of Recycled-Tire Products

1.7 **Acceptance of Public Improvements for Tract 32024 (Project No. 18-0117) by KB Home Coastal, Inc., a California corporation**

Presented By: Emily Stadnik

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 32024, KB HOME COASTAL, INC.

1.8 **Annexation No. 2 into Community Facilities District No. 2022-1 (Services) for Verano (TR 37476)**

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ____

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. 2) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.9 Establishment of Community Facilities District No. 2022-3 (Verano)

RECOMMENDATION:
Adopt the following Resolutions:

RESOLUTION NO. 2022 -___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

And

RESOLUTION NO. 2022 - ___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $6,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR

1.10 Professional Services Agreement for Website Design and Website Hosting with CivicPlus LLC.

Presented By: Kimberly Davidson

RECOMMENDATION:
Approve City Manager to execute the agreement.

1.11 FY 2023-2025 Biennial Budget Schedule

Presented By: Robert Howell

RECOMMENDATION:
Receive and File the FY 2023-2025 Biennial Budget Schedule.

1.12 Banking Services Contract Award

Presented By: Robert Howell

RECOMMENDATION:
Approve the awarding of a Banking Services contract with Wells Fargo and direct the City Manager and/or Administrative Services Director to complete a contract with the bank and bring back the final contract documents back to the City Council for final approval.

1.13 Contract Extension with WRCOG and Yunex LLC for Streetlight Maintenance
Presented By: Jason Farag

RECOMMENDATION:
Authorize the City Manager to execute the Second Amendment to Appendix 11 of the Amended and Restated Professional Services Agreement (PSA) related to streetlight operations and maintenance between the Western Riverside Council of Governments (WRCOG), Yunex LLC, and the City of Wildomar.

1.14 Approval of a Services Agreement with SCA of CA, LLC for Street Sweeping Services
Presented By: Jason Farag

RECOMMENDATION:
Authorize the City Manager to execute a Services Agreement with SCA of CA, LLC for Street Sweeping Services

1.15 Palomar Street Widening (Phase 2) - Right-of-Way Acquisition (CIP 028-2)
Presented By: Jason Farag

RECOMMENDATION:
Adopt a resolution entitled:

RESOLUTION NO. 2022-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS AND OTHER RELATED DOCUMENTS FOR ACQUISITION OF REAL PROPERTY REQUIRED FOR THE PALOMAR STREET WIDENING PROJECT (CIP 028-2)

1.16 HDL Business Registration- Second Amendment to Extend Agreement One Year
Presented By: Robert Howell

RECOMMENDATION:
Approve and authorize the City Manager to execute an amendment with HDL Software LLC (HDL) for Business Registration services to exercise the option to extend the term of the agreement one year, to December 11, 2023, as noted in Section 1. Term of Agreement, in the Original Agreement dated December 11, 2019.

1.17 Acceptance of Public Improvements for Tract 36497 (Project No. 14-0010) by Lennar Homes of California, Inc., a California corporation
Presented By: Emily Stadnik

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 36497, LENNAR HOMES OF CALIFORNIA, INC.

2. PUBLIC HEARINGS

2.1 Ordinance No. 224 & 225 - 2nd Readings (California Building Codes Update)
Presented By: Scott Burns

RECOMMENDATION:
1. Approve an Ordinance entitled:

ORDINANCE NO. 224
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO

2. Approve an Ordinance entitled:

ORDINANCE NO. 225
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

3. GENERAL BUSINESS

3.1 **Compensation & Classification Study - Position Descriptions Acceptance, Position Classification Placements, and Employee Benefit Revisions**
Presented By: Robert Howell

RECOMMENDATION:
Adopt Resolution entitled:

RESOLUTION NO. 2022 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING POSITION CLASSIFICATION DESCRIPTIONS; ADOPTING A NEW PAY PLAN; REVISING THE POSITION CLASSIFICATION SCHEDULE; UPDATING HEALTH BENEFIT ALLOTMENT; ADDING A GROUP SPONSORED LIFE INSURANCE PLAN AS AN EMPLOYEE BENEFIT; REVISING RULE XI.C. (HOLIDAYS) OF THE CITY'S PERSONNEL RULES; AND INITIATING TRANSITION TO A 9/80 WORK SCHEDULE

3.2 **Civic Center Site Selection Discussion #2**

RECOMMENDATION:
Receive and File the report. Provide Direction relative to:
1. Purchase the 20 acre Anne Sullivan parcel for use as a passive park.
2. Designate Site #2 as the location for a Field Operations Center.
3. Preference to pursue Site #3 or Site #4 for a future civic center or wait for another location.
4. Continue the civic center discussions as part of the FY 23/24 budget workshops.

CITY MANAGER REPORT
1. Street Signage (Benoit-Future Agenda Discussion)
2. Sidewalk Vending (Moore-Future Agenda Discussion)

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:
Title- Councilmember-Anticipated Date
~~1. Street Signage – Benoit - Nov 2022~~
~~2. Sidewalk Vending Process – Moore – Nov 2022~~
3. Firework Ordinance - Morabito - Jan 2023
4. Clinton Keith Road on/off Ramp Maintenance - Moore - Jan 2023
5. Specifications for Little Free Library and other community donated items - Morabito - Feb 2023

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4. CEMETERY CONSENT CALENDAR

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

4.1 Minutes- October 12, 2022, Regular Meeting

RECOMMENDATION:
Approve minutes as presented.

4.2 Warrant Register Cemetery October 2022

Presented By: Robert Howell

RECOMMENDATION:
Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 10-06-2022 in the amount of $362.91.
2. Warrant Register dated 10-13-2022 in the amount of $4.99.
3. Warrant Register dated 10-27-2022 in the amount of $4,398.26.

4.3 September 2022 Cemetery Treasurers Report

Presented By: Robert Howell

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the Treasurer's Report for September 2022.

5. CEMETERY PUBLIC HEARINGS

No Items Scheduled.

6. CEMETERY GENERAL BUSINESS
No Items Scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

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

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

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

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

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

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

AFFIDAVIT OF POSTING

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

Janet Morales, CMC
City Clerk
Dated: November 4, 2022

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: November 9, 2022

SUBJECT: SPECIAL CLOSED SESSION

PREPARED BY: Thomas Jex, City Attorney/District Counsel

ACTION:
1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to confer with legal counsel and conference with real property negotiators as follows:

Project: Palomar St. Widening (Phase 2) (CIP 028-2) Right-of-Way Acquisition

Properties: See table below.
Agency negotiator: Dan York, City Manager.
Negotiating parties: See table below.
Under Negotiation: Instruction regarding price and term of payment.

APN	Property Owner	Property Address and/or Location
376-051-001, 002	Jeff McElrath	No Address (Vacant Land) Two parcels on the southwest corner of Palomar St./Gruwell St.
376-051-003, 004	Richard McEntyre	No Address (Vacant Land) Two parcels approximately 275' and 325' southwest of the intersection of Gruwell St. and Palomar St.
376-051-005	Hikmat Ghuloum Trust	No Address (Vacant Land) Parcel approximately 135' northwest of Elm St. and Palomar St.
376-051-006	Jaleel Karimi	35431 Meadow Park Circle
376-141-001,002	Lake Elsinore Unified School District	21575 Palomar Street
376-052-002	Charles E. Smith	21535 Palomar Street
376-060-018	Hamara LLC, et al.	No Address (Vacant Land) Parcel on the east side of Palomar St. between Elm St. and Wildomar Trail

376-150-005	Michael Gerji Rihan	21564 Palomar St.
376-052-003	Nguyen and Le LLC	32523 Wildomar Trail
376-052-001	Salem and Gloria Yaldo	21465 Palomar St. Wildomar
376-060-030	Eastern Municipal Water District	No Address Parcel located east of the US Post Office and south of the Wildomar Cemetery, with an extension to the east side of Palomar St. at the intersection of Elm St.
376-060-019	United States Postal Service	21392 Palomar Street
376-060-011, 012, 014	Wildomar Cemetery Association	21400 Palomar St.

Note: Property locations listed above with cardinal or ordinal directions assume that Palomar St. is oriented North-South and the intersecting streets (Gruwell St., Elm St., Wildomar Trail) are oriented East-West.

2. 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

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: November 9, 2022

SUBJECT: CLOSED SESSION

PREPARED BY: Thomas Jex, City Attorney/District Counsel

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 Manager.

2. The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.
Agency representative: Ben J. Benoit
Unrepresented employee: City Manager

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: November 9, 2022

SUBJECT: General Plan Update - Progress Report #5

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi, Planning Director

ACTION:
Receive and File.

SUMMARY:
Staff provided the City Council with the General Plan Update Briefing #4 at its last meeting on October 12, 2022. That briefing primarily covered the month of September 2022. The following is a summary of the recent task assignments completed during the month of October 2022 and the tasks/assignments coming forth over the next 30+ days. For more details, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

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

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

- Completed the last of our key Stakeholder Interviews (October 2022).
- Held our General Plan Advisory Group meeting #2.1 (October 10, 2022).
- Continued to refine proposed changes to preliminary Land Use plan designations & opportunity areas.
- Continued to refine the list of Guiding Principles based on feedback received from public outreach conducted to date.

Upcoming Tasks/Assignments (Next 30+ days):

- Community Workshop #2 (Land Use) coming on November 10, 2022, @ Corporate Room. Virtual workshop meeting on Nov. 15, 2022
- General Plan Advisory Group meeting #3 is set for January 2023).
- Beginning work on Circulation Element/Mobility Plan revisions in coordination with Public

Works Dept.

- Planning Commission & City Council Study Session/Briefing (tentatively scheduled for February and March 2023, respectively).

Website Update:

- 1,420 Unique visitors since the website launched on June 14, 2022.
- 294 total unique visitors in the month of October 2022.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Meeting Date: November 9, 2022

SUBJECT: Public Works/Engineering - Construction Updates

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag, Public Works Director

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

ATTACHMENTS:
PW/ENG Construction Updates

Road Construction Updates

Public Works/Engineering Department

City of Wildomar

November 9, 2022



Bundy Canyon Rd. (City CIP)

Traffic Signal Installed at Monte Vista Dr.



Traffic Signal Installation at Sellers Rd.



Bundy Canyon Rd. (City CIP)

Old Pavement Reconstruction and Widening



Old Pavement Reconstruction and Widening



Bundy Canyon Rd. (City CIP)

Paving on North Side of Road



Paving on North Side of Road



Bundy Canyon Rd. (City CIP)

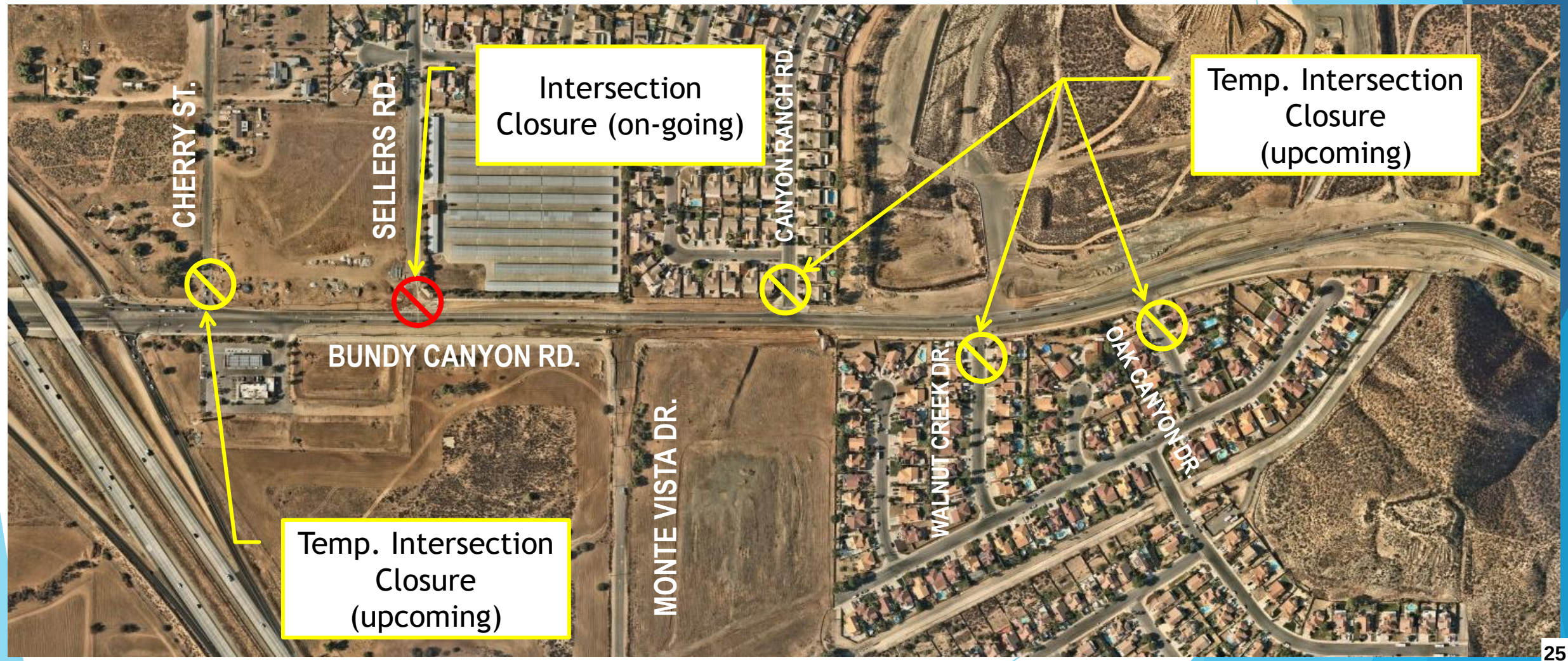
Paving on North Side of Road



Paving on North Side of Road



Bundy Canyon Rd. – Traffic Control Impacts



Bundy Canyon: One Month Look-Ahead

Placement of new asphalt on north side of the road

Completion of Traffic Signal installations

Temporary intersection closures upcoming at:

- Walnut Creek Rd.
- Oak Canyon Dr.
- Canyon Ranch Rd.
- Cherry St.

Intersection paving at I-15 N/B Ramps

Estimated Project Completion: January 2023

Palomar St./Clinton Keith Rd. (City CIP)

Sidewalk Reconstruction at The Barn Driveway



Slope Grading along Palomar St.



Palomar St./Clinton Keith Rd. (City CIP)

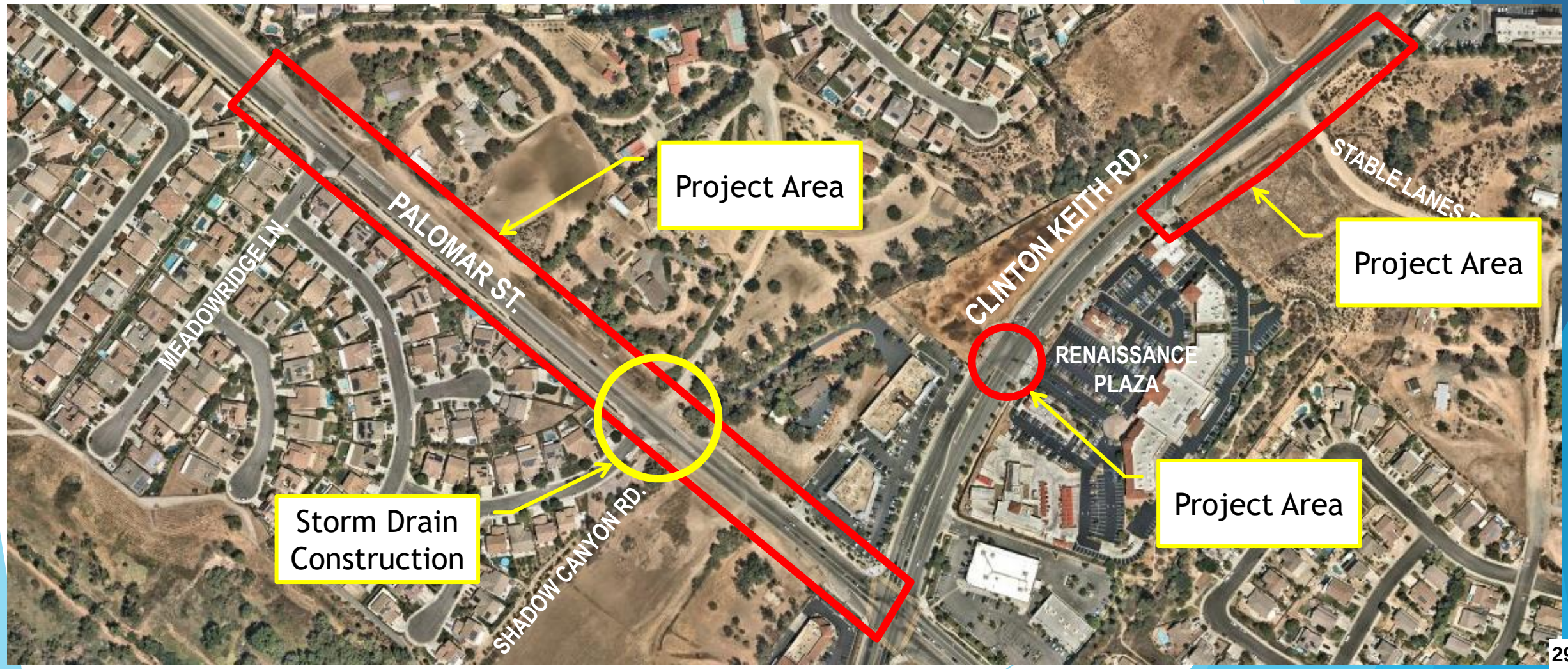
Storm Drain Installation



Storm Drain Headwall Construction



Palomar St. – Traffic Control Impacts



Palomar St: One Month Look-Ahead

- Utility relocation completion
- Completion of Storm Drain facilities
- Construction of curb, gutter, and sidewalks
- Construction of retaining wall
- Begin placement of aggregate base in advance of asphalt pavement
- Estimated Project Completion: January 2023

Beazer Homes (Grand Ave./McVicar St.)

Grand Ave. Sidewalk and Widening



Grand Ave. Sidewalk and Widening



Beazer Homes (Grand Ave./McVicar St.)

McVicar St. Paving and Sidewalk



McVicar/Grand Intersection to be Improved



Beazer Homes: Status Update

- Grand Ave: cross-gutters and sidewalk
- McVicar St: Street lights, parkway, sidewalk, and landscaping
- Utility line relocations and undergrounding beginning
- Projected McVicar St. Culvert Schedule: December 2022 - March 2023

Baxter Village (Wildomar Trail)

Wildomar Trail Improvements On-Going



Baxter Village (Wildomar Trail)

Kaiser MOB On-Site Work Progressing



Baxter Village: Status Update

- Driveway construction on Wildomar Trail near completion
- On-site Kaiser MOB work beginning
- Continuing off-site improvements for Wildomar Trail

Lennar Horizons (Prielipp Rd./Elizabeth Ln.)

Prielipp Rd. Paving and Striping Complete



Prielipp Rd. Paving and Striping Complete



Lennar Horizons (Prielipp Rd./Elizabeth Ln.)

Prielipp Rd. Paving and Striping Complete



Prielipp Rd. Paving and Striping Complete



Lennar Horizons (Prielipp Rd./Elizabeth Ln.)

Prielipp Rd. Paving and Striping Complete



Elizabeth Ln. Improvements On-Going



Horizons: Status Update

Prielipp Rd. paved and reopened to traffic

- Minor remaining improvements on Prielipp Rd. on-going

Elizabeth Ln. street improvements on-going

Model Home construction on-going

KB Home Verano (Summer Sage Way)

Summer Sage Way/Sappington Way



Summer Sage Way/Sappington Way



KB Home - Verano (Summer Sage Way)

Model Homes



Model Homes





Questions?

For regular updates, visit:

www.cityofwildomar.org/community/construction_alerts

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: November 9, 2022

SUBJECT: Reading of Ordinances

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: November 9, 2022

SUBJECT: Minutes-September 14, 2022 Regular Meeting

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Approve minutes as presented.

ATTACHMENTS:
09-14-22_City_Council_Min.docx

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, SEPTEMBER 14, 2022
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

REGULAR SESSION 6:00 PM

Members in attendance: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg, Daniel A York, Thomas D Jex

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

The regular meeting was called to order by Mayor Benoit at 6:00 p.m.

ROLL CALL

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

FLAG SALUTE

The flag salute was led by Mayor Pro Tem Morabito.

PRESENTATIONS

1. Proclamations: Eagle Scouts Gavin and Hayden Dalton - postponed
2. Proclamation: Constitution Week

DEPARTMENT REPORTS

Planning Director Bassi provided a general plan update.

PUBLIC COMMENTS

The Following individuals provided public comments:

1. Carlos Marquez
2. Kenny Mayes
3. Brenda Dennstedt

COUNCIL COMMUNICATIONS

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

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

APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the agenda as presented.

1. CONSENT CALENDAR

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

Motion Passed: 5 – 0

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

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances on the agenda.

1.2 July 13, 2022, Minutes

Approved the minutes as presented.

1.3 Warrant Register August 2022

Approved the following:

For the Fiscal Year 2021/2022

1. Warrant Register dated 08-04-2022 in the amount of $389,691.53.
2. Warrant Register dated 08-11-2022 in the amount of $1,139,300.36.
3. Warrant Register dated 08-17-2022 in the amount of $104,042.08.
4. Warrant Register dated 08-25-2022 in the amount of $327,123.02.

For the Fiscal Year 2022/2023

1. Warrant Register dated 08-04-2022 in the amount of $69,106.50.
2. Warrant Register dated 08-11-2022 in the amount of $211,121.83.

3. Warrant Register dated 08-17-2022 in the amount of $37,116.19.
4. Warrant Register dated 08-25-2022 in the amount of $18,954.24.
5. Wire Transfer Register dated 08-31-2022 in the amount of $59,447.57.
6. Payroll Register dated 09-01-2022 in the amount of $315,781.81.

1.4 July 2022 Treasurers Report

Approved the Treasurer's Report for July 2022.

1.5 Road Construction Updates - Public Works/Engineering Department

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

Kenny Mayes provided public comment.

1.6 Zoning Ordinance Amendment No. 2022-05 - 2nd Reading of Ordinance No. 222

Adopted an Ordinance entitled:

ORDINANCE NO. 222

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

1.7 Zoning Ordinance No. 2022-06 - 2nd Reading of Ordinance No. 223

Adopted an Ordinance entitled:

ORDINANCE NO. 223

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

1.8 2022 Conflict of Interest Code Biennial Notice Local Agencies

Received and filed the 2022 Conflict of Interest Code Biennial Notice for the City of Wildomar.

1.9 Wildomar Local Roadway Safety Plan (CIP 051-1)

Adopted a Resolution entitled:

RESOLUTION NO. 2022 - 52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A STATUTORY CEQA EXEMPTION PER SECTION 15262 (FEASIBILITY AND PLANNING STUDIES) OF CEQA AND ADOPTING THE WILDOMAR LOCAL ROADWAY SAFETY PLAN.

1.10 Calendar and Holiday Home Decoration Contests

Received and filed the Calendar and Holiday Home Decoration Contests from by the Community Services Department.

1.11 Second Amendment to the Services Agreement between the City of Wildomar and Infinity Technologies for monthly IT and GIS Services

Authorized the City Manager to execute the Second Amendment to the Information Technology Services Agreement with Infinity Technologies.

1.12 Fiscal Year 2020-2021 Single Audit Report

Received and filed the Fiscal Year 2020-2021 Single Audit Report.

2. PUBLIC HEARINGS

No items Scheduled.

3. GENERAL BUSINESS

3.1 Wildomar Beautification Program Discussion

Provided input and received and filed the conceptual program for the Wildomar Beautification Program.

Feedback included adding a city logo to the Clinton Keith bridge and an on/off ramp banner with the city logo on the street.

Kenny Mayes and Brenda De Dennstedt provided public comments.

3.2 Master License Agreement with Riverside County Flood Control (RCFC) for Public Trail Use within RCFC Facilities

Moved by Dustin Nigg; seconded by Bridgette Moore to Authorize the City Manager to Execute the Master License Agreement with Riverside County Flood Control (RCFC).

Motion Passed: 5- 0

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

CITY MANAGER REPORT

- Mariachi Night-09-17-22- Marna O'Brien Park
- Visit the city's page for info on upcoming events.

FUTURE AGENDA ITEMS

No items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business Mayor Benoit adjourned the meeting at 7:28 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

Approved by:

_____
Ben J. Benoit
Mayor

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: November 9, 2022

SUBJECT: Warrant Register October 2022

SUBMITTED BY: Robert Howell

PREPARED BY: Nicholas Neidiffer , Accounting Specialist

ACTION:
Approve the following:

For Fiscal Year 2021/2022
1. Warrant Register dated 10-06-2022 in the amount of $8,998.82.
2. Warrant Register dated 10-13-2022 in the amount of $10,369.94.
3. Warrant Register dated 10-22-2022 in the amount of $38,537.36.

For Fiscal Year 2022/2023
1. Warrant Register dated 10-06-2022 in the amount of $96,598.57.
2. Warrant Register dated 10-13-2022 in the amount of $1,156,724.62.
3. Warrant Register dated 10-22-2022 in the amount of $54,682.62.
4. Warrant Register dated 10-27-2022 in the amount of $314,435.34.
5. Wire Transfer Register dated 10-31-2022 in the amount of $41,200.80.
6. Payroll Register dated 11-01-2022 in the amount of $209,403.54.

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

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

ATTACHMENTS:
Warrant Reg Oct 2022 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215681	10/6/2022	001733 VP SPECIALTY OPERATIONS, BANKING M	100522		CIP 057 CITYWIDE RD MAINT & REHAB - FINA	8,998.82
					Total :	**8,998.82**

1 Vouchers for bank code : wf **Bank total :** **8,998.82**

1 Vouchers in this report **Total vouchers :** **8,998.82**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215684	10/13/2022	000033 AMERICAN FORENSIC NURSES	75306		BLOOD DRAW (1)	61.22
			75455		BLOOD DRAW (2)	122.44
			75765		BLOOD DRAW (1)	61.22
			75831		BLOOD DRAW (3)	183.66
			75934		BLOOD DRAW (1)	61.22
			75936		DRY RUN (1)	33.39
			76002		BLOOD DRAW (4) DRY RUN (1)	278.27
			76054		BLOOD DRAW (5)	306.10
			76109		BLOOD DRAW (5) DRY RUN (1)	339.49
			76136		BLOOD DRAW (3)	183.66
					Total :	**1,630.67**
215685	10/13/2022	001512 HOPE, INC.	91422		REIMBURSEMENT 21/22 GRANT	8,739.27
					Total :	**8,739.27**

2 Vouchers for bank code : wf **Bank total :** **10,369.94**

2 Vouchers in this report **Total vouchers :** **10,369.94**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215717	10/20/2022	000988 COUNTY OF RIVERSIDE, INFORMATION T	IT0000005451		07/01/21-06/30/22 MEETING SUPPORT RIVCO-	2,680.65
					Total :	**2,680.65**
215718	10/20/2022	001325 GEOCON WEST, INC.	722050408		CIP 026-1 THROUGH 05/15/22	2,795.25
					Total :	**2,795.25**
215719	10/20/2022	000918 TKE ENGINEERING INC	2022-204		11/01/21-04/30/22 CONTRACTUAL SERVICES	33,061.46
					Total :	**33,061.46**
3	**Vouchers for bank code :**	wf			**Bank total :**	**38,537.36**
3	**Vouchers in this report**				**Total vouchers :**	**38,537.36**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203	10/6/2022	001046 MUNICIPAL CONSULTING SERVICES, LLC	93022		09/01/22-09/3022 - PROJECT CONSULTANT	5,197.50
					Total :	**5,197.50**
215664	10/6/2022	000029 APPLEONE	01-6435239		ADMIN W/E 09/24/22	708.48
					Total :	**708.48**
215665	10/6/2022	001837 APRIL PURKISS FOR SCHOOL BOARD	10322		REFUND OF SPONSORSHIP	250.00
					Total :	**250.00**
215666	10/6/2022	001374 ASAP SERVICES	3300		EROSION CONTROL	1,000.00
					Total :	**1,000.00**
215667	10/6/2022	000080 BURKE, WILLIAMS AND SORENSON,, LLP	288351		JULY 2022 LEGAL FEES	39,597.57
					Total :	**39,597.57**
215668	10/6/2022	001748 CALIFORNIA CONSULTING, INC.	5437	0000412	GRANT WRITING SERVICES FY 22/23	4,850.00
					Total :	**4,850.00**
215669	10/6/2022	001222 FOBRO CONSULTING LLC	143	0000422	CONSULTING SERVICES FOR HOMELESS PROGRAM	6,160.00
					Total :	**6,160.00**
215670	10/6/2022	000941 FRONTIER	92222		09/22/22-10/2122 FIOS INTERNET CHARGES	175.98
					Total :	**175.98**
215671	10/6/2022	001481 GLADWELL GOVERNMENTAL SERVICES,	4939		RECORDS RETENTION,DESTRUCTION,SCANNING E	750.00
					Total :	**750.00**
215672	10/6/2022	000685 GREAT AMERICA FINANCIAL SERVIC	32505997		CANON COLOR COPIER SYST. #014-1780554	247.70
					Total :	**247.70**
215673	10/6/2022	000856 MICHAEL BAKER INTERNATIONAL IN	1159087		P/E AUGUST 28, 2022 CONTRACTUAL SERVICES	9,262.50
					Total :	**9,262.50**
215674	10/6/2022	001337 MPS SECURITY	2412	0000425	PARKS PATROL AMEND TO AGREEMENT TO EXTEN	3,524.77

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
215674	10/6/2022	001337	001337 MPS SECURITY	(Continued)		**Total :**	**3,524.77**
215675	10/6/2022	000089	PAPER DIRECT	2079727		CITY COUNICIL DEPT SUPPLIES - CERTIFICAT	1,204.71
						Total :	**1,204.71**
215676	10/6/2022	000526	PRINT POSTAL	16528		A/P WINDOW ENVELOPES	168.56
						Total :	**168.56**
215677	10/6/2022	000290	SOUTHERN CALIFORNIA, ASSOCIATION	SCAGFY230203		DUES ASSESSMENT FY 22/23	4,497.00
						Total :	**4,497.00**
215678	10/6/2022	000138	SOUTHWEST FIRE PROTECTION	INV10746		BALL FIELD - EROSION REPAIR	750.00
						Total :	**750.00**
215679	10/6/2022	001752	THOMAS ELECTRICAL CONTRACTING	21470	0000424	SOX LAMP RETROFITS AT MARNA O'BRIEN PARK	16,544.80
						Total :	**16,544.80**
215680	10/6/2022	000918	TKE ENGINEERING INC	2022-886		08/01/22-08/31/22 CONTRACTUAL SERVICES	1,709.00
						Total :	**1,709.00**

18 Vouchers for bank code : wf **Bank total :** **96,598.57**

18 Vouchers in this report **Total vouchers :** **96,598.57**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215686	10/13/2022	001770 AGUILAR, JANDI	101122A		10/05/22-10/11/22 MILEAGE REIMBURSEMENT	23.75
			101122B		NOTARY REGISTRATION MAIL FORMS TO NNA	19.27
			101122C		NOTARY REGISTRATION	70.57
			10422		08/31/22-10/04/22 MILEAGE REIMBURSEMENT	18.75
					Total :	**132.34**
215687	10/13/2022	000033 AMERICAN FORENSIC NURSES	76178		BLOOD DRAW (1)	61.22
			76207		BLOOD DRAW (1)	61.22
			76279		BLOOD DRAW (5)	306.10
			76281		BLOOD DRAW (2)	122.44
			76327		BLOOD DRAW (1)	61.22
			76343		BLOOD DRAW (4)	244.88
			76344		BLOOD DRAW (1)	61.22
			76463		BLOOD DRAW (1)	61.22
			76494		BLOOD DRAW (4)	244.88
			76571		BLOOD DRAW (1)	61.22
			76572		BLOOD DRAW (1)	61.22
					Total :	**1,346.84**
215688	10/13/2022	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	AUG.2022		ANIMAL CONTROL SERVICE AUG 2022	7,000.00
			SEPT.2022		ANIMAL CONTROL SERVICE SEPT 2022	7,000.00
					Total :	**14,000.00**
215689	10/13/2022	000029 APPLEONE	01-6444313		ADMIN W/E 10/01/22	708.48
					Total :	**708.48**
215690	10/13/2022	001002 ARCHITERRA DESIGN GROUP	30066		08/25/22-09/24/22 SI COORDINATION	708.90
			30067		08/25/22-09/24/22 PLAN CHECK- 2ND PC	437.50
			30068		08/25/22-09/24/22 PLAN CHECK - 1ST PR	531.25
			30069		08/25/22-09/24/22 PLAN CHECK - 1ST PR -	562.50
					Total :	**2,240.15**
215691	10/13/2022	000760 ARMADA ADMINISTRATORS	187562		OCT 2022 PREMIUM	3,749.00
					Total :	**3,749.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215692	10/13/2022	001102 BEE GUY TRAVIS	1438		BEE REMOVAL FROM MASTER VALVE BOX ZONE 3	395.00
					Total :	**395.00**
215693	10/13/2022	000034 BIO-TOX LABORATORIES	43342		RC SHERIFF - LAB SERVICES	384.43
			43343		RC SHERIFF - LAB SERVICES	1,552.05
					Total :	**1,936.48**
215694	10/13/2022	001712 BREWEN'S EMPIRE TROLLEY	101122	0000430	ROOTED IN NATURE EVENT 10/15/22 SHUTTLE	3,740.63
					Total :	**3,740.63**
215695	10/13/2022	000367 CINTAS CORPORATION	5123799955		CITY HALL FIRST AID & SAFETY	615.10
					Total :	**615.10**
215696	10/13/2022	000785 CORELOGIC SOLUTIONS, LLC	82149619		SEPTEMBER 2022 CODE ENFORCEMENT SOFTWARE	174.50
					Total :	**174.50**
215697	10/13/2022	001694 COSTAR REALTY INFORMATION INC	120148081		OCT 2022 CONTRACTUAL SVCS	796.00
					Total :	**796.00**
215698	10/13/2022	000011 CR&R INC.	3026		09/01/22-09/30/22 STREET SWEEPER	603.08
			352314		09/26/22 DUMP 40YD BOX	1,037.76
			352338		10/01/22 3Y D BOX, 90G RECYCLE - BASEBAL	248.31
			352397		10/01/22 3Y D BOX, 90G RECYCLE 60GL GNR	287.58
					Total :	**2,176.73**
215699	10/13/2022	000037 DATA TICKET, INC.	142543		AUG 2022 DAILY CITE PROCESSING	622.85
			143078		AUG 2022 ONLINE/SSN CITATION PROCESSING	325.93
					Total :	**948.78**
215700	10/13/2022	000058 DEPARTMENT OF JUSTICE	600744		JULY 2022 POLICE BLOOD ALCOHOL ANALYSIS	105.00
					Total :	**105.00**
215701	10/13/2022	000022 EDISON	1000322-0828		09/01/22-09/30/22 ELECTRIC WILDOMAR CITY	150.95

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215701	10/13/2022	000022 EDISON	(Continued)			
			100222-1757		09/01/22-09/30/22 ELECTRIC CFD 2013-001	181.07
			100233-9127		09/01/22-09/30/22 ELECTRIC CFD 2013-001	220.37
			100322-0962		09/01/22-09/30/22 ELECTRIC CFD 2013-001	223.78
			100322-4293		09/01/22-09/30/22 ELECTRIC	5,343.40
			100322-4487		09/01/22-09/30/22 ELECTRIC 20505 PALOMAR	47.39
			100322-4610		09/01/22-09/30/22 ELECTRIC CFD 2013-001	116.18
			100322-4845		09/01/22-09/30/22 ELECTRIC CFD ZONE 2	58.08
			100322-7481		09/01/22-09/30/22 ELECTRIC	434.18
			100322-7504		09/01/22-09/30/22 ELECTRIC CFD 2013-1 OR	42.14
			100322-7694		09/01/22-09/30/22 ELECTRIC CFD ZONE 3	202.02
			100322-8975		09/01/22-09/30/22 ELECTRIC CFD ZONE 3	116.17
			92822-2458		08/10/22-09/27/22 ELECTRIC	463.62
					Total :	**7,599.35**
215702	10/13/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11920168		08/09/22-09/08/22 WATER ZONE 52 LOC 01	146.65
			11920224		08/09/22-09/08/22 WATER ZONE 29 LOC 02	43.33
			11920507		08/09/22-09/08/22 WATER ZONE 71 LOC 01	267.73
			11920706		08/09/22-09/08/22 WATER 32637 GRUWELL -	111.49
			11920786		08/09/22-09/08/22 WATER MARNA OBRIEN	6,851.05
			11925461		08/12/22-09/11/22 WATER ZONE 3 LOC 07 M1	80.53
			11928745		08/13/22-09/12/22 WATER ZONE 3 LOC 25 M1	1,886.65
			11928746		08/13/22-09/12/22 WATER ZONE 3 LOC 25 M2	2,542.67
			11930515		08/13/22-09/12/22 WATER ZONE 3 LOC 24 M1	909.78
			11935479		08/19/22-09/19/22 WATER ZONE 3 LOC 23 M1	287.80
			11935689		08/19/22-09/19/22 WATER ZONE 30 LOC 2	67.84
			11935729		08/19/22-09/19/22 WATER ZONE 3 LOC 49 M1	94.03
			11935982		08/19/22-09/19/22 WATER ZONE 51 LOC 1	182.51
			11936145		08/19/22-09/19/22 WATER BASEBALL FIELD	531.31
			11936185		08/19/22-09/19/22 WATER WINDSONG PARK	1,048.07
			11936691		08/19/22-09/19/22 WATER ZONE 3 LOC 29 M1	874.19

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
215702	10/13/2022	000012	ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)				
				11936769		08/19/22-09/19/22 WATER ZONE 3 LOC 29 M2		255.44
				11936772		08/19/22-09/19/22 WATER ZONE 30 LOC 1		260.26
				11936870		08/19/22-09/19/22 WATER ZONE 3 LOC 42 &		338.83
				11937267		08/19/22-09/19/22 WATER 22450 1/2 CERVER		316.12
				11937507		08/19/22-09/19/22 WATER 22450 CERVERA		218.48
				11938603		08/19/22-09/19/22 WATER ZONE 62 - 22933		262.11
				11938690		08/19/22-09/19/22 WATER ZONE 67 - ARNNET		108.00
				11939319		08/20/22-09/20/22 WATER ZONE 3 LOC 35 M1		892.92
				CHECK214882		CREDIT CHECK 214882 04/07/22		-3,657.46
							Total :	**14,920.33**
215703	10/13/2022	001747	FARAG, JASON	101122		09/24/22-10/07/22 REIMBURSEMENT MILEAGE		14.81
							Total :	**14.81**
215704	10/13/2022	000941	FRONTIER	100122		10/01/22-10/31/22 OFFICE TELEPHONE CHARG		53.15
							Total :	**53.15**
215705	10/13/2022	001666	INFINITY TECHNOLOGIES	856	0000414	INFORMATION TECHNOLOGY SUPPORT SERVICES		8,000.00
				869	0000415	GIS CONTRACTUAL SERVICES $2000/MONTH		2,000.00
							Total :	**10,000.00**
215706	10/13/2022	000016	INNOVATIVE DOCUMENT SOLUTIONS	244166		09/01/22-09/30/22 CONTRACT COPIER SERVIC		1,119.15
							Total :	**1,119.15**
215707	10/13/2022	001640	JAMES MCMINN INC	101122A		BUNDY CYN RD WIDE TUMF CIP 026-1 PROG PA		83,573.77
				101122B		BUNDY CYN RD WIDE TUMF CIP 026-1 PROG PA		927,881.32
							Total :	**1,011,455.09**
215708	10/13/2022	001398	LUNA, CAMERON	101022		09/24/22-10/07/22 MILEAGE REIMBURSEMENT		35.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215708	10/13/2022	001398 001398 LUNA, CAMERON	(Continued)		**Total :**	**35.00**
215709	10/13/2022	000042 PV MAINTENANCE, INC.	005-259		CITYWIDE MAINT. CONTRACTUAL SERVICES-SEP	69,498.74
					Total :	**69,498.74**
215710	10/13/2022	001732 ROSALES, ANNELLE	101022		09/24/22-10/07/22 MILEAGE REIMBURSEMENT	8.50
					Total :	**8.50**
215711	10/13/2022	001800 SANTOLUCITO DORE GROUP INC	563	0000411	APPRAISAL REPORT 09/06/22, CAFH ORDER AT	4,800.00
					Total :	**4,800.00**
215712	10/13/2022	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11547272		PUBLIC NOTICE - GENERAL PLAN UPDATE WORK	205.92
			11549958		PUBLIC NOTICE - ZOA 2022-05	249.60
			11549960		PUBLIC NOTICE - ZOA 2022-06	268.32
			11553898		PUBLIC NOTICE - WILDOMAR CROSSROADS	530.40
			11554356		PUBLIC NOTICE - ELECTION	224.64
			11554980		PUBLIC NOTICE - RFP ECONOMIC DEVELOPMENT	499.20
			11559760		PUBLIC NOTICE - RFP COMMUNITY SERVICES	582.86
					Total :	**2,560.94**
215713	10/13/2022	001255 STEVE'S TOWING INC	134794		CASE WI222240019	616.00
					Total :	**616.00**
215714	10/13/2022	001466 TEMECULA MOTORSPORTS	1993527		REPAIR BMW R1250 SHERIFF PATROL BIKE	44.00
					Total :	**44.00**
215715	10/13/2022	000437 VERIZON WIRELESS	9916423540		09/23/22-10/22/22 DATA INTERNET CHARGE	858.51
			9916423541		09/23/22-10/22/22 DATA INTERNET CHARGE	76.02
					Total :	**934.53**

30 Vouchers for bank code : wf **Bank total :** **1,156,724.62**

30 Vouchers in this report **Total vouchers :** **1,156,724.62**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215720	10/20/2022	000029 APPLEONE	01-6452570		ADMIN W/E 10/08/22	708.48
					Total :	**708.48**
215721	10/20/2022	001761 CHARTER COMMUNICATIONS	2318100822		CABLE THROUGH 11/07/22- FS61	5.34
					Total :	**5.34**
215722	10/20/2022	000988 COUNTY OF RIVERSIDE, INFORMATION T	IT0000005452		07/01/21-09/30/22 MEETING SUPPORT-RIVCO-	292.06
					Total :	**292.06**
215723	10/20/2022	000002 CRYSTAL CLEAN MAINTENANCE	1003M		JANITORIAL SERVICES- CITY HALL OCTOBER 1	3,214.75
					Total :	**3,214.75**
215724	10/20/2022	000027 DIRECT TV	082317220X221013		10/12/22-11/11/22 CABLE SERVICE - CITY H	153.99
					Total :	**153.99**
215725	10/20/2022	000022 EDISON	101322-3123		09/13/22-10/13/22 ELECTRIC 23873 CLINTON	199.33
			101322-3487		09/13/22-10/13/22 ELECTRIC 23873 CLINTON	264.84
			101322-7255		09/13/22-10/13/22 ELECTRIC 23873 CLINTON	149.39
			101422-3047		09/14/22-10/13/22 ELECTRIC 34311 MISSION	87.78
			101422-3243		09/14/22-10/13/22 ELECTRIC 31818 CENTRAL	31.66
			101422-3950		09/14/22-10/13/22 ELECTRIC 34311 MISSION	28.54
			101422-5361		09/14/22-10/13/22 ELECTRIC 31818 CENTRAL	80.62
			101422-7372		09/14/22-10/13/22 ELECTRIC 24211 CLINTON	72.21
			101422-8688		09/14/22-10/13/22 ELECTRIC 21458 GRAND A	78.51
			101822-3767		09/16/22-10/17/22 ELECTRIC 31160 CLINTON	11.41
			101822-5249		09/16/22-10/17/22 ELECTRIC 32975 WILLOW	35.93
			101822-7633		09/16/22-10/17/22 ELECTRIC 32975 WILLOW	106.24
					Total :	**1,146.46**
215726	10/20/2022	001325 GEOCON WEST, INC.	722080411		CIP 026-1 THROUGH 08/07/22	1,191.50
			722090410		CIP 026-1 THROUGH 09/04/22	2,165.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
215726	10/20/2022	001325	001325 GEOCON WEST, INC.	(Continued)			**Total :**	**3,356.50**
215727	10/20/2022	000685	GREAT AMERICA FINANCIAL SERVIC	32602787		CANNON COLOR COPIER SYST. #015-1472515		359.97
				32602788		CANNON COLOR COPIER SYST. #016-1585799		214.24
							Total :	**574.21**
215728	10/20/2022	000304	JOE A. GONSALVES & SON	160188	0000423	FY 22/23 PROFESSIONAL CONTRACTUAL LEGISL		3,000.00
				160258	0000423	FY 22/23 PROFESSIONAL CONTRACTUAL LEGISL		3,000.00
							Total :	**6,000.00**
215729	10/20/2022	001647	LACHGAR, ABDURAHMAN	101222A		REIMBURSE - APA CONFERENCE		51.08
				101222B		REIMBURSE - APA CONFERENCE		43.39
				101222C		REIMBURSE - APA CONFERENCE		26.55
				101222D		REIMBURSE - APA CONFERENCE		28.88
				101222E		REIMBURSE - APA CONFERENCE		828.89
							Total :	**978.79**
215730	10/20/2022	001841	MORABITO, JOSEPH	101322		LEAGUE OF CA CITIES TRAVEL EXPENSE		8.77
							Total :	**8.77**
215731	10/20/2022	001813	NCE	1304013001	0000419	PRELIMINARY IMPACTS OF WASTE VEHICLES		6,000.00
							Total :	**6,000.00**
215732	10/20/2022	000185	PITNEY BOWES	100622		POSTAGE METER REFILL 09/14/22		503.50
				CR72822		CREDIT 08/04/22 PAYMENT APPLIED		-185.85
							Total :	**317.65**
215733	10/20/2022	000185	PITNEY BOWES	1021220267		POSTAGE METER INK		184.85
							Total :	**184.85**
215734	10/20/2022	000186	RIGHTWAY	315750		10/13/22-11/09/22 - PORTA-WASHSTN-WINDSO		723.50
							Total :	**723.50**
215735	10/20/2022	001393	SOCALGAS	101222		09/09/22-10/10/22 GAS - FIRE DEPT 32637		72.60

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215735	10/20/2022	001393 001393 SOCALGAS	(Continued)		**Total :**	**72.60**
215736	10/20/2022	000918 TKE ENGINEERING INC	2022-884		CONTRACTUAL SVC 08/01/22 - 08/31/22	1,625.00
			2022-885		CONTRACTUAL SVC 08/01/22 - 08/31/22	910.00
			2022-887		CONTRACTUAL SVC 08/01/22 - 08/31/22	65.00
			2022-889		CONTRACTUAL SVC 08/01/22 - 08/31/22	325.00
			2022-890		CONTRACTUAL SVC 08/01/22 - 08/31/22	1,204.00
			2022-891		CONTRACTUAL SVC 08/01/22 - 08/31/22	130.00
			2022-892		CONTRACTUAL SVC 07/01/22 - 08/31/22	3,755.00
			2022-893		CONTRACTUAL SVC 08/01/22 - 08/31/22	6,723.00
			2022-894		CONTRACTUAL SVC 08/01/22 - 08/31/22	890.00
			2022-895		CONTRACTUAL SVC 07/01/22 - 08/31/22	1,828.00
			2022-951		CONTRACTUAL SVC 09/01/22 - 09/30/22	882.00
					Total :	**18,337.00**
215737	10/20/2022	000131 WESTERN RIVERSIDE COUNTY, RCA	92622		MSHCP MITIGATION FEES: SEPTEMBER 2022	12,607.67
					Total :	**12,607.67**

18 Vouchers for bank code : wf **Bank total :** **54,682.62**

18 Vouchers in this report **Total vouchers :** **54,682.62**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215739	10/27/2022	000029 APPLEONE	01-6456272		ADMIN W/E 10/15/22	708.48
					Total :	**708.48**
215740	10/27/2022	000760 ARMADA ADMINISTRATORS	188894		NOVEMBER 2022 PREMIUM	3,749.00
					Total :	**3,749.00**
215741	10/27/2022	001468 BANKS, ARRIN	102422		PLANNING COMMISSION MEETING 10/19/22	75.00
					Total :	**75.00**
215742	10/27/2022	001419 BERNARD, BRIANNA	102422		PLANNING COMMISSION MEETING 10/19/22	75.00
					Total :	**75.00**
215743	10/27/2022	000080 BURKE, WILLIAMS AND SORENSON,, LLF	289924		AUGUST 2022 LEGAL FEES	64,980.74
					Total :	**64,980.74**
215744	10/27/2022	000493 COAST RECREATION, INC.	14758		MARNA FACILITIES MATERIAL	1,722.82
					Total :	**1,722.82**
215745	10/27/2022	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000000555		SEPT 2022 MONTHLY RADIO COMMUNICATION	155.34
					Total :	**155.34**
215746	10/27/2022	000035 COUNTY OF RIVERSIDE, TLMA	TL0000016518		AUGUST 2022 SLF COSTS FY 22-23	2,714.51
					Total :	**2,714.51**
215747	10/27/2022	000022 EDISON	101922-7151		09/14/22-10/18/22 ELECTRIC	7,987.06
			CR101922-7151		CREDIT 09/14/22-10/13/22 ELECTRIC - 2017	-34.97
					Total :	**7,952.09**
215748	10/27/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11932775		08/16/22-09/15/22 WATER ZONE 42 LOC 03 M	344.73
			11932776		08/16/22-09/15/22 WATER ZONE 42 LOC 02 M	631.93
			11967425		09/08/22-10/08/22 WATER ZONE 52 LOC 01	125.82
			11967481		09/08/22-10/08/22 WATER ZONE 29 LOC 02	43.33
			11967764		09/08/22-10/08/22 WATER ZONE 71 LOC 01	243.94
			11967964		09/08/22-10/08/22 WATER 32637 GRUWELL -	98.29
			11968044		09/08/22-10/08/22 WATER MARNA OBRIEN PAR	3,637.97

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
215748	10/27/2022	000012	ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
				11977321		09/11/22-10/11/22 WATER ZONE 3 LOC 7 M1	80.53
				11977334		08/12/22-10/11/22 WATER HERITAGE PARK (A	348.76
				11983814		09/12/22-10/12/22 WATER ZONE 3 LOC 25 M1	1,216.44
				11983815		09/12/22-10/12/22 WATER ZONE 3 LOC 25 M2	1,672.80
				11985584		09/12/22-10/12/22 WATER ZONE 3 LOC 24 M1	1,272.59
				11986749		08/13/22-10/12/22 WATER CFD 2013-1 ZONE	549.06
				11986909		05/14/22-10/12/22 WATER MALAGA GATEWAY P	1,449.70
				CHECK214882-B		CREDIT CHECK 214882 04/07/22	-1,102.70
					S		
					S		
				CREDIT92022		REVERSE CHARGE CREDIT WATER HERITAGE PAR	-8.72
				CREDIT92122		REVERSE CHARGE CREDIT WATER CFD 2013-1 Z	-12.72
				CREDIT-IRRIGATION		CREDIT IRRIGATION WATER MALAGA GATEWAY P	-939.51
						Total :	**9,652.24**
215749	10/27/2022	001762	EMERGENCY-1 RESPONSE, INC.	2112		ROOTED IN NATURE 2022	385.00
						Total :	**385.00**
215750	10/27/2022	001747	FARAG, JASON	102522		10/08/22-10/21/22 REIMBURSE MILEAGE	34.94
						Total :	**34.94**
215751	10/27/2022	000342	FENCE MASTERS	22020201		MISC REPAIRS AT REGENCY HERITAGE FENCE R	428.00
						Total :	**428.00**
215752	10/27/2022	001343	FILAR, ERIC	102422		PLANNING COMMISSION MEETING 10/19/22	75.00
						Total :	**75.00**
215753	10/27/2022	001743	GOPHER SQUAD	2210-16	0000420	PEST CONTROL SERVICES- PARKS AND LITTLE	985.00
				2210-23	0000420	PEST CONTROL SERVICES- PARKS AND LITTLE	985.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
215753	10/27/2022	001743	001743 GOPHER SQUAD	(Continued)		**Total :**	**1,970.00**
215754	10/27/2022	000685	GREAT AMERICA FINANCIAL SERVIC	32657378		CANON COLOR COPIER SYST. #018-1765784	214.24
						Total :	**214.24**
215755	10/27/2022	000634	HEYDAY RECORDS AND EVENTS	10422		TRUNK OR TREAT 10/29/22 - DJ	500.00
						Total :	**500.00**
215756	10/27/2022	000499	INLAND EMPIRE LANDSCAPE INC	39628		SEPT 2022 LANDSCP MARNA O'BRIEN PARK	5,980.00
						Total :	**5,980.00**
215757	10/27/2022	000647	JOLLY JUMPS	102922	0000436	2022 TRUNK OR TREAT - INFLATABLE RENTAL	1,840.00
						Total :	**1,840.00**
215758	10/27/2022	001657	LIFE STORAGE	102122		RENTAL 10X10 STORAGE - THROUGH 10/25/22	247.25
				102522		RENTAL 10X10 STORAGE - THROUGH 11/25/22	215.00
						Total :	**462.25**
215759	10/27/2022	000879	LLOYD, JOHN	102422		PLANNING COMMISSION MEETING 10/19/22	75.00
						Total :	**75.00**
215760	10/27/2022	001398	LUNA, CAMERON	102522		10/08/22-10/21/22 MILEAGE REIMBURSE CIP	20.00
						Total :	**20.00**
215761	10/27/2022	001844	MCCOY, KREG	102622		REFUND OF UNUSED DEPOSIT	4,500.00
						Total :	**4,500.00**
215762	10/27/2022	001337	MPS SECURITY	2448		SECURITY SRVCS - MARNA O'BRIEN 09/26/22-	3,974.77
						Total :	**3,974.77**
215763	10/27/2022	001667	OLDCASTLE INFRASTRUCTURE INC	500038550		ZONE 52 - CATCH BASIN INSERT MAINTENANCE	2,223.00
				500038551		ZONE 62 - CATCH BASIN INSERT MAINTENANCE	1,026.00
				500038552		ZONE 59 - CATCH BASIN INSERT MAINTENANCE	427.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215763	10/27/2022	001667 001667 OLDCASTLE INFRASTRUCTURE INC	(Continued)		**Total :**	**3,676.50**
215764	10/27/2022	001005 PEOPLEREADY INC	27721764		CONTRACTUAL SVC - ROOTED IN NATURE EVENT	1,009.80
			27721765		CONTRACTUAL SVC - ROOTED IN NATURE EVENT	397.80
					Total :	**1,407.60**
215765	10/27/2022	000185 PITNEY BOWES	100622		POSTAGE METER REFILL 09/14/22	503.50
			CR72822		CREDIT 08/04/22 PAYMENT APPLIED	-184.85
					Total :	**318.65**
215766	10/27/2022	001725 PRESTIGE GOLF CARS	151022	0000431	ROOTED IN NATURE EVENT	1,122.07
					Total :	**1,122.07**
215767	10/27/2022	000526 PRINT POSTAL	16553		ELECTIONS SINGS	31.05
					Total :	**31.05**
215768	10/27/2022	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICI	102122		SCFA ANIMAL SHELTER - FY22/23 DEBT SVC 1	120,678.00
			2023-02WIL		ANIMAL SHELTER SHELTERING SRVCS	72,357.00
					Total :	**193,035.00**
215769	10/27/2022	000790 SPARKLETTS	101522		CITY HALL DRINKING WATER THROUGH 10/15/2	196.33
					Total :	**196.33**
215770	10/27/2022	000995 STRONG, KIM	102422		PLANNING COMMISSION MEETING 10/19/22	75.00
					Total :	**75.00**
215771	10/27/2022	001258 SUNBELT RENTALS, INC.	127928168		CITY BIRTHDAY	327.28
			129099188		DRIVE IN EVENT	294.40
			131803859		ROOTED NATURE	319.99
			131921671		EQUIPMENT RENTAL FOR CITY BIRTHDAY AT MA	803.60
			131922558		MARNA O'BRIEN EQUIPMENT RENTAL	235.90
					Total :	**1,981.17**
215772	10/27/2022	000219 WESTERN FIRE CO., INC.	58921		FIRE EXTINGUISHER SERVICE - MARNA O'BRIE	44.20
			58923		FIRE EXTINGUISHER SERVICE (13)	303.35

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
215772	10/27/2022	000219	000219 WESTERN FIRE CO., INC.	(Continued)		**Total :**	**347.55**
34	**Vouchers for bank code :**	wf				**Bank total :**	**314,435.34**
34	**Vouchers in this report**					**Total vouchers :**	**314,435.34**

City of Wildomar
Wire Transfer Register
10/31/2022

ACH Date	Payee	Description	Amount
10/4/2022	Golden State Escrow	Right-of-Way Purchase	$ 11,276.00
10/6/2022	Wright Express	Fuel Purchases	980.74
9/20/2022	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	3,931.15
10/18/2022	US Bank	Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	24,336.15
10/31/2022	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	676.76
		TOTAL	$ 41,200.80

City of Wildomar
Payroll Warrant Register
11/1/2022

ACH Date	Payee	Description		Amount
10/13/2022	Heartland Payroll	09/24/2022-10/07/2022	$	103,415.89
10/27/2022	Heartland Payroll	10/08/2022-10/22/2022	$	104,231.20
10/31/2022	Heartland Payroll	10/01/2022-10/31/2022	$	1,756.45
		TOTAL	**$**	**209,403.54**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: November 9, 2022

SUBJECT: September 2022 Treasurers Report

SUBMITTED BY: Robert Howell

PREPARED BY: Adam Jantz, Senior Administrative Analyst

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

SUMMARY:
September 2022 Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of September 2022. The City utilizes both the California State Treasurer's Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP) for its city investments. Utilizing the two investment programs allows the City to potentially increase the interest earned on the money held.

FISCAL IMPACT:
None.

ATTACHMENTS:
September 2022 Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 18,905,772.63	$ 1,306,422.76	$ (2,305,065.12)	$ 17,907,130.27	0.000%
		TOTAL	$ 18,905,772.63	$ 1,306,422.76	$ (2,305,065.12)	$ 17,907,130.27	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	$ 9,696,911.07	$ 9,696,911.07	$ 9,696,911.07	100.00%	0	1.513%
All	CALIFORNIA ASSET MANAGEMENT PROGRAM	$ 5,637,656.13	$ 5,637,656.13	$ 5,637,656.13	100.00%	0	2.610%
	TOTAL	$ 15,334,567.20	$ 15,334,567.20	$ 15,334,567.20	100.00%		

CITY	TOTAL CASH AND INVESTMENT	$ 33,241,697.47

CITY INVESTMENT (Continued)

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	$ 9,696,911.07	$ 0.00	$ 0.00	$ 9,696,911.07	1.513%
All	CALIFORNIA ASSET MANAGEMENT PROGRAM	$ 5,625,571.43	$ 12,084.70	$ 0.00	$ 5,637,656.13	2.610%
	TOTAL	$ 15,322,482.50	$ 12,084.70	$ 0.00	$ 15,334,567.20	

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

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

Robert Howell

Robert Howell
City Treasurer

10/10/2022

Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: November 9, 2022

SUBJECT: Second Reading of Ordinance No. 226 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag, Public Works Director

ACTION:
Adopt and waive further reading of an Ordinance entitled:

ORDINANCE NO. 226
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS

SUMMARY:
Second reading of an Ordinance to establish speed limits on Gruwell St. (between Grand Ave. and Como St.) and Palomar St. (between Mission Trail and Corydon Rd.).

BACKGROUND:
The City Council approved the first reading of Ordinance No. 226 at the October 12, 2022 City Council meeting. The Ordinance establishes speed limits on certain streets, specifically Gruwell St. (between Grand Ave. and Como St.) and Palomar St. (between Mission Trail and Corydon Rd.).

DISCUSSION:
At this time, it would be appropriate for the City Council to adopt and waive further reading of Ordinance No. 226 (Attachment A). The new speed limits will become effective 30 days after adoption of the ordinance (December 9, 2022). In conformance with California Vehicle Code Section (CVC) 22358.8, the City "shall issue only warning citations for violations of exceeding the speed limit by 10 mph or less for the first 30 days that a lower speed limit is in effect."

Beginning on January 8, 2023, the new speed limits will be enforceable.

FISCAL IMPACT:
Upon adoption of the Ordinance, Public Works Maintenance Crews will order new speed limit signs for both Gruwell St. and Palomar St. to replace the existing speed limits signs. The cost of the materials and the labor for replacing the signs will be covered by the previously approved FY 2022-2023 Public Works Maintenance Budget and no additional funds are needed at this time. There is no impact to the City's General Fund.

ACCOUNT CODE:
120-450 (Measure AA)
200-450 (Gas Tax)

ATTACHMENTS:
A - Ordinance No. 226

ORDINANCE NO. 226

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 10.16 OF TITLE 10 TO THE WILDOMAR MUNICIPAL CODE ESTABLISHING SPEED LIMITS ON CERTAIN STREETS

WHEREAS, California Vehicle Code Section 22357 and 22358 provides that local entities may declare prima facie speed limits greater than 25 miles per hour on City streets on the basis of an engineering and traffic survey; and

WHEREAS, California Vehicle Code Section 40802 provides for the enforcement of posted speed limit by the use of radar or other electronic devices which measures the speed of moving vehicles; and

WHEREAS, California Vehicle Code Section 627(b) defines an engineering and traffic survey to include consideration of all of the following:

1) Prevailing speeds as determined by traffic engineering measurements;
2) Accident Records;
3) Highway, traffic, and roadside conditions not readily apparent to the driver,

WHEREAS, the City of Wildomar has reviewed accident records and the most recent as well as immediately prior engineering and traffic survey pursuant to California Vehicle Code Section 22357, 22358, and 22358.8; and

WHEREAS, the City of Wildomar, after completing an engineering and traffic survey for certain streets finds that, pursuant to California Vehicle Code Section 22358.8, that the current speed limit is more than is reasonable or safe, and should be lowered by five (5) miles per hour, on the following streets: (1) Palomar Street between the centerline of Corydon Road and the centerline of Mission Trail, a total distance of approximately 0.8 mile; (2) Gruwell Street between the centerline of Grand Avenue and the centerline of Como Street, a total distance of approximately 0.8 mile; and

WHEREAS, the City of Wildomar has reviewed the sections of highway and determined, pursuant to California Vehicle Code Section 22358.8, that no additional general purpose lanes have been added since the immediately prior engineering and traffic survey was conducted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct, and are incorporated herein as findings of the City Council of the City of Wildomar.

SECTION 2. Sections 10.16.060 through 10.16.100 of Chapter 10.16 of Title 10 to the Wildomar Municipal Code are amended and restated in their entirety to read as shown on Exhibit 1.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

PASSED, APPROVED AND ORDAINED this 9th day of November, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas Jex
City Attorney

ATTEST:

_____
City Clerk
Janet Morales

Exhibit 1:

10.16.060 Thirty-five miles per hour.

The prima facie speed limit is 35 miles per hour:

1. On the southerly half of Malaga Road between the centerline of Mission Trail and the centerline of Casino Drive, a total distance of 0.29 mile.

2. On Canyon Drive between the centerline of Mission Trail and the centerline of Orange Street, for a total distance of approximately 1.0 mile.

3. On Catt Road between Hidden Springs Road and 400 feet east of Green Parrot Way, for a total distance of approximately 0.3 mile.

4. On Clinton Keith Road between the centerline of Palomar Street and Inland Valley Drive, for a distance of approximately 1.1 miles.

5. On Orange Street between the centerline of Bundy Canyon Road and the centerline of Gruwell Street, a total distance of approximately 1.3 miles.

6. On Union Street between the centerline of Gruwell Street and the centerline of Wesley Street, a total distance of approximately 0.5 mile.

7. On Hidden Springs Road between the centerline of Catt Road and 750 feet south of Clinton Keith Road, a total distance of approximately 0.4 mile.

8. On Cherry Street between the centerline of Baxter Road and the centerline of Walnut Street, a total distance of approximately 0.5 mile.

9. On Sellers Road between the centerline of Bundy Canyon Road and the centerline of Waite Street, a total distance of approximately 0.2 mile.

10. On Palomar Street between the centerline of Corydon Road and the centerline of Mission Trail, a total distance of approximately 0.8 mile.

10.16.070 Forty miles per hour.

The prima facie speed limit is 40 miles per hour:

1. On Wildomar Trail between the centerline of Grand Avenue and the intersection of Baxter Road (approximately 0.1 mile easterly of White Street), a total distance of approximately 1.3 miles.

2. On Wildomar Trail between the centerline of Clinton Keith Road and the 90 degree corner (approximately 0.1 mile northerly of Rosita Drive), a total distance of approximately 1.0 mile.

3. On Corydon Street between the centerline of Grand Avenue to the centerline of Union Street (City of Lake Elsinore city limit), and on the south side of Corydon Street between the centerline of Union Street (City of Lake Elsinore city limit) to the centerline of Mission Trail, a total distance of approximately 1.5 miles.

4. On La Estrella Street between the centerline of Wildomar Trail and the centerline of Crossroads Street, a total distance of approximately 1.1 miles.

5. On Grand Avenue between the centerline of Wildomar Trail ~~Central Avenue~~ to the centerline of McVicar Street, a total distance of approximately 0.8 mile.

6. On Bundy Canyon Road between the centerline of Mission Trail to the centerline of Monte Vista Drive, a total distance of approximately 1.4 miles.

7. On Prielipp Road between the centerline of Inland Valley Road and the City limit boundary of the City of Murrieta, a total distance of approximately 0.7 mile.

~~8. On Palomar Street between the centerline of Corydon Road and the centerline of Mission Trail, a total distance of approximately 0.8 mile.~~

~~9~~8. On Lemon Street between the centerline of Mission Trail and the centerline of Orange Street, a total distance of approximately 0.9 mile.

10.16.080 Forty-five miles per hour.

The prima facie speed limit is 45 miles per hour:

1. On Wildomar Trail between the intersection of Baxter Road (approximately 0.1 mile easterly of White Street) and the 90 degree corner (approximately 0.1 mile northerly of Rosita Drive), a total distance of approximately 1.4 miles.

2. On Inland Valley Drive between the centerline of Clinton Keith Road and the centerline of Prielipp Road, a total distance of approximately 0.5 mile.

3. On Clinton Keith Road between the centerline of Inland Valley Road and the centerline of Carrington Street, for a total distance of approximately 1.0 mile.

4. On Grand Avenue from the centerline of McVicar Street to the centerline of Clinton Keith Road, for a total distance of approximately 0.9 mile.

5. On Palomar Street between the centerline of Clinton Keith Road the the City limit boundary of the City of Murrieta, a total distance of approximately 1.0 mile.

6. On Corydon Street between the centerline of Grand Avenue and the centerline of Mission Trail, a total distance of approximately 1.5 miles.

7. On McVicar Street between the centerline of Palomar Road and the centerline of Grand Avenue, a total distance of approximately 0.5 mile.

8. On Gruwell Street between the centerline of Grand Avenue and the centerline of Como Street, a total distance of approximately 0.8 mile.

10.16.090 Fifty miles per hour.

The prima facie speed limit is 50 miles per hour:

1. On Palomar Street between the centerline of Mission Trail and the centerline of Clinton Keith Road, a total distance of approximately 2.8 miles.

2. On Grand Avenue between the centerline of Wildomar Trail ~~Central Street~~ and the centerline of Corydon Street, a total distance of approximately 2.0 miles.

3. On the easterly half of Mission Trail between Malaga Road and Corydon Street, for a total distance of approximately 1.3 miles, and on the full-width of Mission Trail between Corydon Street and Palomar Street, for a total distance of approximately 1.2 miles.

4. On Clinton Keith Road between the centerline of Grand Avenue and the centerline of Palomar Street, a total distance of approximately 0.5 miles.

5. On Bundy Canyon Road between the centerline of Monte Vista Drive and the centerline of The Farm Road, a total distance of approximately 2.0 miles.

6. On Bundy Canyon Road between the centerline of The Farm Road and the centerline of Sunset Street, a total distance of approximately 1.0 mile.

7. On Monte Vista Drive between the centerline of Wildomar Trail and the centerline of Bundy Canyon Road, a total distance of approximately 1.2 miles.

~~8. On Gruwell Street between the centerline of Grand Avenue and the centerline of Como Street, a total distance of approximately 0.8 mile.~~

10.16.100 Fifty-five miles per hour.

Reserved.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: November 9, 2022

SUBJECT: Environmental Purchasing and Practices Policy (EPPP) Update

SUBMITTED BY: Cameron Luna

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
Approve an update to the City's Recovered Organic Waste Product Procurement Policy to include the procurement of Recycled-Tire Products

SUMMARY:
Application to CalRecycle's Rubberized Pavement Grant Program requires that the City has an adopted Environmental Purchasing and Practices Policy (EPPP). This proposed policy update will update one of the City's existing policies to comply with the CalRecycle EPPP requirements.

BACKGROUND:
On April 14, 2021 the City Council adopted Resolution 2021-10 which authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Wildomar is eligible.

On January 12, 2022 the City Council adopted the Recovered Organic Waste Product Procurement Policy (Policy) in accordance with California Senate Bill (SB) 1383. This Policy requires the City to procure recovered organic waste products as well as recycled-content paper products in accordance with the City's procurement policy and purchasing procedures.

DISCUSSION:
In September 2022, staff applied for competitive grant funds through CalRecycle's annual Rubberized Pavement Grant Program, which provides a partial cost-reimbursement for agencies that utilize recycled-content pavement products derived from only California-generated waste tires. The program is aimed at encouraging first-time users of rubberized pavement in two project types – Rubberized Asphalt Concrete Hot-Mix (Hot-Mix) and Rubberized Chip Seal (Chip Seal). This FY 22-23 application period is the City's first time applying for this grant program. The City's application was for $250,000 (maximum allowed) in

cost-reimbursements for several projects planned in the Capital Improvement Program (CIP).

For the FY 22-23 application, agencies are also required to have an Environmental Purchasing and Practices Policy (EPPP) adopted. Since the City already adopted a similar environmentally related Policy earlier in 2022, staff recommends this Policy be updated with a revised title and a new section that includes the procurement of Recycled-Tire Products. Attachment A includes the updated Policy which meets CalRecycle's requirements.

FISCAL IMPACT:
Costs to evaluate and consider Recycled-Tire Rubber Products as required in the Policy will be covered by each year's adopted CIP budget.

Adoption of this updated policy will further promote the City's eligibility to pursue grant funding opportunities that require an environmental purchasing policy (EPP), and any awarded grant funds will help reduce local funding allocations for CIP projects.

There is no impact to the General Fund.

ATTACHMENTS:
A - Updated Policy

CITY OF WILDOMAR RECOVERED ORGANIC WASTE PRODUCT AND RECYCLED-TIRE RUBBER PRODUCT PROCUREMENT POLICY

SECTION 1. PURPOSE

A. It is the policy of the City of Wildomar ("City"), applicable to all departments and divisions, to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement. This Recovered Organic Waste Product Procurement Policy (Policy) will help the City to:

1. Protect and conserve natural resources, water, and energy;

2. Minimize the City's contribution to climate change, pollution, and solid waste disposal; and,

3. Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations) to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste materials, and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

SECTION 2. DEFINITIONS

A. "Annual Recovered Organic Waste Product Procurement Target" means the amount of Organic Waste in the form of a Recovered Organic Waste Product that the City is required to procure annually under 14 CCR Section 18993.1. This target shall be calculated by multiplying the per capita procurement target, which shall be 0.08 tons of Organic Waste per California resident per year, times the City's residential population using the most recent annual data reported by the California Department of Finance. Annually, CalRecycle will provide notice to each Jurisdiction of its Annual Recovered Organic Waste Product Procurement Target by posting such information on CalRecycle's website and providing written notice directly to the Jurisdiction.

B. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4).

Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling

operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State's composting operations regulatory requirements.

C. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

D. "Electricity Procured from Biomass Conversion" means electricity generated from biomass facilities that convert recovered Organic Waste, such as wood and prunings from the municipal stream, into electricity. Electricity procured from a biomass conversion facility may only count toward the City's Annual Recovered Organic Waste Product Procurement Target if the facility receives feedstock directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).

E. "City" means City of Wildomar.

F. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing And Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

G. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

H. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

I. "Procurement of Recovered Organic Waste Products" shall mean purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the City or others. The City's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the City or by Direct Service Providers through written contracts or agreements for Procurement of Recovered Organic Waste Products at the City's behest.

J. "Publicly-Owned Treatment Works" or "POTW" has the same meaning as in Section 403.3(r) of Title 40 of the Code of Federal Regulations.

K. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, SB 1383 Eligible Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.

L. “Recordkeeping Designee” means the public employee appointed by the City Manager or their designee to track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the City and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.

M. "Recyclability" means that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).

N. “Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper” means such products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.

O. “Renewable Gas” means gas derived from Organic Waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

P. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

Q. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

R. “SB 1383 Eligible Mulch” means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR

Section 18993.1(f)(4):

1. Produced at one of the following facilities:

   i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);

   ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,

   iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

S. "State" means the State of California.

SECTION 3. RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT

3.1 Procurement Target

A. City will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target through the implementation of Sections 3 through 5 of this Policy.

B. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following (provided that each product meets the criteria included in their respective definition in Section 2 of this Policy):

1. SB 1383 eligible Compost (as defined in Section 2.B).

2. SB 1383 Eligible Mulch (as defined in Section 2.R).

3. Renewable Gas (in the form of transportation fuel, electricity, or heat) (as defined in Section 2.O).

4. Electricity Procured from Biomass Conversion (as defined in Section 2.D).

3.2 Requirements for City Departments

A. Compost and SB 1383 Eligible Mulch procurement. Divisions and departments responsible for landscaping maintenance, renovation, or construction shall:

1. Use Compost and SB 1383 Eligible Mulch produced from recovered Organic Waste, as defined in Section 2.B and 2.R of this Policy, for landscaping maintenance, renovation, or construction, as practicable,

whenever available, and capable of meeting quality standards and criteria specified.

2. When City uses Compost and SB 1383 Eligible Mulch and the applications are subject to the City's Water Efficient Landscaping Ordinance (WELO), pursuant to Municipal Code Section 17.276, comply with one of the following, whichever is more stringent, (i) the City's WELO, City Code Section 17.276, if more stringent than the State's Model Water Efficient Landscape Ordinance (MWELO), or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:

   a. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

   b. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.

   c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

3. Keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, on a schedule to be determined by Recordkeeping Designee.

   Records shall include:

   a. General procurement records, including:

      (i) General description of how and where the product was used and applied, if applicable;

      (ii) Source of product, including name, physical location, and

contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;

(iii) Type of product;

(iv) Quantity of each product; and,

(v) Invoice or other record demonstrating purchase or procurement.

b. For Compost and SB 1383 Eligible Mulch provided to residents through giveaway events or other types of distribution methods, keep records of the Compost and SB 1383 Eligible Mulch provided to residents. Records shall be maintained and submitted to the Recordkeeping Designee in accordance with the requirements specified in Section 3.2.A.3.

4. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, enter into a written contract or agreement or execute a purchase order with enforceable provisions that includes: (i) definitions and specifications for SB 1383 Eligible Mulch, Compost, Renewable Gas, and/or Electricity Procured from Biomass Conversion; and, (ii) an enforcement mechanism (e.g., termination, liquidated damages) in the event the Direct Service Provider is not compliant with the requirements.

B. Renewable Gas procurement (used for fuel for transportation, electricity, or heating applications). For Renewable Gas procurement, City shall:

1. Procure Renewable Gas made from recovered Organic Waste for transportation fuel, electricity, and heating applications to the degree that it is appropriate and available for the City and to help meet the Annual Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.

2. Keep records in the same manner indicated in Section 3.2.A.3 for the amount of Renewable Gas procured and used by the City, including the general procurement record information specified in Section 3.2.A.3.a, and submit records to the Recordkeeping Designee on a schedule to be determined by Recordkeeping Designee. City shall additionally obtain the documentation and submit records specified in Section 3.2.B.3 below, if applicable.

3. If the City procures Renewable Gas from a POTW,

a. Annually verify that the Renewable Gas from the POTW complies with the requirements specified in 14 CCR Section 18993.1(h), including, but not limited to the exclusion in 14 CCR Section

17896.6(a)(1) and the items listed in this Section 3.2.B.3.

b. Annually receive a record from the POTW documenting the tons of Organic Waste received by the POTW from: (i) a compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10), that is permitted or authorized under 14 CCR Division 7; (ii) transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or (iii) a solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

c. Annually receive documentation from the POTW of the percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal in order to demonstrate that the POTW transported less than twenty-five percent (25%) of the biosolids it produced to activities that constitute landfill disposal. For the purposes of this Policy, landfill disposal is defined pursuant to 14 CCR Section 18983.1(a) and includes final disposition at a landfill; use of material as alternative daily cover or alternative intermediate cover at a landfill, and other dispositions not listed in 14 CCR Section 18983.1(b). Alternative daily cover or alternative intermediate cover are defined in 27 CCR Sections 20690 and 20700, respectively.

d. Annually receive documentation that the POTW receives vehicle-transported solid waste that is an anaerobically digestible material for the purpose of anaerobic co-digestion with POTW treatment plant wastewater to demonstrate that the POTW meets the requirement of 14 CCR Section 18993.1(h)(2).

e. City shall submit these records to the Recordkeeping Designee on a schedule to be determined by Recordkeeping Designee.

C. Electricity Procured from Biomass Conversion. For Electricity Procured from Biomass Conversion, City shall:

1. Procure electricity from a biomass conversion facility that receives feedstock from a composting facility, transfer/processing facility, a solid waste landfill, and/or receives feedstock from the generator or employees on behalf of the generator of the Organic Waste and to the degree that it is available and practicable for the City and to help meet the Annual Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.

2. Maintain records and conduct the following recordkeeping activities:

a. Keep records in the same manner indicated in Section 3.2.A.3 of this Policy for the amount of Electricity Procured from Biomass Conversion facilities, including the general procurement record information specified in Section 3.2.A.3.a.

b. Receive written notification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 14 CCR Section 18993.1(i).

c. Provide these records to the Recordkeeping Designee.

3.3 Requirements for Direct Service Providers

A. Direct Service Providers of landscaping maintenance, renovation, and construction shall:

1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, as defined in Section 2.B and 2.R of this Policy, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

2. If Direct Service Provider is subject to the City's WELO pursuant to City Municipal Code Section 17.276, comply with one of the following, whichever is more stringent: (i) the locally-adopted WELO that is more stringent than the State's MWELO, or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's MWELO, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:

a. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

b. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

d. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

3. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to Recordkeeping Designee, on a schedule to be determined by Recordkeeping Designee. Information to be provided shall include:

a. General description of how and where the product was used and if applicable, applied;

b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;

c. Type of product;

d. Quantity of each product; and,

e. Invoice or other record demonstrating purchase or procurement.

SECTION 4. RECYCLED-CONTENT PAPER PROCUREMENT

4.1 Requirements for City Departments

A. If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of City shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever the total cost is the same or a lesser total cost than non-recycled items or whenever the total cost is no more than one percent (1%) of the total cost for the non-recycled items, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

B. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

C. Provide records to the Recordkeeping Designee of all Paper Products and Printing

and Writing Paper purchases on a schedule to be determined by Recordkeeping Designee (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, vendor name, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

4.2 Requirements for Vendors

A. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to City shall:

1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item, and available at equal or lesser price or available at no more than one percent (1%) of the total cost for non-recycled Paper Products.

2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

5. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor on a schedule to be determined by Recordkeeping Designee (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a

description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

B. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

SECTION 5. RECYCLED-TIRE RUBBER PRODUCT PROCUREMENT

On Capital Improvement Program (CIP) projects, the Public Works and Engineering department shall evaluate, at least, the following environmentally preferable product categories for inclusion as construction materials for bid items specified in the project requirements whenever practical:

1. Re-crushed cement concrete aggregate and asphalt.

2. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.

3. Re-treaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.

Public Works and Engineering staff are encouraged to reduce consumption of virgin resources by incorporating environmentally preferable practices into CIP projects. The Public Works and Engineering Department shall be responsible for the implementation of this policy and shall:

A. Practice waste prevention whenever possible.

B. Ensure that CIP project procurement documents issued by the department include environmental preferred alternatives as construction materials whenever practical.

C. Be responsible for recordkeeping on recycle program utilization for CIP projects.

Exemption: Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

SECTION 6. RECORDKEEPING RESPONSIBILITIES

A. The Administrative Services department will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

B. The Recordkeeping Designee will do the following to track Procurement of

Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

1. Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of City's documentation of its compliance with 14 CCR Section 18993.3.

2. Collect and collate copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the City to develop evidence of City meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the City's documentation of its compliance with 14 CCR Section 18993.1.

3. Collect, collate, and maintain documentation submitted by the City, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee in accordance with Sections 3.2.A.3, 3.2.B.2, 3.2.C.2, 3.3.A.3, 3.3.B.2, 3.3.C.3, 4.1.C, and 4.2.A.5.

4. Compile an annual report on the City's direct procurement, and vendor/other procurement on behalf of the City, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on many other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with the City Council or other regulating body annually as evidence of implementing this Policy.

SECTION 7. EFFECTIVE DATE OF POLICY

This Policy shall go into effect on November 10, 2022.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: November 9, 2022

SUBJECT:

Acceptance of Public Improvements for Tract 32024 (Project No. 18-0117) by KB Home Coastal, Inc., a California corporation

SUBMITTED BY: Emily Stadnik

PREPARED BY: Emily Stadnik, Land Development Manager

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 32024, KB HOME COASTAL, INC.

BACKGROUND:
Tentative Tract Map (TTM 32024), also known as Monte Vista Ranch, is a subdivision of approximately 35 acres into 70 single family residential lots, five (5) open space lots and one (1) commercial lot. The subdivision is located on the east side of Monte Vista Drive just south of Canyon Drive. The vicinity map (Attachment A) illustrates the location of the project site and surrounding area.

A Subdivision Improvement Agreement (SIA) and Public Improvement Agreement (PIA) for Tract 32024 were executed on September 11, 2019, between the City of Wildomar and the owner, KB Home Coastal, Inc. The final map for Tract 32024 was also approved on September 11. 2019.

Special Tax Lien for Community Facilities District (CFD) 2013-1 Annexation No. 17 for Tract 32024 was recorded on November 15, 2019.

DISCUSSION:

The Developer has completed the required public improvements and the City's Public Works Department has completed the inspections of the public improvements. Staff is recommending that the improvements be accepted at this time.

FISCAL IMPACT:

The City will be responsible to maintain the public improvements built by Tract 32024, as identified in Attachment B (CFD Maintenance Exhibit). Costs associated with maintenance will be paid from the special taxes associated with Tract 32024 annexation into Community Facilities District (CFD) 2013-1.

ATTACHMENTS:

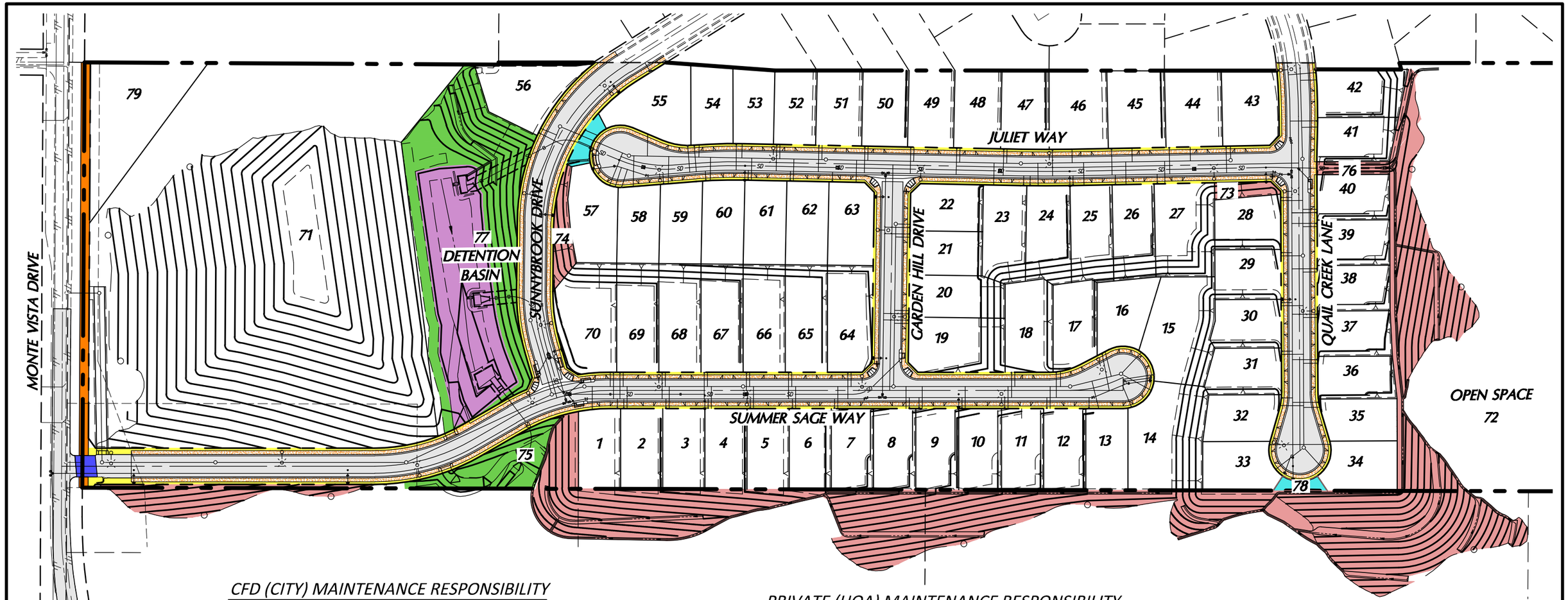
ATTACHMENT A.docx
ATTACHMENT B - CFD MAINTENANCE.pdf
Resolution

ATTACHMENT A

(Site Location Map for Tract 32024)

Aerial Image of Tract 32024 (highlighted)





CFD (CITY) MAINTENANCE RESPONSIBILITY

	STORM DRAIN INLET	7 EA.
SD	STORM DRAIN	2,455 LF
	STREET LIGHT (LED) ERL1-1-02-B3-27-A-GRAY-L, 14-W	23 EA.
	STREET PAVEMENT	160,400 SF
	SIDEWALK	49,700 SF
	STREET PARKWAY	34,100 SF
	DETENTION WATER QUALITY BASIN	37,200 SF
	BASIN SLOPES	50,000 SF
	INTERIM BRIDGE	1 EA. (1,041 SF)
	TRAIL	8,720 SF (625 LF)

PRIVATE (HOA) MAINTENANCE RESPONSIBILITY

	SLOPES	168,300 SF
	LANDSCAPE	3,200 SF

PROJECT ACREAGE

PROJECT ACREAGE ____ 39.8 ACRES

TOTAL NO. OF LOTS

TOTAL LOTS (O.S.) ____ 9
TOTAL LOTS (SFR) ____ 70
TOTAL LOTS ____ 79

150 0 150
SCALE 1"=150'

K&A Engineering, Inc.
ENGINEERING
LAND PLANNING
SURVEYING
357 N. SHERIDAN STREET
SUITE 117
CORONA, CALIFORNIA 92880
TEL. (951) 279-1800
FAX (951) 279-4380

MONTE VISTA RANCH
TR 32024

PROPOSED CFD MAINTENANCE EXHIBIT

Drawn By: JS
Checked By: FH
Scale: AS NOTED
DATE: SEPTEMBER 12, 2019
DWG. NO. 1
OF 1 SHEET

Drawing: R:\311623\Exhibit\CFD Maintainence\623 - EXH - MAINTENANCE.dwg Layout: p 11x17 L Saved: 9/12/2019 1:40 PM Plotted: 9/12/2019 1:40 PM Plot Scale: 1:1 By: Justin Sakakura

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 32024, KB HOME COASTAL, INC.

WHEREAS, KB Home Coastal, Inc., proposed development of Tract 32024 which included, in part, the construction of public improvements; and

WHEREAS, on September 11, 2019, the City Council approved the final map for Tract 32024 and accepted offers of dedication made on the final map for public road and public utility purposes, and as part of the City maintained road system, subject to improvements in accordance with City and County standards; and

WHEREAS, on September 11, 2019, Subdivision Improvement Agreement and Public Improvement Agreement for Tract 32024 were executed between the City of Wildomar and KB Home Coastal ,Inc.; and

WHEREAS, KB Home Coastal, Inc. has completed the public improvements and the City is ready to accept the improvements into the City maintained road system.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on November 9, 2022, the following:

1. The City Council accepts the completed required public improvements within Tract 32024 and as part of the City maintained road system.

PASSED, APPROVED, AND ADOPTED this 9th day of November, 2022

_____
Ben Benoit
Mayor

APPROVED AS TO FORM:

_____
Tom D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: November 9, 2022

SUBJECT: Annexation No. 2 into Community Facilities District No. 2022-1 (Services) for Verano (TR 37476)

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ____
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. 2) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

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, KB Home Coastal Inc., of TR 37476 containing 19.14 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, street maintenance, drainage, parks, trails and graffiti abatement.

In addition to maintaining public improvements the CFD No. 2022-1 will include a special tax

to provide for financing of certain public services to meet increased demands of police and fire protection services as a result of the new developments that annex into the CFD.
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.

The area proposed within Annexation No. 2 will encompass 19.14 acres to include 77 detached residential lots in TR 37476, with a FY 2022-23 maximum annual tax of $1,275 per residential unit, per year. The tract proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 2. This tax rate includes a Maximum Special Tax A of $583 per residential unit per year for maintenance services of public facilities, and Maximum Special Tax B of $430 per residential unit per year for safety services and a Special Tax C (Contingent) of $262 per residential unit per year. All of 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%, Special Tax B will increase by the greater of CPI or 5% and Special Tax C will increase by the greater of CPI or 2%, all not to exceed 6%. KB Home Coastal Inc., 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 14, 2022 and at that time the Council will formally consider approval of Annexation No. 2.

FISCAL IMPACT:
The projected levy for FY 2022-23 is $44,928 for the first year of maintenance services.
 Special Tax B will generate $33,110 once all 77 residential units are developed. Special Tax C, if needed, will generate $20,198.

The CFD will pay the cost of the formation of the District, which is $5,000.

ATTACHMENTS:
Attachment 1 - ROI Annex 2.docx
Attachment 1 - Ex. A - G.pdf
Attachment 2 - Project Map Annex 2.pdf
Attachment 3 - Maintenance Exhibit.pdf

RESOLUTION NO. 2022 - _____

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. 2) 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 the 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. 2, 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 the 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 14, 2022, 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 the 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 14, 2022 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 9th day of November 2022.

Ben J. Benoit
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. 2 is currently comprised of two (2) parcels located within the city boundaries. The property is identified by the following Riverside County Assessor's Parcel Numbers (APNs).

APN	Owner Name
367-140-008 (Por.)	KB Home Coastal Inc.
367-140-010 (Por.)	KB Home Coastal Inc.

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 36299	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 36299	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 2022-2023. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 2 – SPECIAL TAX A
TR 37476

Item	Description	Estimated Cost
1	Landscaping	$8,809
2	Lighting	$2,227
3	Streets	$19,413
4	Drainage	$1,927
5	Parks	$1,455
6	Trails	$3,320
7	Graffiti	$164
8	Reserves	$3,732
9	Admin	$3,881
Total		**$44,928**

Special Tax B Services – It is estimated that the cost of providing Police and Fire Protection services being funded by Special Tax B for the Community Facilities District No. 2022-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

TAX ZONE 2 – SPECIAL TAX B
TR 37476

Land Use Category	Unit	Maximum Special Tax B
Single-Family Residential Property	RU	$430

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 2022-23. 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 2 – SPECIAL TAX C (Contingent)
TR 37476

Item	Description	Estimated Cost
1	Drainage	$16,706
2	Reserves	$1,671
3	Admin	$1,821
Total		**$20,198**

TAX ZONE 2
TR 37476
FY 2022-2023 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	Single-Family Residential	RU	$583	$430	$262
Approved Property	Single-Family Residential	RU	$583	N/A	$262
Undeveloped Property	N/A	Acre	$2,912	N/A	$1,309

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 36299	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.

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 C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

PROPOSED BOUNDARIES

EXHIBIT D

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

PROPOSED BOUNDARIES

PROPOSED ANNEXATION MAP NO. 2

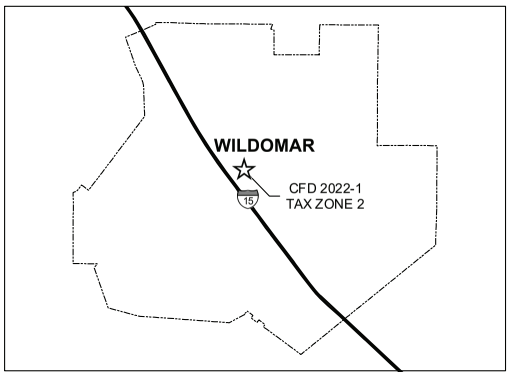
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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





FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
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

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (2) TAX ZONE

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 2022-23.

0 250 500 1,000 Feet

N W E S

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 4th day of May, 2022.

KB HOME COSTAL INC.,
a California corporation

By: _____
Name: Scott Hansen
Title: VP, forward Planning

OWNER'S PROPERTY:

TRACT MAP OR PARCEL MAP NO.
or PROJECT NO. Tract No. 37476

OWNER'S MAILING ADDRESS:

36310 Inland Valley Drive

Wildomar, CA 92595

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF WILDOMAR THIS ____ DAY OF _____, 20___.

_____
City Clerk of the City Council of the
City of Wildomar

INSERT EXHIBIT A: ZONE DESCRIPTION

Legal Description of the Land

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

PARCEL 1:

THE SOUTH HALF OF THE WEST HALF OF LOT 178 OF SEDCO TRACT NO. 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGES 58 TO 75 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THAT PORTION DESCRIBED IN DEED TO STATE OF CALIFORNIA, RECORDED FEBRUARY 1, 1954 AS INSTRUMENT NO. 5123 AS INSTRUMENT NO. 5124 OF OFFICIAL RECORDS

ALSO EXCEPT THAT PORTION DESCRIBED IN DEED TO STATE OF CALIFORNIA, RECORDED FEBRUARY 13, 1979 AS INSTRUMENT NO. 29240 OF OFFICIAL RECORDS.

APN: 367-140-010

PARCEL 2:

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

ALL OF THAT CERTAIN PARCEL CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 1, 1954 IN BOOK 1550 PAGE 290, OF OFFICIAL RECORDS OF SAID COUNTY LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 178, DESCRIBED IN SAID DEED AS BEING SOUTH 88° 44' 05" EAST 296.87 FEET FROM A ONE AND ONE HALF INCH IRON PIPE MARKING THE SOUTHWEST CORNER OF SAID LOT 178; THENCE NORTHWESTERLY ALONG A CURVE CONCA VE NORTHEASTERLY AND HAVING A RADIUS OF 14,904 FEET, FROM A TANGENT BEARING NORTH 36° 06' 31" WEST THOUGH AN ANGLE OF 0° 13' 52" A DISTANCE OF 60.12 FEET; THENCE NORTH 38° 30' 58" WEST 84.99 FEET; THENCE NORTH 36° 52' 01" WEST 28.19 FEET TO A TANGENT CURVE CONCA VE NORTHEASTERLY AND HA YING A RADIUS OF 768 FEET; THENCE NORTHWESTERLY ALONG SAID CURE THROUGH AN ANGLE OF 20° 32' 28" A DISTANCE OF 275.33 FEET.

APN: 367-140-012

PARCEL 3:

THE SOUTH HALF OF THE EAST HALF OF LOT 178 OF SEDCO TRACT NO. 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 OF MAPS, PAGES 58 TO 75, RECORDS OF SAID COUNTY.

APN: 367-140-008

INSERT EXHIBIT B: ZONE MAP

PROPOSED ANNEXATION MAP NO. 2

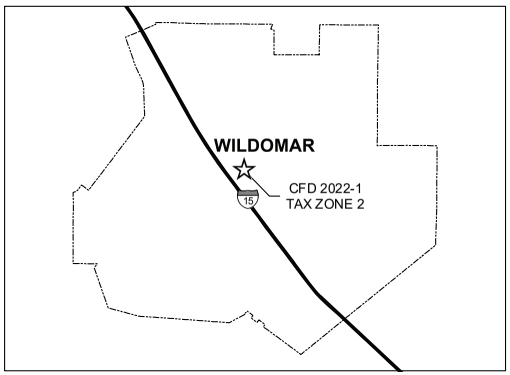
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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





FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
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

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (2) TAX ZONE

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 2022-23.

0 250 500 1,000 Feet

N W E S

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 Riverside)

On May 4, 2022, before me, Aubrey Fitzgerald, Notary Public, personally appeared Scott Hansen, 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 _____

AUBREY FITZGERALD
Notary Public - California
Riverside County
Commission # 2301701
My Comm. Expires Aug 17, 2023

My Commission Expires: August 17, 2023 This area for official notarial seal

Notary Name: Aubrey Fitzgerald Notary Phone: 951-691-5331
Notary Registration Number: 2301701 County of Principal Place of Business: Riverside

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

ACKNOWLEDGMENT REGARDING PROPERTY TO BE INCLUDED INTO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

The developer/property owner of (**Assessor's Parcel No.**) **367-140-012, 367-140-010, 367-140-008** hereby acknowledges that:

If the landscaping, drainage, lighting and eligible public improvements within the Community Facilities District No. 2022-1 (Services) the maintenance areas of (**Assessor's Parcel Nos.**) **367-140-012, 367-140-010, 367-140-008**, which is to be included in the Community Facilities District of the City of Wildomar, are completed prior to the levy and collection of special taxes upon property within said tract for the maintenance of such landscape and improvements, the developer/property owner will continue to be responsible for and will maintain the landscaping, drainage, lighting, and eligible public improvements within such maintenance areas at its sole expense, and the City will not assume responsibility for the maintenance of such landscaping, drainage, lighting and eligible public improvements until such time as the City is able to collect such special taxes to pay the costs of the maintenance of such landscaping, drainage, lighting, and eligible public improvements.

DATED:

5/4

OWNER(S):

KB HOME COASTAL INC.,
a California corporation

Scott Hansen
(Print Name)

(Signature)

VP, Forward Planning
(Title)

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

STATE OF California)SS
COUNTY OF Riverside)

On May 4, 2022, before me, Aubrey Fitzgerald, Notary Public, personally appeared Scott Hansen, 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.

AUBREY FITZGERALD
Notary Public - California
Riverside County
Commission # 2301701
My Comm. Expires Aug 17, 2023

Signature

My Commission Expires: August 17, 2023 This area for official notarial seal

Notary Name: Aubrey Fitzgerald Notary Phone: 951-691-5331
Notary Registration Number: 2301701 County of Principal Place of Business: Riverside

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

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. 2)

NOTICE IS HEREBY GIVEN that the City Council of the City of Wildomar on November 9, 2022 adopted its Resolution No. 2022-__, 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 14, 2022 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. 2

(December 14, 2022)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 2 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
KB Home Costal Inc.	19.14	20

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 30, 2022, 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 14, 2022, 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 14, 2022.

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):**
KB Home Coastal Inc. Attn: Scott Hansen 36310 Inland Valley Drive Wildomar, CA 92595	367-140-008 and 367-140-010

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 2

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 9, 2022 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 2 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_____.

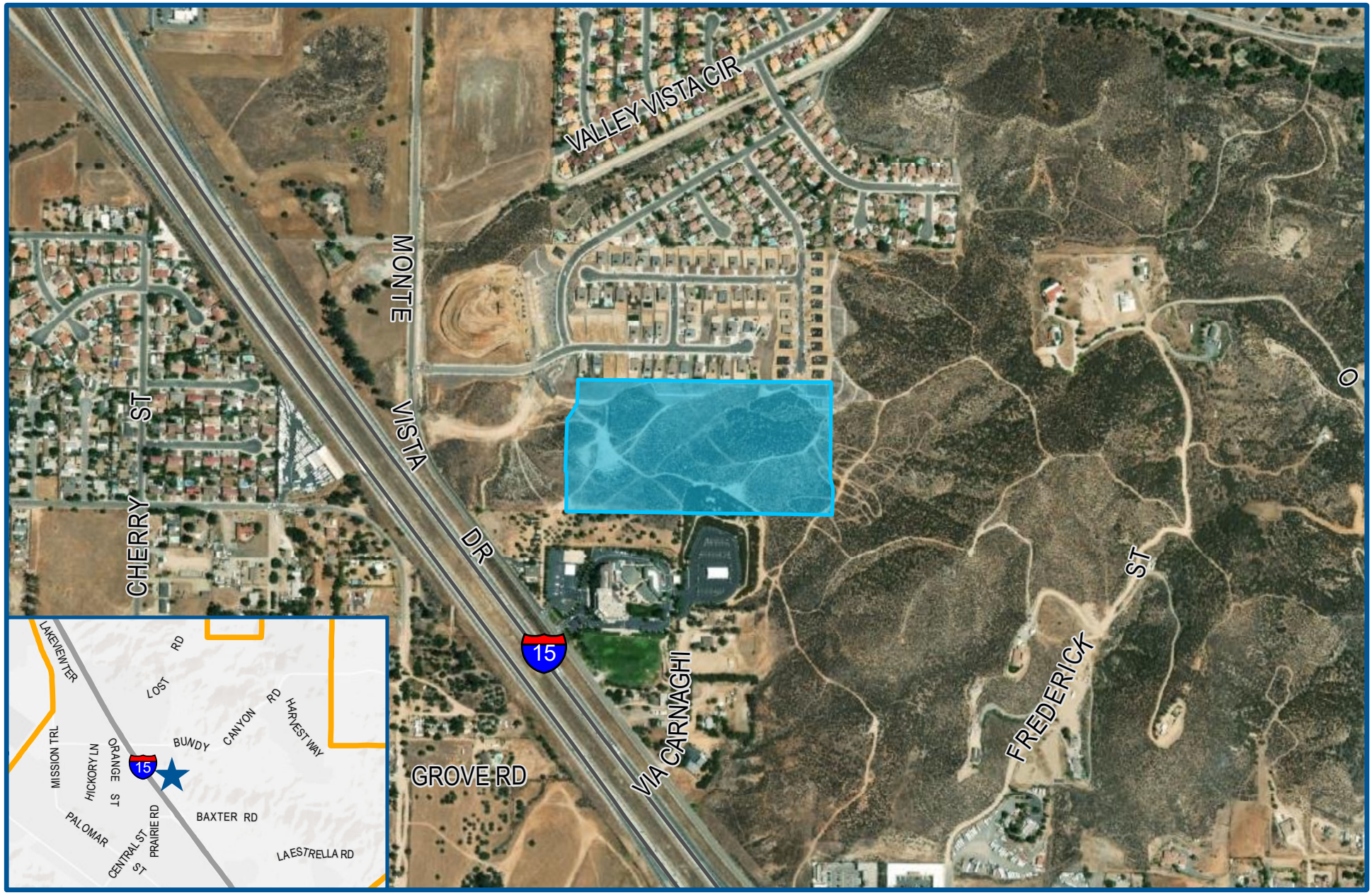
KB Home Coastal Inc.
Scott Hansen
VP Forward Planning

_____
Signature

_____
Print Name

_____
Title

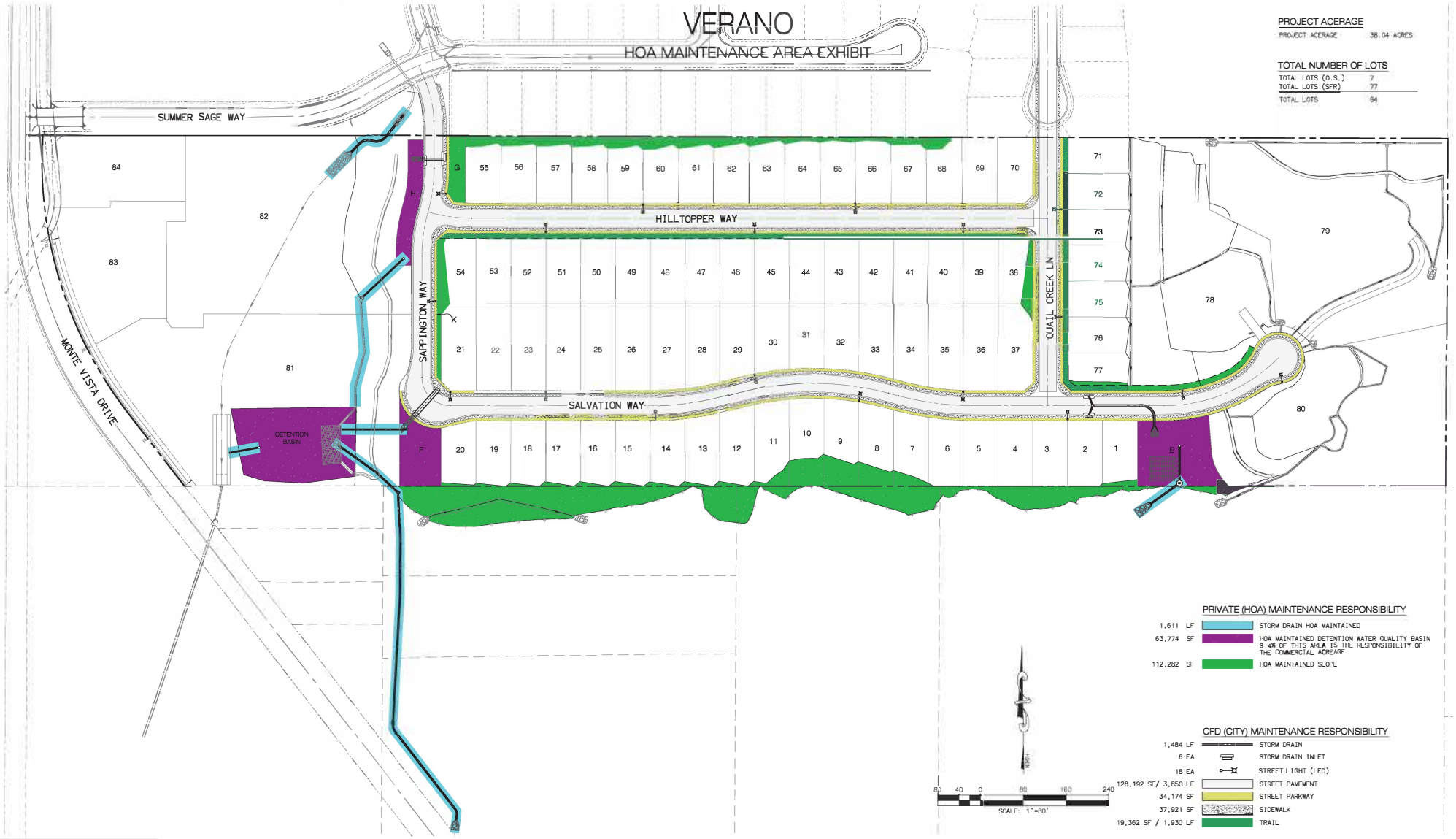
PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 2



SPICER CONSULTING GROUP

VERANO

HOA MAINTENANCE AREA EXHIBIT



PROJECT ACERAGE

PROJECT ACERAGE	38.04 ACRES

TOTAL NUMBER OF LOTS

TOTAL LOTS (O.S.)	7
TOTAL LOTS (SFR)	77
TOTAL LOTS	84

PRIVATE (HOA) MAINTENANCE RESPONSIBILITY

1,611 LF	STORM DRAIN HOA MAINTAINED
63,774 SF	HOA MAINTAINED DETENTION WATER QUALITY BASIN 9.4% OF THIS AREA IS THE RESPONSIBILITY OF THE COMMERCIAL ACREAGE
112,282 SF	HOA MAINTAINED SLOPE

CFD (CITY) MAINTENANCE RESPONSIBILITY

1,484 LF	STORM DRAIN
6 EA	STORM DRAIN INLET
18 EA	STREET LIGHT (LED)
128,192 SF/ 3,850 LF	STREET PAVEMENT
34,174 SF	STREET PARKWAY
37,921 SF	SIDEWALK
19,362 SF / 1,930 LF	TRAIL

DIGALERT — DIAL BEFORE YOU DIG — TOLL FREE 1-800-227-2600 — TWO WORKING DAYS BEFORE YOU DIG — A PUBLIC SERVICE BY UNDERGROUNDSERVICEALERT

NOTE:
WORK CONTAINEDWITHINTHESE PLANSSHALL NOT COMMENCEUNTIL ANENCROACHMENTPERMIT AND/ORA GRADINGPERMITHAS BEENISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after City acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the City.

MARK	BY	DATE	REVISIONS	APPR.	DATE
				CITY	
				ENGINEER	

CITY OF WILDOMAR
ACCEPTED BY:

Date:

Daniel A. York, Director of Public Works/ City Engineer, PE 43212

ACCEPTANCEAS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

PREPARED BY:
RENCivil
ENGINEERING • PLANNING • LAND PLANNING
25631 "B" ADDISON ST., MURRIETA, CA 92562
951 696 9902 951 696 9961 FAX

PREPARED BY: RUDY E. NUÑEZ DATE 10-07-21
R.C.E.No. C55955 EXP. 12-31-22

BENCHMARK:
Elevation = 1347.733
Datum = 1988 (CONVERTED FROM 1929)
BENCHMARK "E-7-70"

THIS SURVEY WAS PERFORMED ON 6-6-19 BY Rudy E. Nunez L.S. 7394, EXP. 12-31-22

SCALE: H: As Noted V: As Noted

TRACT NO. 37476 PROJECT # 21-0122
CITY OF WILDOMAR
VERANO
HOA MAINTENANCE AREA EXHIBIT
DATE: MAY 20, 2022

SHEET No. 1 OF 1 SHTS

T:\HOA MAINTENANCE AREAS FINAL\Qty\Sht\HOA MAINTENANCE AREAS FINAL.dwg 5/25/2022

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: November 9, 2022

SUBJECT: Establishment of Community Facilities District No. 2022-3 (Verano)

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Adopt the following Resolutions:

RESOLUTION NO. 2022 -___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

And

RESOLUTION NO. 2022 - ___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $6,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR

BACKGROUND:
KB Home Coastal Inc., a California corporation (the “Developer”), owns 15.4 gross acres of property in the City which is proposed to be developed into 77 single family residential homes. Such property is generally located to the east of Monte Vista Drive and south of Summer Sage Way. The Developer has requested that the City form a community facilities district (“CFD No. 2022-3” or the “District”) to encompass such property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The

maximum amount of bonded indebtedness proposed is $7,000,000.

The Developer has requested that the boundaries of CFD No. 2022-3 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2022-3 presented at this meeting (the "Resolution of Intention"), and that special taxes be levied within the boundaries of the District in accordance with the Rate and Method of Apportionment (the "RMA") described in Attachment C to the Resolution of Intention. The Resolution of Intention is the first step in the process of forming CFD No. 2022-3. The attached Resolutions declare the City's intention to establish CFD No. 2022-3, its intention to incur bonded indebtedness by CFD No. 2022-3, and calls for a public hearing. A public hearing on the matter will take place on December 14, 2022, and at that time the Council will formally consider approval to form CFD No. 2022-3, and hold elections on the approval of the special taxes and the need to incur bonded indebtedness within CFD No. 2022-3.

FISCAL IMPACT:
The Developer has made a deposit to pay for the costs of the formation proceedings which may be reimbursed to the Developer in accordance with a reimbursement agreement with the Developer. If established and subject to necessary Council and voter approvals, CFD No. 2022-3 will annually levy special taxes on all of the taxable property within the District in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of facilities, debt service on bonds and administration of CFD No. 2022-3. Any bonds issued by CFD No. 2022-3 are not obligations of the City and will be secured solely by the special taxes levied within CFD No. 2022-3.

The RMA provides that the annual special tax rates will range from $4,195 for home sizes less than 1,500 square feet to $4,678 for home sizes greater than 1,900 square feet, which rates escalate at 2% per year.

ATTACHMENTS:
RESOLUTION OF INTENTION TO ESTABLISH WILDOMAR 2022-3 (VERANO).docx
RESOLUTION OF INTENTION TO INCUR DEBT WILDOMAR 2022-3 (VERANO).doc
LANDOWNER PETITION TO FORM WILDOMAR CFD 2022-3 (VERANO).doc
REIMBURSEMENT AGREEMENT WILDOMAR 2022-3.docx
CFD 2022-3 Project_Map v3.pdf

RESOLUTION NO. 2022-___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

WHEREAS, the City of Wildomar (the "City") received a petition signed by the owner of more than ten percent of the land within the boundaries of the territory which is proposed for inclusion in a proposed community facilities district, which petition meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California; and

WHEREAS, the City Council of the City (the "City Council") desires to adopt this resolution of intention as provided in Section 53321 of the Government Code of the State of California to establish a community facilities district consisting of the territory described in Attachment "A" hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as "Community Facilities District No. 2022-3 (Verano) of the City of Wildomar" ("Community Facilities District No. 2022-3" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act") to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment "B" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"); and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Facilities and the Incidental Expenses for Community Facilities District No. 2022-3; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2022-3 and the issuance of bonded indebtedness in an amount not to exceed $7,000,000 with respect to the Facilities and the Incidental Expenses and the levy of a special tax to pay for the Facilities and the Incidental Expenses (the "Special Tax") and to pay debt service on the bonded indebtedness, provided that the bond sale and such Special Tax levy are approved at an election to be held within the boundaries of Community Facilities District No. 2022-3;

WHEREAS, the City desires to enter into a reimbursement agreement with KB Home Coastal Inc. (the "Developer"), the form of which is on file with the City Clerk (the "Reimbursement Agreement"), to provide for the reimbursement of certain amounts advanced by the Developer in connection with the formation of the District;

WHEREAS, the City and the Developer propose to enter into joint community facilities agreements (the "JCFAs") with each of Elsinore Valley Municipal Water District (the "Water District") and Lake Elsinore Unified School District (the "School District") relating to certain facilities proposed to be financed by the District and owned and operated by the Water District

and the School District, as applicable, and the District expects to enter into the JCFAs prior to the approval of the issuance of bonds pursuant to the Act.

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

Section 1. The above recitals are true and correct.

Section 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as described in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2022-3 which is on file with the City Clerk. The City Clerk is hereby directed to sign the original map of the District and record it with all proper endorsements thereon with the Assessor-County Clerk-Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

Section 3. The name of the proposed community facilities district shall be "Community Facilities District No. 2022-3 (Verano) of the City of Wildomar."

Section 4. The Facilities proposed to be provided within Community Facilities District No. 2022-3 are public facilities as defined in the Act, which the City, the Water District, with respect to certain water and sewer facilities, and the School District, with respect to certain school facilities, are authorized by law to construct, acquire, own and operate. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

All or a portion of the Facilities may be purchased with District funds as completed public facilities pursuant to Section 53314.9 or as discrete portions or phases pursuant to Section 53313.51 of the Act and/or constructed with District funds pursuant to Section 53316.2 of the Act. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

Section 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses; and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated

herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment "C" hereto, (ii) such Special Tax shall not be levied after fiscal year 2064-65, as described in Attachment "C" hereto, and (iii) under no circumstances will the Special Tax levied in any fiscal year against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The Special Tax is based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2022-3 will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The City Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax with respect to the Special Tax set forth in Attachment "C" to be reasonable. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2022-3 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified on Attachment "C," the City Council shall, on behalf of Community Facilities District No. 2022-3, cause the levy to be increased, subject to the limitation of the maximum Special Tax for a parcel as set forth in Attachment "C," to the extent necessary upon the remaining property within proposed Community Facilities District No. 2022-3 which is not exempt in order to yield the Special Tax revenues required for the purposes described in this Section 5. The obligation to pay the Special Tax may be prepaid only as set forth in Section G of Attachment "C" hereto.

Section 6. A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2022-3, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on December 14, 2022, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595. Should the City Council determine to form the District, a special election will be held to authorize the issuance of the bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

Section 7. At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the proposed Community Facilities District No. 2022-3 shall be established and as to the method of apportionment of the special tax and shall consider:

(a) if an ad valorem property tax is currently being levied on property within proposed Community Facilities District No. 2022-3 for the exclusive purpose of paying principal of or interest on bonds, lease payments or other indebtedness incurred to finance construction of capital facilities; and

(b) if the capital facilities to be financed and constructed by Community Facilities District No. 2022-3 will provide the same services as were provided by the capital facilities mentioned in subsection (a); and

(c) if the City Council makes the findings specified in subsections (a) and (b) above, it will consider appropriate action to determine whether the total annual amount of ad valorem property tax revenue due from parcels within Community Facilities District No. 2022-3, for purposes of paying principal and interest on the debt identified in subsection (a) above, shall not be increased after the date on which Community Facilities District No. 2022-3 is established, or after a later date determined by the City Council with the concurrence of the legislative body which levied the property tax in question.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2022-3, may appear and be heard.

Section 9. Each City officer who is or will be responsible for providing the Facilities within proposed Community Facilities District No. 2022-3, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2022-3 and an estimate of the cost of providing those public facilities, including the cost of environmental evaluations of such facilities and an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

Section 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2022-3. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2022-3. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting

procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 12. The reasonably expected maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Seven Million Dollars ($7,000,000).

Section 13. The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, or their written designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in the form on file with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

Section 14. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

Section 15. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 9th day of November, 2022:

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of November 9, 2022 and that the same was adopted by the following vote:

AYES:

NOES:

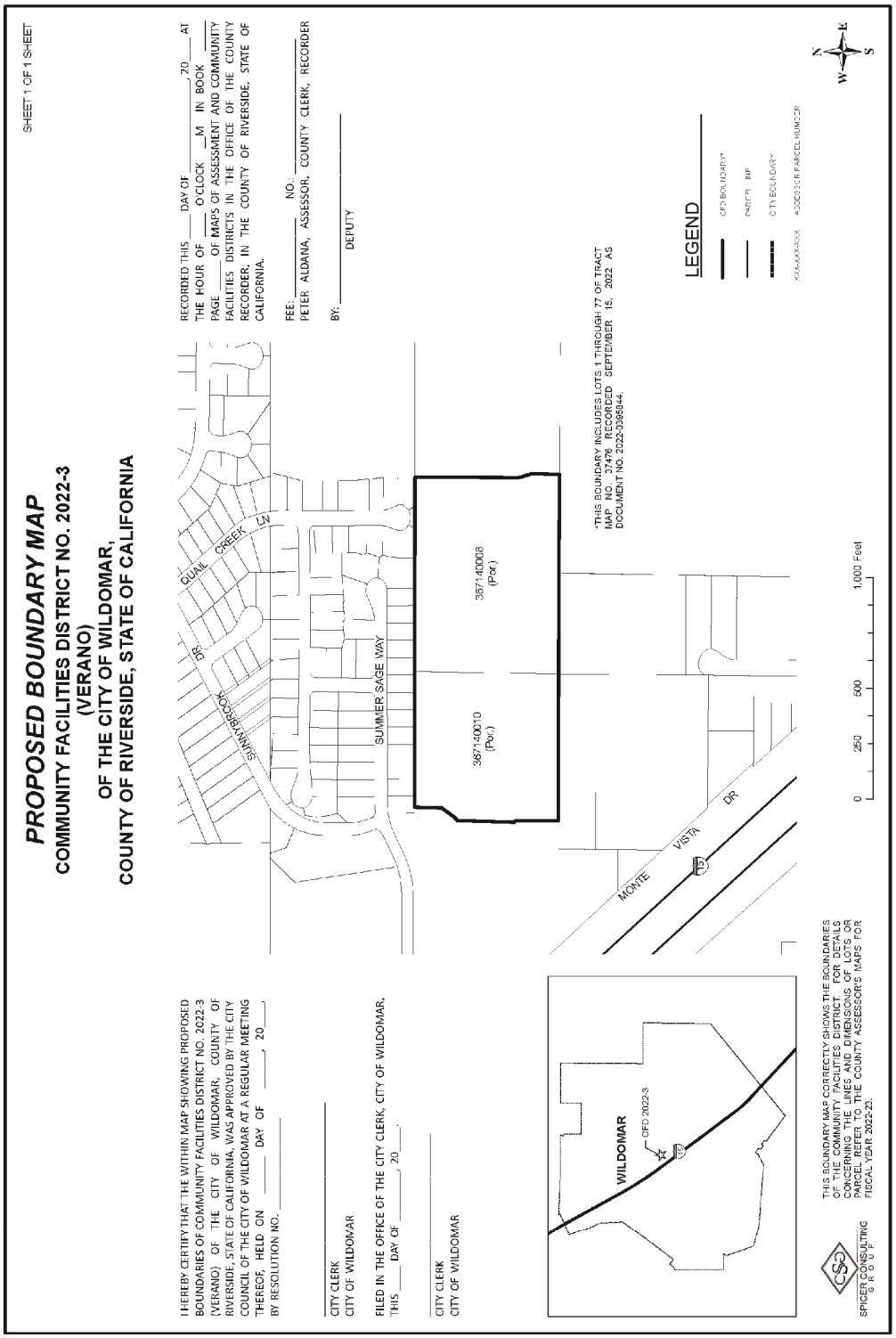
ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BOUNDARY MAP



The property in the District is described as follows:

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

Lots 1 – 77 of Tract No. 37476 in the City of Wildomar, as shown on the map recorded in the official records of the County of Riverside Recorder's office as Instrument No. 2022-0395844.

Assessor Parcel Numbers:

367-140-008 (portion of)
367-140-010 (portion of)

ATTACHMENT B

Types of Facilities
to Be Financed by Community
Facilities District No. 2022-3 (Verano) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities"), and (iii) interim and permanent school facilities of Lake Elsinore Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities (the "School Facilities" and together, with the City Facilities and the Water Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of the City of Wildomar Community Facilities District No. 2022-3 (Verano) of the City of Wildomar ("CFD No. 2022-3"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Wildomar, acting in its capacity as the legislative body of CFD No. 2022-3, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a residential unit of limited size including a smaller second unit that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2022-3: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-3 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2022-3 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2022-3 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-3 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2022-3 for

any other administrative purposes of CFD No. 2022-3, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, (ii) that have an assigned Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) that have not been issued a building permit on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax" means the Special Tax of that name described in Section D below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2022-3 has been pledged.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2022-3"** means Community Facilities District No. 2022-3 (Verano) of the City of Wildomar established by the City under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

"City" means the City of Wildomar, State of California.

"City Council" means the City Council of the City of Wildomar, acting as the legislative body of CFD No. 2022-3.

"Condominium Plan" means a condominium plan pursuant to California Civil Code, Section 6624.

"County" means the County of Riverside, State of California.

"Developed Property" means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2022-3 on such Assessor's Parcel.

"Multifamily Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.2.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section G.1.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor's Parcels of

Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the CFD Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Taxes.

"Single Family Residential Property" means all Assessor's Parcels of Residential Property other than Multifamily Property.

"Special Tax" or **"Special Taxes"** means any of the special taxes authorized to be levied within CFD No. 2022-3 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall (based on the prior year's delinquency rate) due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2022-3 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-3, which are not Exempt Property.

"Taxable Unit" means either a Residential Unit or an Acre.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

B. SPECIAL TAX

Commencing Fiscal Year 2023-2024 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2023-2024, each Assessor's Parcel within CFD No. 2022-3 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multifamily Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Developed Property Special Tax rates and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

D. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor's Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Multifamily Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

a. Assigned Special Tax

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property or Non-Residential Property shall be subject to an Assigned Special Tax. The

Assigned Special Tax for Fiscal Year 2023-2024 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2023-2024

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,500 sq. ft	$4,195.00
2. Single Family Residential Property	RU	1,500 sq. ft to 1,700 sq. ft	$4,254.00
3. Single Family Residential Property	RU	1,701 sq. ft to 1,900 sq. ft	$4,476.00
4. Single Family Residential Property	RU	Greater than 1,900 sq. ft	$4,678.00
5. Multifamily Property	Acre	N/A	$23,142.00
6. Non-Residential Property	Acre	N/A	$23,142.00

On each July 1, commencing July 1, 2024, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be $4,637 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or condominium plan contained within the boundaries of CFD No. 2022-3 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or condominium plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or condominium plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or Approved Property

in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2022-3.

Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2024, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Approved Property

The Maximum Special Tax for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be $23,142 per Acre.

On each July 1, commencing July 1, 2024, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. Undeveloped Property and Provisional Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be $23,142 per Acre.

On each July 1, commencing July 1, 2024, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2023-2024 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied

Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 14.66 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 14.66 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 14.66 Acres will be classified as Provisional Undeveloped Property, and will be subject to Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

"CFD Facilities" means $4,330,000 expressed in 2022 dollars, which shall increase by the Construction Inflation Index on July 1, 2024, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2022-3, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this RMA.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2022-3.

"Construction Inflation Index" means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

1. Prepayment in Full

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor's Parcels of Developed Property, (ii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property. The Special Tax obligation applicable to an Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation for such Assessor's Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor's Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor's Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Equals:	Prepayment Amount

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.

3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Determine the Future Facilities Costs.

7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").

8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.

11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").

12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such event, the increment above $5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times maximum annual debt service on the Bonds

that will remain outstanding after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount
P_E = the Prepayment Amount calculated according to Section G.1
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation
A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2064-2065 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2022-3 Bonds have been paid; (ii) all authorized facilities of CFD No. 2022-3 have been acquired and all reimbursements to the developer have

been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2022-3 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2022-3 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this RMA and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

RESOLUTION NO. 2022-___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $7,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR

Whereas, the City Council of the City of Wildomar (the "City Council") upon receipt of a petition as provided in Section 53318 of the Government Code of the State of California instituted proceedings to form Community Facilities District No. 2022-3 (Verano) of the City of Wildomar ("Community Facilities District No. 2022-3" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, pursuant to Resolution No. 2022-___ (the "Resolution of Intention to Establish") adopted by the City Council on the date hereof to finance (1) the purchase, construction, modification, expansion, improvement and/or rehabilitation of public facilities identified in Attachment "A" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities") and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the District (the "Incidental Expenses"); and,

Whereas, the City Council estimates that the amount required to finance the Facilities and Incidental Expenses is approximately $7,000,000; and,

Whereas, in order to finance the Facilities and Incidental Expenses, the City Council intends to authorize the issuance of bonds in the maximum aggregate principal amount of $7,000,000, the repayment of which is to be secured by special taxes levied in accordance with Section 53328 of the Act on all property in the proposed Community Facilities District No. 2022-3, other than those properties exempted from taxation in the rate and method of apportionment set forth in Attachment "C" to the Resolution of Intention to Establish.

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

Section 1. The above recitals are true and correct.

Section 2. It is necessary to incur bonded indebtedness within the boundaries of proposed Community Facilities District No. 2022-3 in an amount not to exceed $7,000,000 to finance the costs of the Facilities and Incidental Expenses, as permitted by the Act.

Section 3. The indebtedness will be incurred for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

Section 4. It is the intent of the City Council to authorize the sale of bonds in one or more series, in the maximum aggregate principal amount of $7,000,000 and at a maximum interest rate not in excess of 12 percent per annum, or a higher rate not in excess of the maximum rate permitted by law at the time that the bonds are issued. The term of the bonds of each series shall be determined pursuant to a resolution of this City Council acting in its capacity as the

legislative body of the District authorizing the issuance of the bonds of such series, but such term shall in no event exceed 35 years from the date of issuance of the bonds of such series, or such longer term as is then permitted by law.

Section 5. A public hearing (the "Hearing") on the proposed issuance of bonded indebtedness shall be held at 6:00 p.m. or as soon thereafter as practicable, on December 14, 2022, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595.

Section 6. At the time and place set forth in this Resolution for the Hearing, any interested persons, including all persons owning land or registered to vote within proposed Community Facilities District No. 2022-3, may appear and be heard.

Section 7. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Community Facilities District No. 2022-3. Such publication shall be completed at least seven days prior to the date of the Hearing. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of proposed Community Facilities District No. 2022-3 at least 15 days prior to the Hearing.

PASSED, APPROVED AND ADOPTED this 9th day of November, 2022:

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of November 9, 2022 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

Types of Facilities
to Be Financed by Community
Facilities District No. 2022-3 (Verano) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities"), and (iii) interim and permanent school facilities of Lake Elsinore Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities (the "School Facilities" and together, with the City Facilities and the Water Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

PETITION TO THE CITY COUNCIL OF THE CITY OF WILDOMAR REQUESTING INSTITUTION OF PROCEEDINGS FOR ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT (COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR)

1. The undersigned (the "Owner") is the owner of more than 10% of the land depicted in Exhibit A hereto and described in Exhibit B hereto (the "Property"), which land is expected to be all of the land included within the boundaries of a community facilities district hereby proposed to be established. The Property is located within the City of Wildomar (the "City") in the County of Riverside.

2. The Owner requests that the City Council of the City (the "City Council") institute proceedings to establish a community facilities district to be known as "Community Facilities District No. 2022-3 (Verano) of the City of Wildomar" (referred to herein as the "District") pursuant to Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code of the State of California, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act") to include all of the Property.

3. The boundaries of the territory which is proposed for inclusion in the District are those depicted in Exhibit A hereto and described in Exhibit B hereto.

4. The Owner requests that the proposed District be used to finance the construction, purchase, modification, expansion and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities"), and (iii) interim and permanent school facilities of Lake Elsinore Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities (the "School Facilities" and together, with the City Facilities and the Water Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

5. The Owner further requests that the City Council authorize the levy of special taxes in the District to pay the costs of the Facilities and the incidental costs described in paragraph 4 above (the "Special Tax") and to pay principal of, interest and premium, if any, on the bonds in order to contribute to the financing of the Facilities and costs described in paragraph 4 above.

6. The Owner further requests that, upon the sale of bonds, the City Council, as legislative body of the District, annually levy Special Taxes on the property within the District for the construction, acquisition and rehabilitation of the Facilities, for the payment of the aggregate amount of principal of and interest owing on the bonds in each fiscal year, including the maintenance of reserves therefor, and for the payment of administrative expenses of the District.

7. The Owner has advanced to the City the amounts necessary to pay for the costs related to the formation of the District, which amounts will be reimbursed, without interest, from the proceeds of the first sale of the bonds, if any. The reimbursement of such amounts is expected to be governed by the terms of that certain Reimbursement Agreement to be entered into by and between the City and the Owner relating to the District. If bonds are not sold, the City will have no obligation to reimburse amounts expended for costs incurred, but will reimburse any unexpended amounts advanced by the Owner as set forth in the Reimbursement Agreement.

Dated: October __, 2022

KB HOME COASTAL INC., a California corporation

By:_____
Name:_____
Title:_____

EXHIBIT A

BOUNDARY MAP

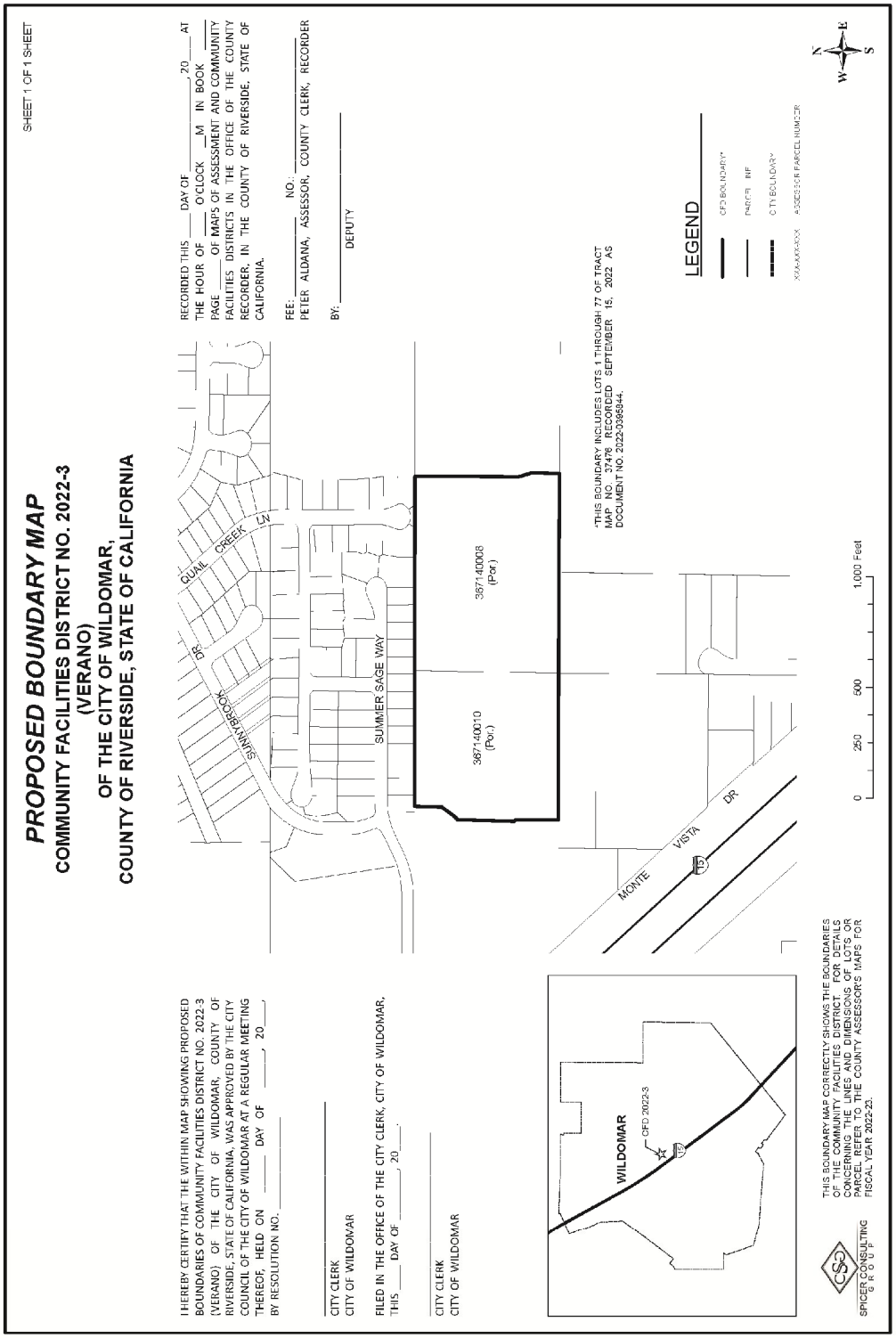


EXHIBIT B

LEGAL DESCRIPTION

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

Lots 1 – 77 of Tract No. 37476 in the City of Wildomar, as shown on the map recorded in the official records of the County of Riverside Recorder's office as Instrument No. 2022-0395844.

Assessor Parcel Numbers:

367-140-008 (portion of)
367-140-010 (portion of)

REIMBURSEMENT AGREEMENT
RELATING TO PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2022-3
(VERANO) OF THE CITY OF WILDOMAR

THIS REIMBURSEMENT AGREEMENT RELATING TO PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR (the "Agreement") dated as of November 9, 2022 is entered into by and between the City of Wildomar, a general law city organized and existing under the laws and constitution of the State of California (the "City"), and KB HOME Coastal Inc., a California corporation (the "Developer").

R E C I T A L S :

A. The Developer is developing approximately 15.4 acres of land described in Exhibit A attached hereto (the "Property") for which the Developer desires to include within proposed Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq*.) (the "Act").

B. The City and the Developer are desirous of entering into this Agreement in order to provide a mechanism by which the Developer may advance certain costs related to the cost of formation of the District, and to provide that such District, if formed, will reimburse the Developer for the amounts advanced hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

2. Potential Formation of the District and Issuance of Bonds.

(a) At the request of the Developer, the City will undertake to form the District. The City will retain, at the Developer's expense, the necessary consultants to analyze the proposed formation of the District and issuance of bonds, including a special tax consultant, municipal advisor, bond counsel, market absorption consultant, appraiser and other consultants deemed necessary by the City. In addition, City staff time spent in connection with the formation of the District and the issuance of bonds shall be at Developer's expense.

(b) In order to begin the process of analyzing the potential formation of the District, the Developer has advanced to the City a sum totaling $60,000. From time to time, the Developer shall make additional advances to the City within 15 days following receipt from the City of a request for an additional advance to cover the costs of forming the District and/or issuing bonds. In the event the Developer does not deliver the requested amount to the City within such 15-day period, the City will have no obligation to proceed with the analysis or bond issue unless and until such additional advance is received. The Developer shall have the right to notify the City at any time, in writing, of its intention to abandon the formation of the District or the issuance of bonds. Upon receipt of such notice, the City shall instruct its consultants to

cease work as soon as practicable. The Developer shall be responsible to pay all costs and expenses incurred by the City or any City consultant or advisor prior to the date on which the City's consultants are notified of the Developer's notice of abandonment. Notwithstanding a decision of the Developer to abandon the formation of the District or the issuance of bonds, the City may, in its sole discretion, elect to proceed with formation of the District and/or the issuance of bonds with funds other than those of the Developer; provided, however, that, in executing this Agreement, the Developer shall not be deemed to have waived their right to object to the formation of the District or the issuance of bonds.

(c) The City will provide to the Developer on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Developer will be reimbursable to the Developer, without interest, from the proceeds of bonds issued by the District when and if the District is formed. In the event that bonds are not issued to provide a source of reimbursement to the Developer, the City shall have no liability to the Developer to reimburse them for any amounts previously advanced by the Developer and expended by the City in accordance with this Agreement.

3. Reimbursement Procedure. Upon the abandonment of the District formation proceedings, the City shall return any funds which have been advanced by the Developer which are not expended on the purposes set forth in Section 2 above. Such returned funds shall be without interest.

4. Abandonment of CFD Formation Process. The Developer understands that any formation of the District shall be in the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to form the District or to issue any bonds. The City shall have no liability to Developer for its decision not to form the District or issue bonds.

5. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless, jointly and severally, the City and each of its officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or arising out of any acts or omissions taken by the Developer or any of the Developer's officers, employees, contractors and agents with respect to the formation of the District.

6. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

Developer	KB HOME Coastal Inc. 36310 Inland Valley Drive Wildomar, California 92595 Attention: Scott Hansen Telephone: (951) 691-5239
City:	City of Wildomar 23873 Clinton Keith Road Wildomar, California 92595 Attn: City Manager Telephone: (951) 677-7751 Email: dyork@cityofwildomar.org

With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Brian Forbath, Esq.
Telephone: (949) 725-4193
Email: bforbath@sycr.com

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

7. Assignment. The Developer may assign its interest in this Agreement at any time provided, however, that the Developer shall provide written evidence of any assignment to the City.

8. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

10. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

13. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

15. Termination. This Agreement shall terminate and be of no further force and effect on December 31, 2028 unless expressly amended by the parties or terminated earlier by written notice from the Developer; provided, however, that the Developer's obligations under Section 5 shall survive the termination and the City's obligation to provide reimbursement in accordance with Section 3 for expenses incurred prior to the termination date shall also survive termination.

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

CITY OF WILDOMAR, a political subdivision of the State of California

By: _____
Daniel A. York, City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

KB HOME COASTAL INC., a California corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Thomas D. Jex

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

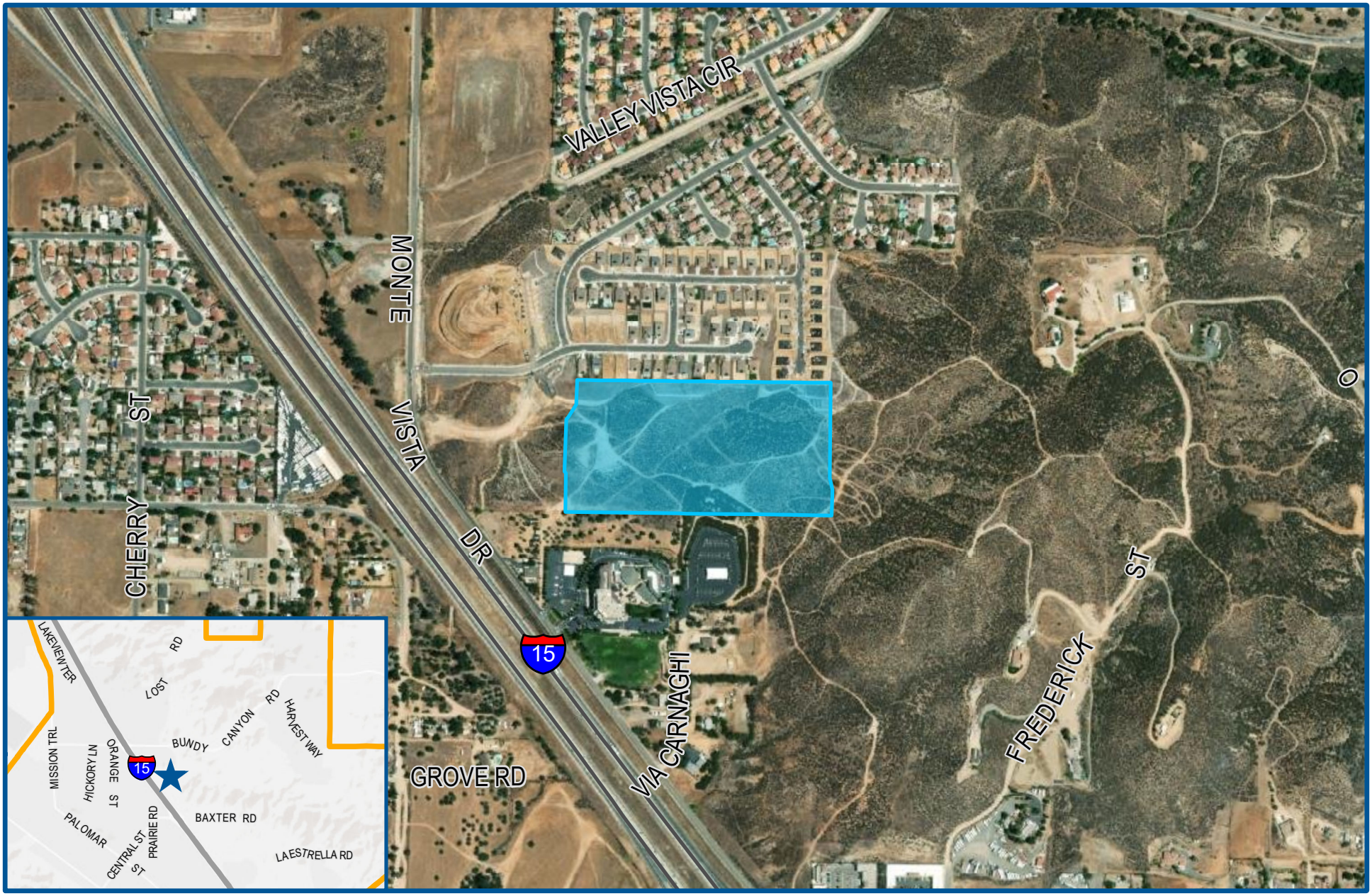
Lots 1 – 77 of Tract No. 37476 in the City of Wildomar, as shown on the map recorded in the official records of the County of Riverside Recorder's office as Instrument No. 2022-0395844.

Assessor Parcel Numbers:

367-140-008 (portion of)
367-140-010 (portion of)

PROJECT MAP

CFD NO. 2022-3 (VERANO)



SPICER CONSULTING GROUP

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: November 9, 2022

SUBJECT: Professional Services Agreement for Website Design and Website Hosting with CivicPlus LLC.

SUBMITTED BY: Kimberly Davidson

PREPARED BY: Kimberly Davidson, Economic Development Director

ACTION:
Approve City Manager to execute the agreement.

SUMMARY:
On August 16, 2022, the City issued a Request for Qualifications to vendors who specialize in Website Design and Website Hosting. CivicPlus, LLC was one (1) of six (6) respondents and, based on a scoring system, was determined to be the best company to provide the design and hosting services.

BACKGROUND:
At the Council Meeting on October 12, 2022, Council directed staff to bring back a Professional Services Agreement between the City of Wildomar and CivicPlus LLC for Website Design and Website Hosting.

FISCAL IMPACT:
The total cost of the contract will be $75,746.00. The first year, which includes web design, content migration and hosting will not exceed $35,014.00. After the first year, the contract is for hosting, technical support and continued training if needed.

Year 2 = $9,450.00
Year 3 = $9,923.00
Year 4 = $10,419.00
Year 5 = $10,940.00

The first year cost is budgeted in the City 2022/2023 fiscal year budget. The remaining years will be budgeted in the upcoming budget cycles.

ACCOUNT CODE:
100-410-4250-52115 and 100-410-4250-58110

ATTACHMENTS:
CivicPlus, LLC Agreement

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

CivicPlus, LLC

// 2021
RIV #4814-7282-0706 v1

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
CivicPlus, LLC

This Agreement for Services ("Agreement") is entered into as of this 9th day of November, 2022 by and between the City of Wildomar, a municipal corporation ("City") and CivicPlus, LLC, a Kansas Limited Liability Company ("Service Provider" or "CivicPlus"). 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 Proposal (RFP), 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 5 years commencing on the date first ascribed above. The parties may agree to extend the Term for an additional 5 years and may negotiate scope of services and pricing subject to the mutual agreement of both parties. If Service Provider wishes to enter into negotiations regarding possible extension of the Term, Service Provider shall provide written notice to the City no later than one year prior to the expiration of the original Term. City shall not be obligated to extend the Term.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services," which includes Service Provider's Statement of Work ("SOW") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the SOW. 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, five-year compensation, including reimbursement for actual expenses, shall not exceed seventy-five thousand, seven hundred and forty-six dollars ($75,746.00), 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) Service provider shall invoice City during Year 1 as follows:

1. Upon signing this Agreement, thirty percent (30%) of the Total Investment Year 1 Fees;
2. The earlier of 6 months from signing or upon completion of CivicEngage completion of training, fifty percent (50%) of the Total Investment Year 1 Fees;
3. The earlier of 12 months from signing or upon go-live, the remaining twenty percent (20%) of the Total Investment Year 1 Fees.

(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 material defects in work performed by Service Provider. For the purposes of this Agreement, the term "material defect" shall mean a defect in or in the provision of a service, that substantially prevents the item or service from operating or functioning as designed or according to its specifications. The term "material defect" does not include a defect that— (A) has an insignificant or de minimis effect on the operation or functioning of an item or computer program; (B) affects only a component of an item or program that, as a whole, substantially operates or functions as designed; or (C) has an insignificant or de minimis effect on the efficacy of the service provided.

(e) Annual Recurring Services under this Agreement shall be invoiced on the start date of each relevant calendar year. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within 45 days of the date of such invoice.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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.

Upon full and complete payment of amounts owed for project development under the applicable SOW, City will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("City Content") created by CivicPlus on behalf of City pursuant to this Agreement. "City Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides or inputs into any website, software or module in connection with any Services. City Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

Upon completion of the project development, City will assume full responsibility for City Content maintenance and administration. City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content; and that City has all rights necessary for CivicPlus to use

the City Content in connection with providing the Services.

At any time during the term of the applicable SOW, City will have the ability to download the City Content and export the City data through the Services. Upon termination of the applicable SOW for any reason, whether or not City has retrieved or requested the City data, CivicPlus reserves the right to permanently and definitively delete the City Content and City data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, City will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes City Content. City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than City, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided City complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in this section, CivicPlus hereby grants City a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

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 solely for bookkeeping purposes. 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 and at the City's expense. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" 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) for third party claims that arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the extent of 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 reasonable 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 extent of Service Provider's negligence in 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) Sub-Service Providers. There will be no sub-Service Providers or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of the extent of City's negligence. The provisions of this section shall not release City from liability arising from 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."

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall notify City of any changes in Service Provider's staff specifically assigned to the performance of this Agreement.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, without cause, at any time by giving thirty (30) days written notice of termination to Service Provider, or with cause by giving thirty (30) days written notice and Service Provider does not substantially cure the breach within thirty (30) days after receiving notice of such breach. 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, and City does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent City account remaining past due for longer than ninety (90) days is a material breach by City and is grounds for Service Provider termination.

(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 City content which is in Service Provider's possession shall be returned to City. The licenses granted in this Agreement will terminate and City shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices for the completed development and implementation of the City Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable.

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:	CivicPlus, LLC Attn: Legal Dept. 302 S 4th St., Suite 500 Manhattan, KS 666502

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 "E", 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.

SECTION 35. MISCELLANEOUS.

CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the City.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity employed/contracted on the City's behalf. During Project Development, City will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

City agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. City further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by City or by any third party of personal data.

CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that City has selected to integrate any of its Services with.

CivicPlus' liability arising out of or related to this Agreement, will not exceed the insurance limits available to CivicPlus at the time of any associated claim, as set forth in Exhibit "C".

CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy, included as Exhibit "D". CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of City data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by City; or (d) in compliance with the Privacy Policy, CivicPlus will not modify City data or disclose City data, unless specifically directed by City or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without City authorization.

CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the City that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus .

City agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the project development.

Starting after 48 months of continuous service under this SOW, City shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, City may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

City allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. City understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

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
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": Civic Plus, LLC

By: Amy Vikander

Name: Amy Vikander

Its (Title): Senior VP of Customer Success

By: Cole Cheever

Name: Cole Cheever

Its (Title): Senior VP of Operations

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~~ Kansas

COUNTY OF Riley

On Nov 3, 2022, before me, Phillip Devine, personally appeared Amy Vilander, 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.

PHILLIP DEVINE
Notary Public, State of Kansas
My Appointment Expires
5/17/25

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

  _____
- ☐ PARTNER(S) TITLE(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 #4814-7282-0706 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~~ Kansas

COUNTY OF Riley

On Nov 3, 2022, before me, Phillip Devine, personally appeared Cole Cheever, 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: PJ De
Signature of Notary Public

PHILLIP DEVINE
Notary Public, State of Kansas
My Appointment Expires
3/7/25

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

  _____
- ☐ PARTNER(S) TITLE(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 #4814-7282-0706 v1

EXHIBIT "A"

SCOPE OF SERVICES

1. CivicPlus Statement of Work ("SOW")

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	x7852224856	grover@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (https:// www.cityofwildomar.org/)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https:// www.cityofwildomar.org/)	Renewable
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	One-time
1.00	4yr Redesign Ultimate Annual - CivicEngage	4yr Redesign Ultimate Annual - CivicEngage	Renewable
210.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	One-time
1.00	Video Banner - CivicEngage	Apply client-provided video banner background to CivicEngage website	One-time
1.00	Custom Annual Fee - CivicEngage Central	Annual Fee - CivicEngage Central	Renewable

2. CivicPlus Features & Functionality on next page.

Features & Functionality

CivicEngage CMS

The CivicEngage Central (CivicEngage) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

> "I'm confident that any service our residents need can now be found in one to two clicks."
>
> **— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida**

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

Resident Engagement

CivicEngage offers several effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

- **Alert Center** – Post emergency or important information on your website and notify residents via email and SMS
- **Blog** – Post opinions/information about various community topics and allow resident comments and subscriptions
- **Calendar** – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types)
- **Community Voice** – Interact with residents about projects in your community
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- **News Flash** – Post organizational news items that are important to your residents
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users)
- **Splash Screen** – A pop-up window that easily communicates critical local news, information, and alerts to your residents the moment they arrive on specified pages of your website

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents
- **Document Center** – Organize and house documents in one central location
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality, receive notifications via email, and track within the CMS
- **Photo Gallery** – Store and display photos
- **Staff Directory** – Share detailed contact information for your staff and offices

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff
- **Graphic Links** – Place graphics on your website as links to other pages
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting
- **Quick Links** – Place links to often-requested information directly on the page of your choice

Department-Specific

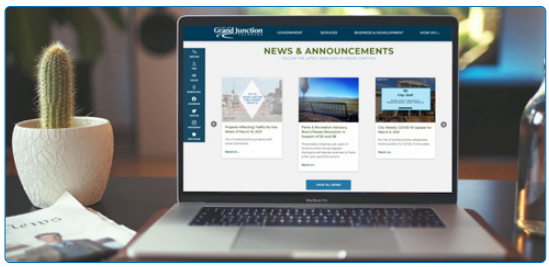
There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities
- **Facilities & Reservations** – Showcase community facilities and allow reservations online
- **Job Postings** – Post available jobs online and accept online applications
- **Bids** – Post sortable and subscribable bids

Helpful Widgets

Widgets help your staff visually organize content on your website and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality
- **Custom HTML Widget** – Embed videos or other HTML features in your page
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker

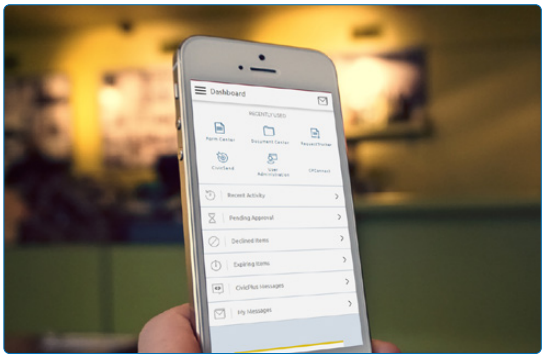


- **Form Center Widget** – Embed simple forms on a page
- **Image Widget** – Add images to a page
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center
- **Share Widget** – Add a share button to your page so residents can share content to their social media
- **Slideshow Widget** – Add a slideshow of images

Administrative Features

The administration of your CivicEngage website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Administrative Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items



- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the website) and the site map are dynamically generated and automatically update reflecting any changes made
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page
- **History Log** – Track changes made to your website
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS
- **Pending Approval Items** – Administrators have access to a queue of pending items to be published or reviewed
- **Website Statistics** – Provided website analytics for analysis

User-Friendly Features

Not only is CivicEngage easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your website
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website
- **Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly
- **Predictive Site Search** – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images



- **Site Search Log** – All search words are kept in a log
- **Printer Friendly** – Separates critical content from the website template to provide a clean print without menu structure and banner information included
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications
- **Responsive Design** – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience
- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your website

> "It's extremely easy for nontechnical users to use, giving them confidence early on. The modules are well-thought-out for use by a government entity. That's extremely helpful – you wouldn't get that with an off-the-shelf, generic CMS."
>
> **— Angie Kilbourne, Web Content Specialist for Irving, Texas**

- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website
- **Translation** – Integration with Google Translate translates web pages into over 100 languages

Accessibility Compliance

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing website. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a website that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to customers via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our customers. Additional details and a quote can be provided upon request.

3. CivicPlus (August 31, 2022) Response to City of Wildomar Request for Qualifications (August 16, 2022) on next page.

From:	Michaela Cooper
To:	Janet Morales
Cc:	Solomon Grover
Subject:	Website Design and Hosting RFP
Date:	Tuesday, August 30, 2022 11:53:29 AM
Attachments:	CivicPlus RFQ Response - Proposal 1. Scope of Work.pdf CivicPlus RFQ Response - Proposal 2. Price Quote for Year 1.pdf CivicPlus RFQ Response - Proposal 3. Quote for Years 2-5.pdf

---

[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]

Ms. Morales,

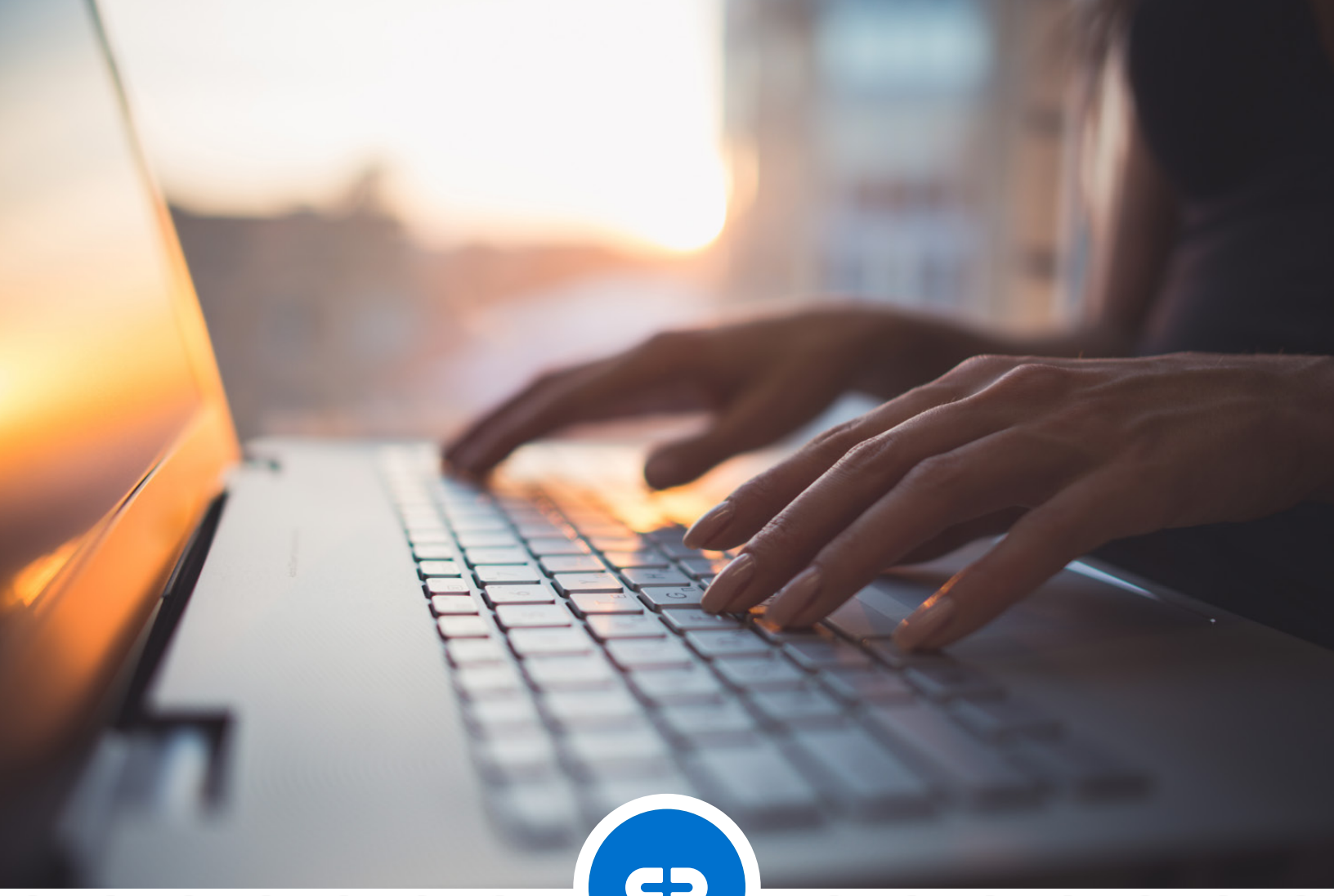
On behalf of Solomon Grover, Account Executive for CivicPlus, attached please find our proposal in response to the RFQ for Website Design and Hosting. We believe we have developed an exciting solution to meet your needs and look forward to talking with you in more detail how CivicPlus can achieve your vision.

Please respond to this email to confirm that you have received our proposal and are able to view it. Any further communication regarding our response should be directed to Solomon at grover@civicplus.com or (785) 222-4856.

Thank you for your consideration.

Sincerely,

Michaela Cooper
Proposal Specialist • **CivicPlus**
civicplus.com



CIVICENGAGE CENTRAL

WEBSITE DESIGN & WEBSITE HOSTING

1. SCOPE OF WORK

City of Wildomar, California

Presented by | Solomon Grover, Account Executive

August 31, 2022

Janet Morales, City Clerk
Wildomar City Hall
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595

RE: Website Design & Website Hosting

Dear Ms. Morales and Selection Committee:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and expedited.

With the CivicEngage Central (CivicEngage) content management system (CMS) Wildomar won't simply be getting a website—you'll also obtain the tools to build a trusted and long-term relationship between you and your residents. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your residents from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Guaranteed redesign after four years of service to keep your website fresh and innovative
- Hands-on migration of existing content by our team of experts
- 24/7/365 emergency support with secure hosting and maintenance

Your new website will be developed on the most robust and flexible CMS available. CivicEngage is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your residents and staff in more efficient ways.

I welcome the opportunity to discuss our proposed solution for Wildomar and answer any questions you may have about partnering with CivicPlus.

Sincerely,



SOLOMON GROVER
Account Executive
grover@civicplus.com
P: 785.222.4856 |M: 864.752.8897



Table of Contents

1 Company Overview
2 Project Plan
3 Minimum Requirements
7 Features & Functionality
13 Your CivicEngage Team
14 Team Leaders
15 Ultimate Project Timeline
16 Ultimate Implementation
19 Technical Support & Services
21 Hosting & Security
22 Examples of Previous Work
24 Examples of Websites
26 Proposed Changes to Professional Services Agreement

Company Overview

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the residents they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and citizen relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

Experience

20+ Years

12,000+ Customers

900+ Employees

Recognition

11-time Inc. 5000 Honoree

govtech.com/100

Technical Support

Recognized with multiple, global Stevie® Awards for sales and customer service excellence



Contact Information

Solomon Grover
Account Executive
E: grover@civicplus.com
P: 785.222.4856

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

Project Plan

Content Management System

- Streamline your processes and add self-service options to reduce calls and walk-ins with our easy-to-use CMS specifically designed for local government.
- Provide access to your website from any device, screen size, and orientation with a responsive and optimized design.
- Ensure your residents can access information with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.

Implementation

- Rely on a dedicated team of industry experts as they guide you through implementation.
- Lean on your consultant as they evaluate your specific needs and make recommendations for solutions to meet your goals.
- Collaborate with your art director to develop a design that captures your community's unique brand.
- Enhance your content for usability and accessibility with intuitive navigation as our Content Development Team performs a hands-on migration of content, documents, and images to your new website.
- Participate in personalized education led by a CivicPlus trainer so you can confidently update your website long after launch.

Hosting, Security, & Support

- Maintain peace of mind with an enterprise-level hosting environment monitored 24/7/365 and backed by a guaranteed 99.9% uptime (excluding maintenance).
- Access your website from nearly any device with an internet connection with our cloud-based solution.
- Reach out to our award-winning, in-house Technical Support Team available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365.
- Receive continuous system updates to keep your system running at the optimal capacity.
- Partner with your customer success manager who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your residents.

Minimum Requirements

Functionality	Response/Explanation
Agenda Management – We currently use Granicus to upload existing, create new, categorize, approve, and manage agendas, and display published date for each. The new website vendor must be able to integrate seamlessly with Granicus	The CivicEngage Central platform is very user friendly. It allows technical and non-technical people alike to create and edit content. You may work with any outside vendors you choose. Your systems administrator may grant access through the use of permissions. Integrating with 3rd party services can be done through links, iframes or API's.
Alerts & Notifications - Display alerts prominently on website with notifications sent via email and text messaging to subscribers; with opportunity to display alerts on various pages, not just homepage	CivicEngage Central includes the Alert Center module which will show a banner at the top of all your pages, just a department and its pages, or just the home page. Site Visitors can subscribe to those alerts by way of email and/or text message in NotifyMe. In addition, you can also create a "splash screen" that is completely customizable.
Browser Based Administration - Update, delete and create content from any device with internet access	As a Software as a Service (SAAS) provider, CivicPlus Engage is completely browser based for editing.
Calendar - Update/publish calendars for departments/divisions with a main calendar to display all events	Included in CivicEngage Central is the Calendar Module that provides this functionality.
Cloud Capable – City staff should be able to easily upload to content manager using the cloud	Yes, Documents are uploaded into the cloud hosted document center and assigned a unique URL.
Content Scheduling - Set dates for content to automatically publish and expire	Material throughout the entire system can be set to auto-publish or unpublish (expire) or it can be manually retired. When an author creates content with a future publish or unpublish date the process of approving their content also approves the future publish and unpublish dates.
Departmental Home Pages - Ability for departments to have dedicated pages within the site that follow the same design as the other interior pages	Yes, this is a functionality of the CivicEngage CMS.

Directories with Contact Information - Ability to allow residents to search for department information, including, but not limited to, phone number, email address, and link to department home page	CivicEngage Central includes the Staff Directory module.
Document Center - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents	Assets are managed within the Document Center allowing for a variety of file types, including PDFs, spreadsheets, pictures, video files, sound clips and more. Entire list of supported file types are listed here https://www.civicengage.civicplus.help/hc/en-us/articles/115004786013-Supported-File-Types-for-Upload. Levels of Rights can be used to set whether these are viewable to the public or require login, and if restricted, what groups can access or edit the assets.
E-Notifications - Electronic subscription, scheduled notifications for email and SMS	Included with CivicEngage is Notify Me that supports this functionality.
Facility Management - Listings with maps, filtered search, and reservation capability	CivicEngage Central includes both an Activities and Facilities module.
Forms – Allow for designated staff to create custom forms for public use on necessary pages	CivicEngage Central includes a Form Center that allows for online submission of requests. Within the form itself you can dictate where the submission goes. Citizen Request Tracker, also included, can provide notifications to the submitter as the request moves through its process.
Frequently Asked Questions - Ability to categorize FAQs by department or by page	CivicEngage Central includes the FAQ module with this functionality.
Icons – Library of monochromatic icons with transparency for content editors to display on web pages with regular updates to conform to the latest versions of Font Awesome (or equivalent) open-source icons	Icons and graphic buttons are created and provided during implementation. Once the site is live you will have the ability to add/modify/delete as you wish including uploading icons from third party sites.
Intranet/Extranet - Restrict pages by login, with ability to remove login entry point from all pages, except a specified Login Page	Yes, all of our modules can be used internally. They would have to create a category in the module, then select the permission level to be visible to Intranet only. Once that's done, only employees with a username and password will be able to access it.

Live Edit - Add, edit and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code	The CivicEngage Central WYSIWYG editor allows non-technical users the ability to easily update any portion of your website instantaneously with text editing tools similar to Microsoft Word and simple drag-and-drop functionality. The CivicEngage Central CMS makes it easy to add new content, edit old content, and keep page layout consistent through use of our WYSIWYG editor. The page content creation functionality is separate from the overall design of the site; the content will reflect font sizes and styles associated with the various heading levels and content types. HTML tags are automatically added as widgets or modules are dropped into any page. A table widget is always accessible to be added from the widgets tab in the Live Edit interface, which then offers options for header text, header style, table size, captions, alternating row colors and more. An image widget is similarly managed. The Quick Links Module allows you to place links to related and often-requested information directly on the page of your choice. The entire collection of these links is contained within the actual module, and is unlimited in the amount of categories and links that you can provide to your users. The links can be to interior pages of your website, to documents and forms, or to outside websites. You can organize the links by category or item and can set them up to auto-publish and unpublish. Spellchecking can be run on all text through the Editor widget.
Multilingual Support - Using Google Translate or similar	Google Translate is provided a widget you may add to your site.
News & Announcements - Post news releases or updates dynamically to relevant pages based on category	Included with CivicEngage Central is the News Flash Module that supports this functionality.
Icons – Library of monochromatic icons with transparency for content editors to display on web pages	Icons and graphic buttons are created and provided during implementation. Once the site is live you will have the ability to add/ modify/delete as you wish including uploading icons from third party sites.
Image Center - Store images in a central location on website	All content housed on the site is stored with the CivicEngage Central Platform. Content architecture is determined by content type and use. There is an archive center, document center and image repositories. The content can be placed in to folder and subfolders by the user.
Printable Pages - Print-friendly function	Our printer friendly functionality does more than simply call the browser's print command – it separates the critical content from the template so as to give a clean presentation without the menu structure and banner information.
Rotating Photos/Banners - Slideshow capabilities	CivicEngage Central includes slideshow functionality that can be placed on any webpage.

RSS Feeds out - Registration by Department or Category	There is a single RSS feed for all pages. Modules have separate feeds for each category.
Sharing Capability - Links to share content via email and social media on every page	Site tools allow for sharing and printing - it can be added to every page. Information within modules such as news articles, events, etc. can be shared as well.
Site Search - Internal site search engine and log of search terms	Included with CivicEngage Central is an advanced search feature. This allows users to select a content type to search along with all other advanced search features to narrow down the results.
Site Statistics - Analytics and site audit reports	Google Analytics is provided for your site's analytics.
Sitemap & Breadcrumbs - Automatically generated and updated sitemap and Breadcrumbs	When a user visits your site, Dynamic Breadcrumbs are used to show their location within the website. Breadcrumbs are automatically generated by the CivicPlus system. This feature assists a site visitor in understanding the site structure and navigation. A dynamically generated site map automatically updates itself to your menu system, so if a menu item is renamed, moved added or deleted in your navigation, the site map and breadcrumbs will reflect those changes.
Social Media Interface - Display social media feeds	CivicPlus understands the importance of utilizing social networking sites like Facebook, Instagram, and Twitter to help governments connect with their residents in unique and innovative ways. From your existing community-centric pages on Facebook to real-time Twitter feeds that can deliver emergency alerts, we are dedicated to helping our customers integrate their web content into the most dynamic social media sites. CivicPlus can sync your website to your Facebook, Instagram, and Twitter profiles to automatically publish news, notices, and calendar events on Facebook with a link to your website for more information. Twitter integration also offers a way to distribute information quickly and effectively. Other social networking sites (such as LinkedIn, YouTube, Tik-Tok, etc.) can be featured on your website and included as links to your profile on those websites. Third-party sites that offer embed options for use within an iFrame can also be supported.
Structure/Template – Provide page templates and design structures for differing page levels	By default your site will come with 3 separate layouts (Home Layout, Interior Layout and Simple Layout). Within these layouts you can update and modify the banner and graphic elements independently from one another. Design Center Pro provides additionally flexibility and design capabilities.
Video Upload & Display – Must be able to display videos with captioning, uploaded by authorized content editors	CivicEngage Central includes the Custome HTML widget that allows for this.

Features & Functionality

CivicEngage CMS

The CivicEngage Central (CivicEngage) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

> "I'm confident that any service our residents need can now be found in one to two clicks."
>
> **— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida**

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

Resident Engagement

CivicEngage offers several effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

- **Alert Center** – Post emergency or important information on your website and notify residents via email and SMS
- **Blog** – Post opinions/information about various community topics and allow resident comments and subscriptions
- **Calendar** – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types)
- **Community Voice** – Interact with residents about projects in your community
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- **News Flash** – Post organizational news items that are important to your residents
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users)
- **Splash Screen** – A pop-up window that easily communicates critical local news, information, and alerts to your residents the moment they arrive on specified pages of your website

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents
- **Document Center** – Organize and house documents in one central location
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality, receive notifications via email, and track within the CMS
- **Photo Gallery** – Store and display photos
- **Staff Directory** – Share detailed contact information for your staff and offices

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff
- **Graphic Links** – Place graphics on your website as links to other pages
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting
- **Quick Links** – Place links to often-requested information directly on the page of your choice

Department-Specific

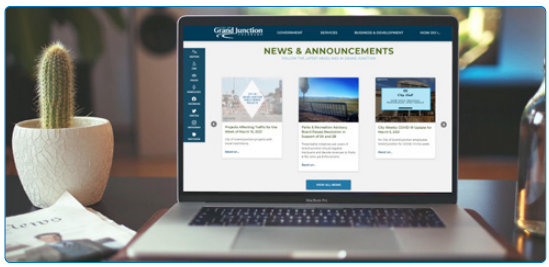
There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities
- **Facilities & Reservations** – Showcase community facilities and allow reservations online
- **Job Postings** – Post available jobs online and accept online applications
- **Bids** – Post sortable and subscribable bids

Helpful Widgets

Widgets help your staff visually organize content on your website and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality
- **Custom HTML Widget** – Embed videos or other HTML features in your page
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker

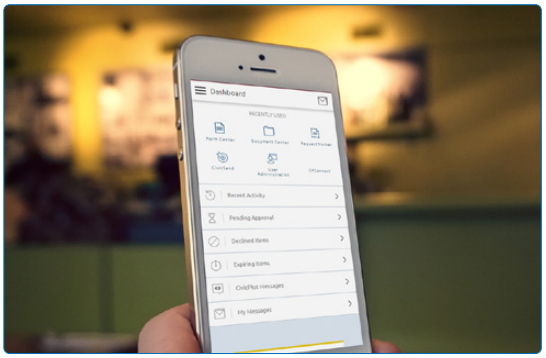


- **Form Center Widget** – Embed simple forms on a page
- **Image Widget** – Add images to a page
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center
- **Share Widget** – Add a share button to your page so residents can share content to their social media
- **Slideshow Widget** – Add a slideshow of images

Administrative Features

The administration of your CivicEngage website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Administrative Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items



- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the website) and the site map are dynamically generated and automatically update reflecting any changes made
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page
- **History Log** – Track changes made to your website
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS
- **Pending Approval Items** – Administrators have access to a queue of pending items to be published or reviewed
- **Website Statistics** – Provided website analytics for analysis

User-Friendly Features

Not only is CivicEngage easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your website
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website
- **Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly
- **Predictive Site Search** – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images



- **Site Search Log** – All search words are kept in a log
- **Printer Friendly** – Separates critical content from the website template to provide a clean print without menu structure and banner information included
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications
- **Responsive Design** – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience
- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your website

> "It's extremely easy for nontechnical users to use, giving them confidence early on. The modules are well-thought-out for use by a government entity. That's extremely helpful – you wouldn't get that with an off-the-shelf, generic CMS."
>
> **— Angie Kilbourne, Web Content Specialist for Irving, Texas**

- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website
- **Translation** – Integration with Google Translate translates web pages into over 100 languages

Accessibility Compliance

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing website. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a website that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to customers via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our customers. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by Wildomar, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between Wildomar and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



Video Banner

A video banner is a cost-effective way to bring a different and appealing visual look to specific pages or departments. Included in Wildomar's project is one video banner.

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CivicPlus Portal

The CivicPlus Portal is the ideal addition to your website to create personalized, one-stop access for your residents to obtain information, resources, and interact with your municipality.

By allowing residents to build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, they'll be more likely to conduct regular revenue-generating business with your municipality, and your staff will benefit from reduced phone calls, walk-ins, and emails.

Resident Benefits

- Anytime, anywhere access to digital resident services
- One username and password or convenient social sign-on to access and interact with all your CivicPlus solutions
- A personalized dashboard that provides link cards to the services they use most frequently

Administrator Benefits

- A low-maintenance tool that increases accessibility, access, transparency, and trust with residents
- Reduced phone calls, walk-ins, and emails from residents searching for information
- Opportunities to increase revenue and foster civic participation

Integration Hub

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) without the need for a developer.

The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

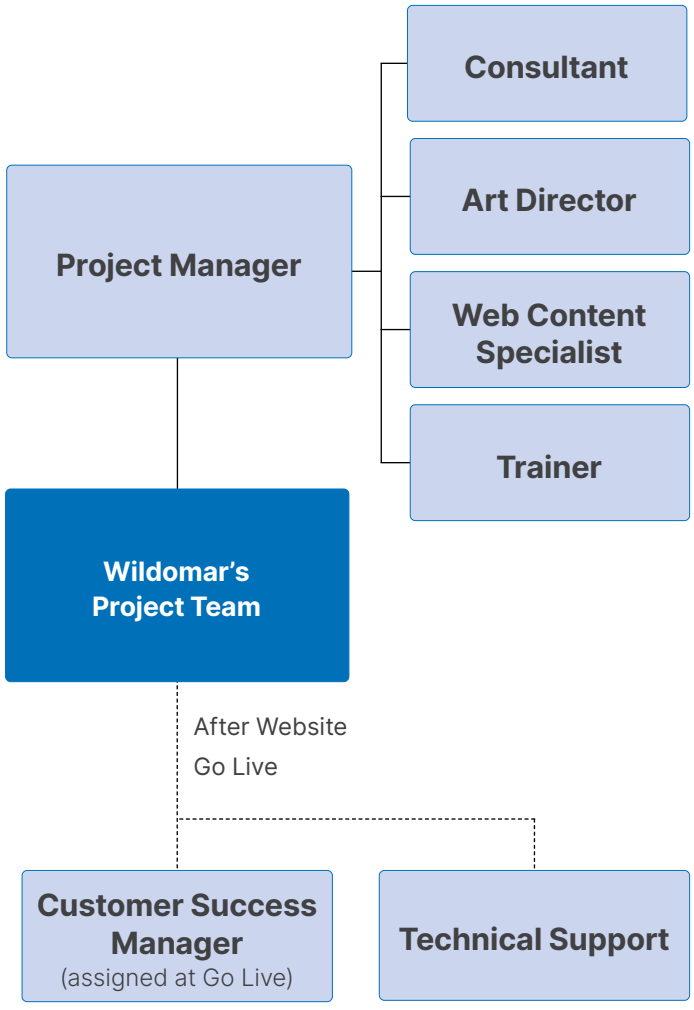
- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center
- An integration that will push a new Calendar Event to post directly in the News Flash module

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. It saves valuable time by automating your most time-consuming manual workflows.

Your CivicEngage Team

From project management to design and development to training and support, a project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start. This way we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. As such, we do not provide names or resumes of team members during the RFQ process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

- **Project Manager** – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope
- **Consultant** – Examines current state, recommends solutions to challenges, provides actionable steps for implementation
- **Art Director** – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website
- **Web Content Specialist** – Guides content development process, ensuring application of best practices for usability and accessibility
- **Trainer** – Educates your team to use the CivicEngage CMS, demonstrates effective use of tools and functionality



Team Leaders

Our expert project leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



MILLARD ROSE – VICE PRESIDENT/GENERAL MANAGER OF CIVICENGAGE

Millard brings over 20 years of experience in the government software industry, with over 17 of those specifically working with government websites. He oversees the strategic direction and day-to-day management of our website design and hosting solution, which support thousands of customers of all sizes and government sectors.



ADAM BLOCK – SENIOR DIRECTOR OF PROFESSIONAL SERVICES

Adam oversees the teams responsible for creating your CivicEngage website to ensure you are satisfied with your end product and implementation experience. This includes our implementation team managers, project managers, art directors, web content specialists, and resource teams.



JEREMY WILSON – SENIOR DIRECTOR OF CUSTOMER SUCCESS

Upon launch of your website to the public, Jeremy will assign a customer success manager to your account. Your dedicated customer success manager will partner with you to create an ongoing strategy to better engage your residents by utilizing the tools and products that CivicPlus has to offer.



JIM FLYNN – DIRECTOR OF INFORMATION SECURITY

Jim has been with CivicPlus since 2009 and uses his over 20 years of IT and security data management experience to manage the security and hosting reliability for our thousands of customers. Jim has been at the forefront of cybersecurity strategy and leadership, protecting local governments from the continually evolving cyber threats that exist today.

Ultimate Project Timeline

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical ultimate project ranges from 16 – 28 weeks. Wildomar's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

PROJECT START

1

Initiate

TWO TO FOUR WEEKS

- Project Kickoff Meeting
- Planning & Scheduling

Analyze

FOUR TO SIX WEEKS

- Customer Deliverable Submission
- Consulting Engagement
- Design Discovery Meeting
- Content Process Meeting
- Mood Board & Layout Proposal

2

3

Design & Configure

SIX TO TEN WEEKS

- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

Optimize

ONE TO TWO WEEKS

- Website Finalization

4

5

Educate

ONE TO TWO WEEKS

- Training Engagement

Launch

TWO TO FOUR WEEKS

- Website Launch

6

GO LIVE

Ultimate Implementation

Communication & Management

Communication between you and your CivicEngage team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Conversations are linked to files and tasks for easy reference
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular check-ins with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Align Consulting

Our consultants start with the philosophy that no project can be successful unless all stakeholders have a common definition of success. In this consult, stakeholders discuss and establish goals for implementing an enterprise software solution. Stakeholders leave with an understanding of the scope and resources required for implementation and alignment on the strategic goals of the project. The most successful implementations are those in which all stakeholders—elected officials, department representatives, project team, and residents (optional)—take time to have the tough conversations up front.

Objectives & Deliverables

With Align Consulting, your professional consultant will facilitate meaningful conversations with your team to:

- Outline the needs for all stakeholders and discuss differing perspectives for the website project
- Establish collective goals for the project which address needs from applicable departments, external audiences, and staff
- Outline the scope of the project and review the tasks, activities, roles and responsibilities required to implement, launch and sustain an enterprise-wide solution

> "This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless."
>
> **—Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

Custom Layout Design

You'll meet with your art director to discuss your website vision and build your custom layout from scratch. We will then collaborate with you to create a custom design that represents your community. We will focus on including the functionality to meet your website needs, including an option for up to three advanced design components—layout or design elements that require significant time to style and implement. Working with your art director, you will identify the appropriate components to achieve or enhance the usability goals for your website.

Mood Board & Layout Proposal

Your Project Team will present a custom mood board reflecting the colors and imagery that will set the tone for your design. A mood board is a collection of colors and images used to align the visual direction of the project.

This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application. Aligning project goals and design through the layout proposal ensures a timely and efficient implementation of your CivicEngage website.

Once approved, the mood board and layout proposal will be used to guide the design concept for your website.

Content Migration

Content Development

Our Content Development Team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Training

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

In addition, your trainer will go into a deep-dive of the department-specific software modules such as Facilities and Activities with Parks and Recreation, Jobs with HR, and Bids with Procurement in your Advanced User Training.



Four-Year Redesign



At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a four-year redesign to your project. Unlike other vendors, our redesigns aren't just changes in the colors or some of the buttons as your staff can do that independently. With a CivicPlus recurring redesign, you can receive a completely brand-new website design and layout after every four years of continuous service during our partnership. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

Your Role

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

Technical Support & Services

Around-the-Clock Support

With technology, unlimited support is crucial. Our live technical support engineers based in the United States are ready to answer your staff members' questions and ensure their confidence.

CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your CivicEngage website.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

The CivicPlus Help Center

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

Technical Support

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and live chat
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Award-Winning

CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

2021 Support Metrics

- **Total Tickets** – 103,759
- **Average Chat Response** – 3:48 Minutes
- **Average Phone Response** – 7:57 Minutes
- **Customer Satisfaction Score** – 95.7%
- **Solved in One Touch** – 71.2%

"It's your people that make you good at what you do. Every time I call my Customer Success Manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I've always had very responsive experiences when I've reached out to CivicPlus. I've worked with some great customer service reps at CivicPlus, and it's that relationship that matters."

— Jean Carder, Communications Coordinator for Louisburg, Kansas

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our CivicEngage customers. It reflects our commitment to:

- **Connection** – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.
- **Direction** – Customers will have the opportunity to provide targeted input on the future direction of the CivicEngage roadmap and will be able to submit ideas for improvements and enhancements.

Continuing Partnership

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Maintenance

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

Data Center	Bandwidth
• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • Burst bandwidth – 22 Gb/s
Hosting	
• Automated CivicEngage software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	
• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers
DDoS Mitigation	**DDoS Advanced Security Coverage**
• Defined DDoS Attack Process • Identify attack source and type • Monitor attack for threshold* engagement	Not Included. Additional coverage available at time of event. Additional fees will apply.

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Examples of Previous Work

Napa, California

cityofnapa.org

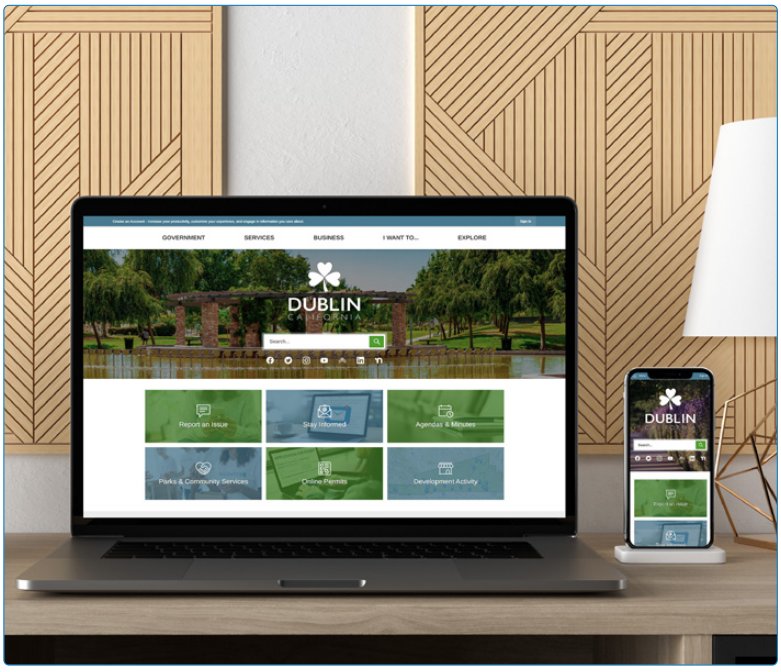
JAINA FRENCH

Community Relations & Media Manager

E: jfrench@cityofnapa.org

P: 707.758.7843





Dublin, California

dublin.ca.gov

SHARI JACKMAN

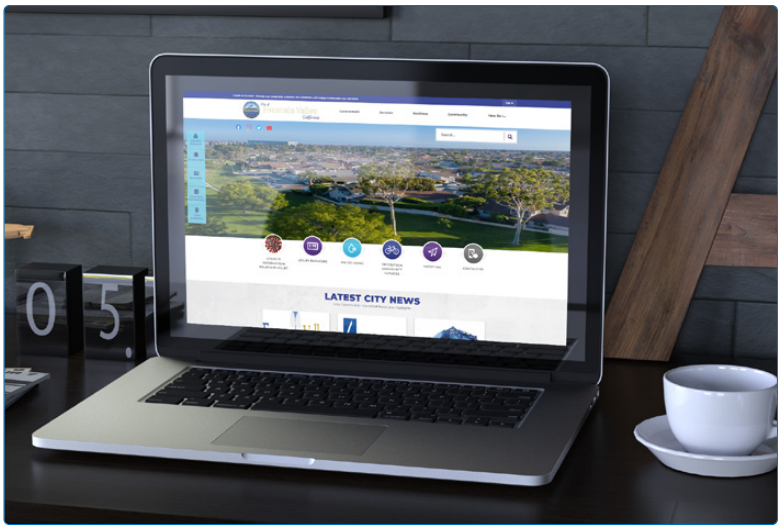
Communications Manager

E: shari.jackman@dublin.ca.gov

P: 925.556.4555

Fountain Valley, California

fountainvalley.org

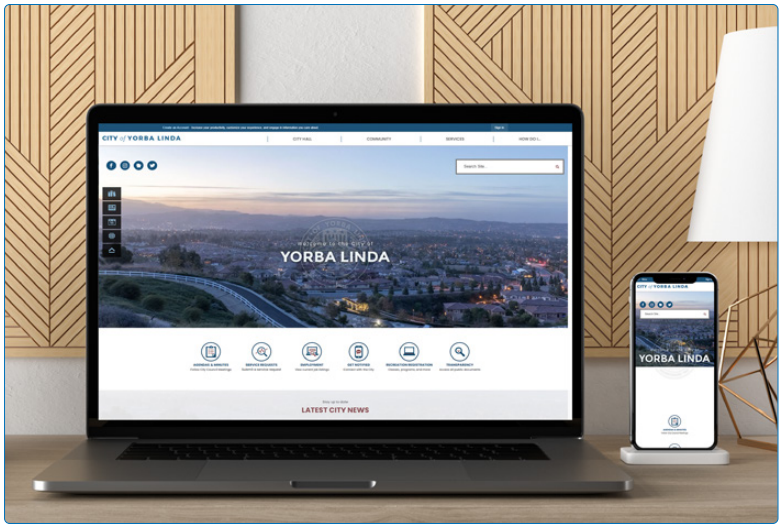


DANIEL CHANG

IS Technician

E: daniel.chang@fountainvalley.org

P: 714.593.4400 × 187



Yorba Linda, California

yorbalindaca.gov

GEOFF SPENCER

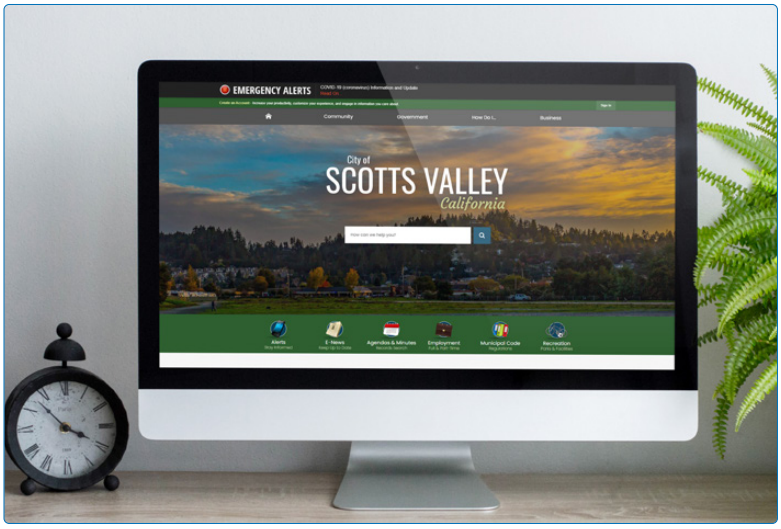
Communications Director

E: gspencer@yorbalindaca.gov

P: 714.961.7110

Scotts Valley, California

scottsvalley.org



CATHIE SIMONOVICH

City Clerk

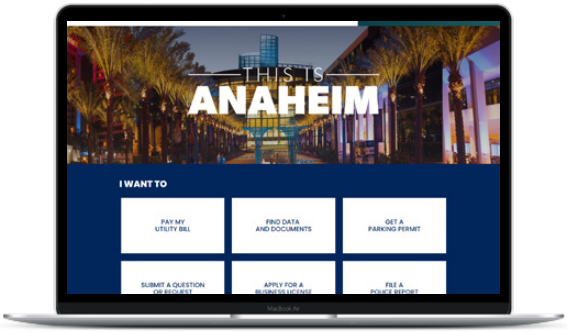
E: csimonovich@scottsvalley.org

P: 831.440.5600

Examples of Websites

Ultimate Package Design Portfolio

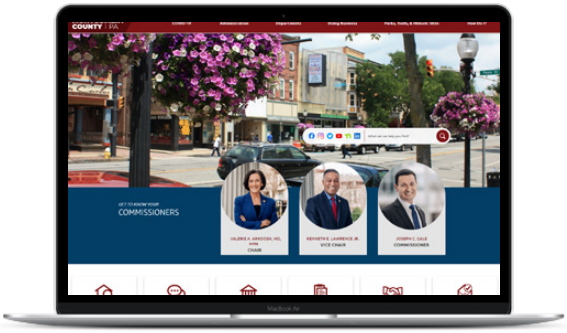
The included design portfolio will provide you with an idea of the different directions we can take your creative design with the ultimate implementation package. Please note that not all parties listed have agreed to be contacted for reference.



Anaheim, California
anaheim.net



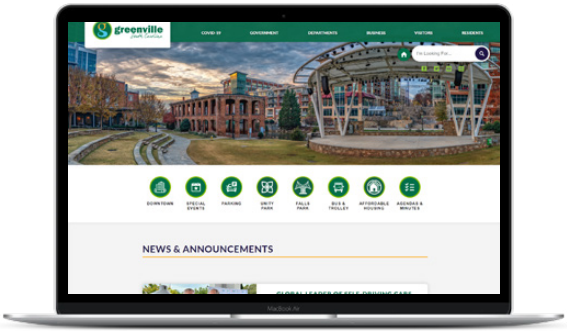
Coronado, California
coronado.ca.us



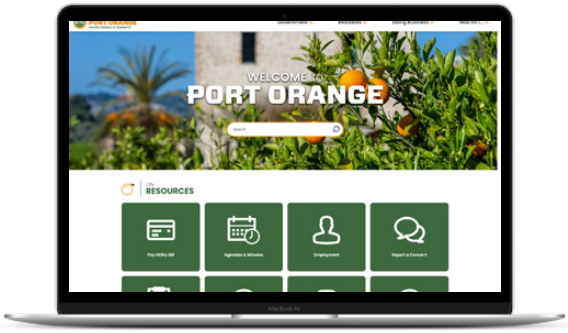
Montgomery County, Pennsylvania
montcopa.org



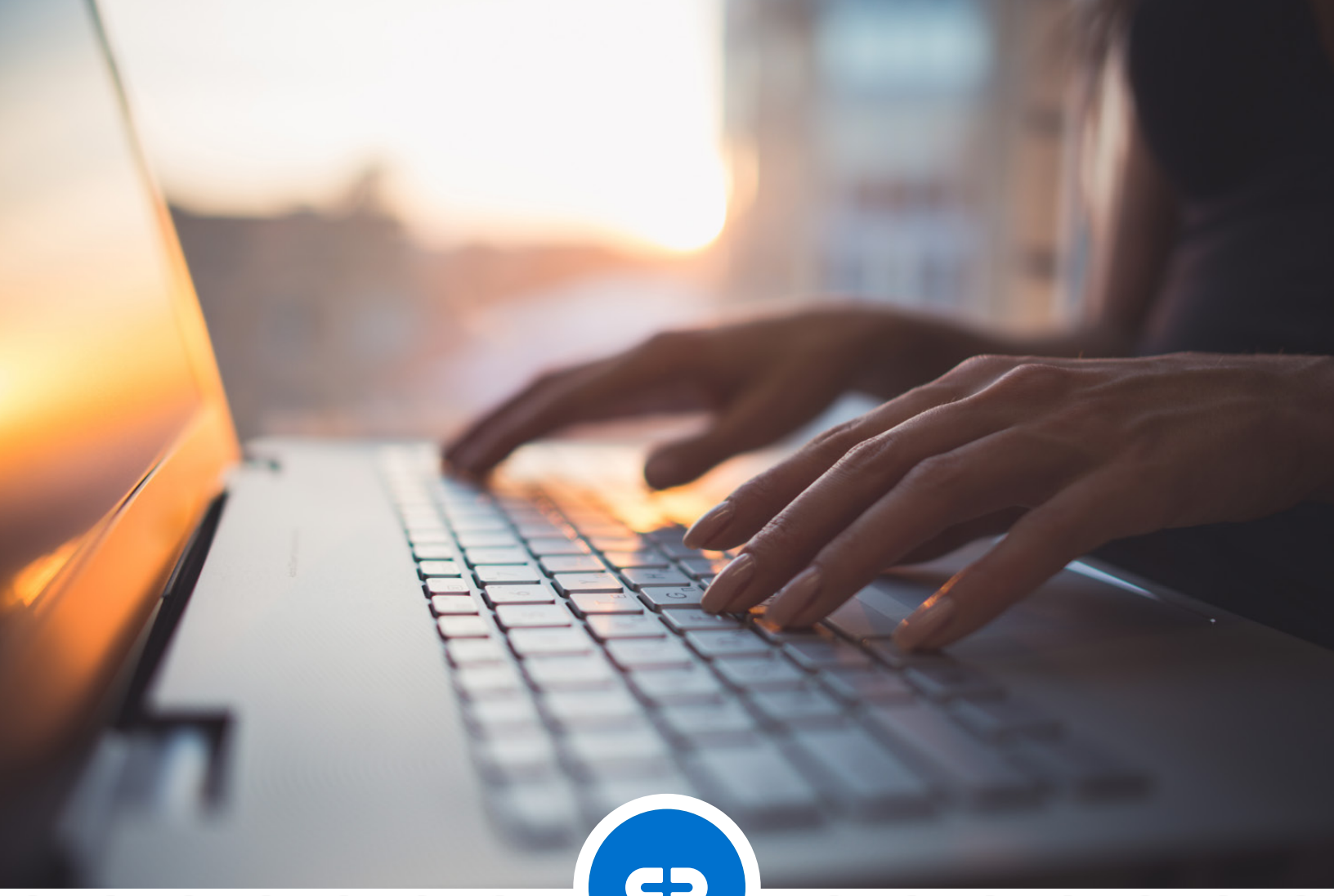
Columbia County, Washington
columbiaco.com



Greenville, South Carolina
greenvillesc.gov



Port Orange, Florida
coronado.ca.us



CIVICENGAGE CENTRAL

WEBSITE DESIGN & HOSTING SOLUTION

2. PRICE QUOTE FOR WEBSITE DESIGN, MIGRATION, TRAINING, AND IMPLEMENTATION.

City of Wildomar, California

Presented by | Solomon Grover, Account Executive

Price Quote

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from August 31, 2022.

Features & Functionality

- CivicEngage Central CMS tools, widgets, & features
- One SSL certificate
- DNS setup & hosting for URL cityofwildomar.org
- 100 GB of storage
- Video Banner

Ultimate Implementation

- One custom website layout proposal
- One custom design built using approved custom layout & up to three advanced design components
- 210 pages Content Development from URL cityofwildomar.org
- Up to 100 meetings worth of Agendas & Minutes PDF/DOC Migration
- Four-year ultimate website redesign

Professional Services

- Up to two days virtual Align Consulting
- Up to three days virtual training (limit eight attendees/session)

Annual Recurring Services

- Hosting & security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support & access to the CivicPlus Help Center
- Dedicated customer success manager

*Optional Phase II

- CivicOptimize

*Recommended Add-Ons

- SeeClickFix
- Department Header Package
- AudioEye Managed

*Not included in project scope; additional fees apply

Year 1 Standard List Price	~~$41,405~~
Year 1 Total Discount	($6,391)
Total Year 1 Investment Includes one-time fees and Year 1 annual services	$35,014

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus Offers:

Standard CivicEngage Central Invoicing

- 100% of Year 1 fees due at contract signing
- First-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 3 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please contact your customer success manager for more details

Payment Gateway Account

- Your chosen payment gateway will collect and disburse all credit card monies
- If selected, any of our partner payment gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several payment gateways to provide maximum flexibility to our customers' needs

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFQ) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFQ before a final agreement is reached. We look forward to developing a mutually beneficial contract with Wildomar.

Optional Enhancements

We are confident in the ability of our proposed project to meet the needs and requirements of the RFQ set forth by Wildomar. Based on potential future conversations, the following are additional enhancements we may recommend.

CivicOptimize

Efficiency-centric, low-code, digital optimization software designed specifically for your staff, your in-field workers, and your community.

CivicOptimize consists of a set of Low-code application development tools and services, managed from a single dashboard, with which to build mobile application solutions that link closely into existing government IT systems. Standard CivicOptimize tools and services fall into four major categories of functionality:

- Building sophisticated mobile-optimized forms and work-guides
- Deploying forms and work guides as Public Works Assignments
- Integrating form workflows with corporate IT systems through APIs - both within the forms completion flow, and upon form submission
- Administering and managing users, apps, and APIs with basic analytics plus PowerBI integration

Low-Code Development

The CivicOptimize low-code development environment allows for collaboration between non-technical department leaders and programmers to develop solutions that meet your daily needs. Your in-house staff can create efficiency-centric applications, including digital forms, hosted cloud infrastructure, IoT connectivity and performance monitoring capabilities, and even custom integrations between your favorite CivicPlus solutions.

Key Features

- Shift public services from standardized and manual to personalized and automated
- Build and deliver custom forms and workflows quickly and easily
- Create custom business solutions and mobile apps for specific purposes or engagements
- Deploy Public Works Assignments with custom branding and design
- Integrate with Microsoft Flow and leverage hundreds of business applications
- Utilize platform single sign-on, Digital Twin, and out-of-the-box asset visibility
- Efficiency and productivity excels with the use of one central dashboard
- Book appointments with government entities 24/7 by utilizing the online scheduling service that automatically syncs calendars with relevant employees



SeeClickFix powered by CivicPlus

Collect Everything – Lose Nothing.



SeeClickFix is a proven leader of public service resident request and work management software solutions. Through the use of web and mobile app services, SeeClickFix has helped millions of residents and hundreds of local governments build stronger communities. Like CivicPlus, SeeClickFix is committed to helping people and governments build more transparent, collaborative, and engaged communities.

SeeClickFix is both comprehensive and easy to use. It offers your community a convenient way to communicate with you through their preferred channel and provides your staff with the tools needed to manage these communications and outcomes. As an industry-leading service request and work management solution, SeeClickFix offers:

- User-friendly staff workflow interfaces and resident apps available in multiple languages
- Constituents the ability to login via the mobile app, desktop, or other mobile device to manage requests
- Unlimited shapefiles that include multiple boundary types to cover your entire community
- Real-time performance analytics via detailed data reports
- API strategy that promotes data sharing internally and externally
- A team of experienced and dedicated product development, customer service, and account management professionals

Key Features

- Easy to use mobile apps and website forms with customizable branding and notifications
- Two-step workflows for quick documentation and resolution
- Simple, clear dashboard interfaces for quick access to data and core metrics
- Recurring data exports tailored to your reporting requirements
- Web tools tailored for workers in the field
- Work order scheduling with related photos, locations, details, and due dates
- Geographic-specific notifications via push to the app, email, and/or on your web portal

Ultimate Department Header Package

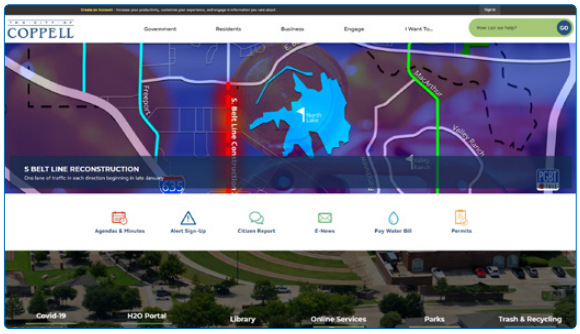
A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main website while leveraging consistent CMS administration. The Ultimate Department Header Package shares CMS login and modules with the main website. Further, it inherits the structural layout from the main website.

An Ultimate Department Header Package includes department specific:

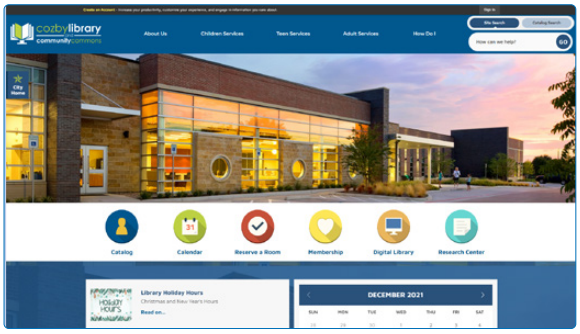
- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Selection, Content, and Placement
- Custom Color Palette for the Department Header homepage and interior pages
- Unique Design Styles

Examples of an Ultimate Department Header Package

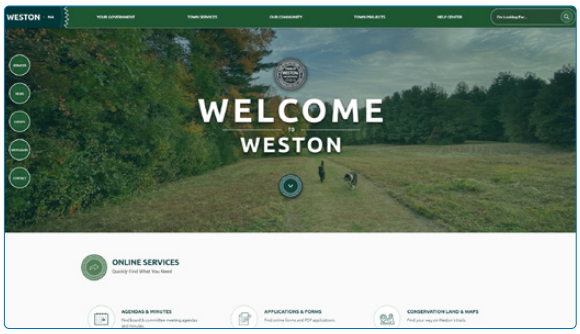
The examples provided below are representative of attributes found in an Ultimate Department Header Package, but may not expressly reflect the design package of your main website.



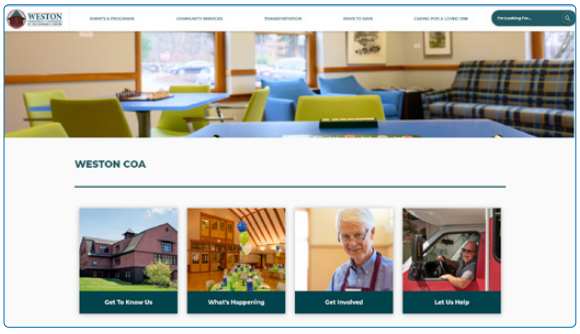
Coppell, TX - Main Website



Library Department Header



Weston, MA - Main Website



Council on Aging Department Header

AudioEye Managed

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy-to-use interface. Conforming to Web Content Accessibility Guidelines (WCAG) 2.1 has never been easier.

AudioEye

- AudioEye Managed
- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.1 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- Support, training, and consulting from subject matter experts
- AudioEye Toolbar with Web Personalization Tools

AudioEye Managed

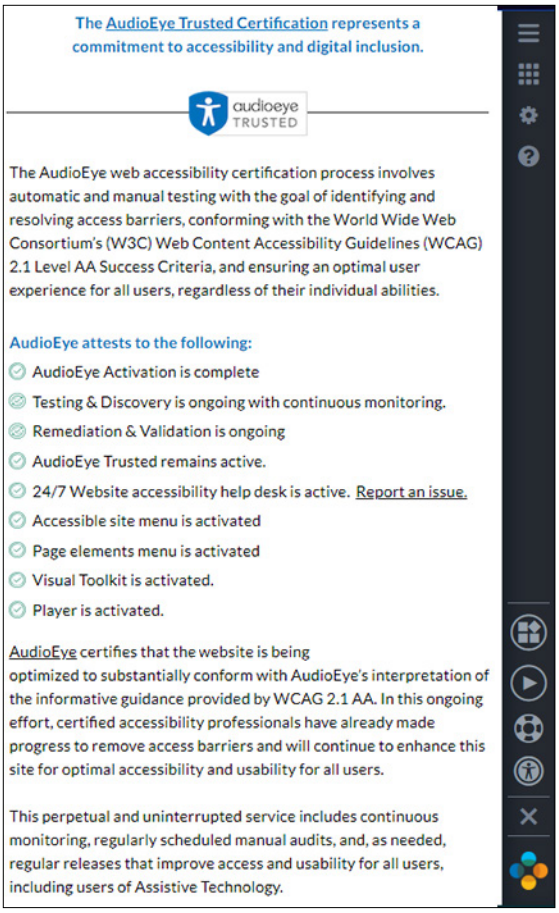
- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology —a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

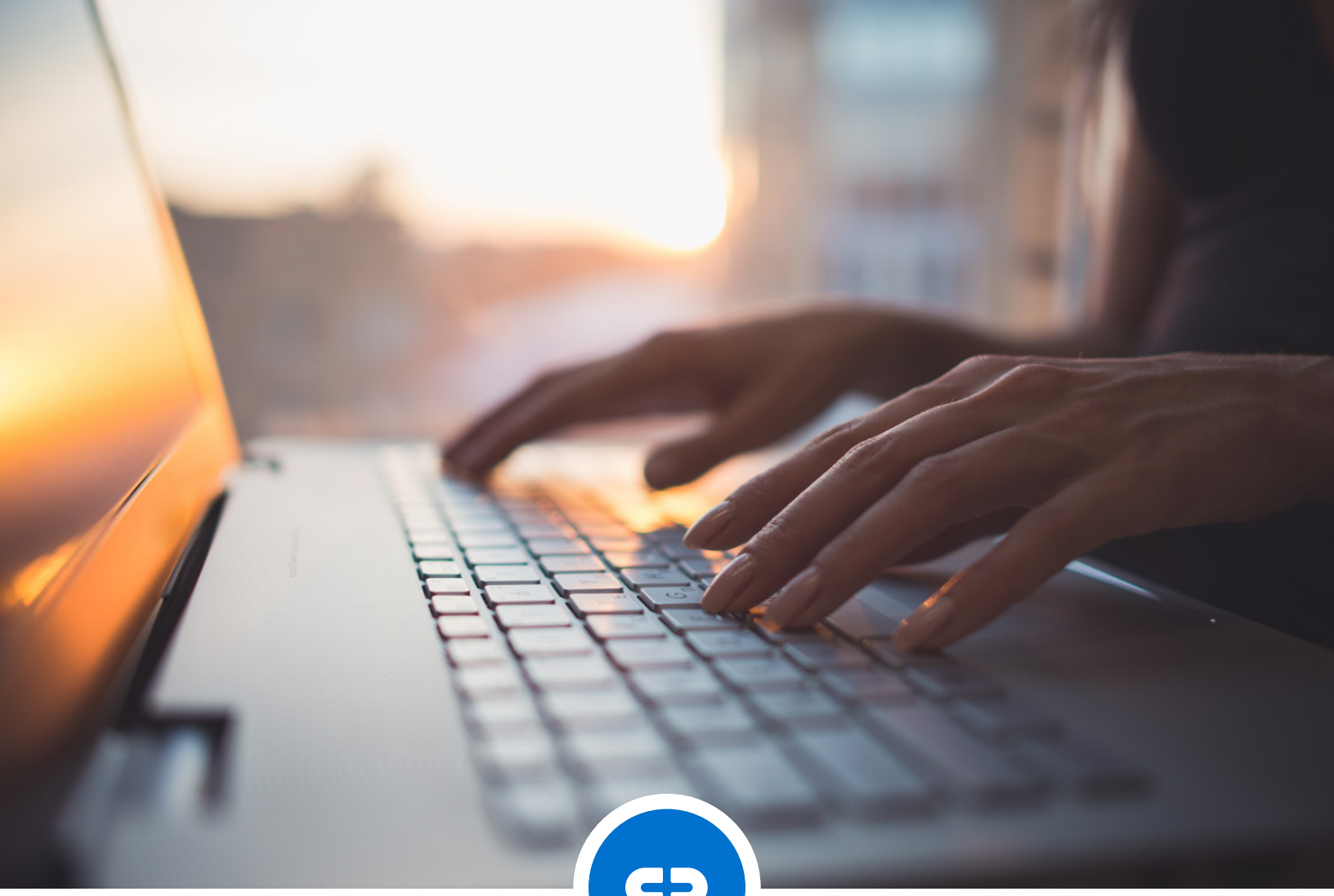
AudioEye Toolbar

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, listen to the content read aloud, and command the browser using voice controls

Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues





CIVICENGAGE CENTRAL

WEBSITE DESIGN & HOSTING SOLUTION

3. PRICE QUOTE FOR YEAR TWO (2) THROUGH YEAR FIVE (5)

City of Wildomar, California

Presented by | Solomon Grover, Account Executive

On-Going Maintenance, Support, & Hosting

Annual Service Fees			
Year 2	**Year 3**	**Year 4**	**Year 5**
$9,450	$9,923	$10,419	$10,940

Annual invoicing occurs on the anniversary of the contract signing date. The pricing above reflects a five percent technology fee uplift each year starting Year 3 of your contract.

Our annual services fees includes both hosting and the maintenance and support of our solutions. This combined service not only keeps your solution available for your staff and residents, but further sustains the effectiveness of your solution by keeping it up to date and answering your questions as you conduct business as usual.

Secure Hosting, Cloud-based Access

Our solution is supported by an enterprise-level hosting environment with vigilant 24/7/365 monitoring and continual system updating. We guarantee a 99.9% website uptime, excluding maintenance periods. With our cloud-based solution, you can access your website from anywhere on nearly any device—no need to log into a network.

Technical Support

Our helpful in-house Technical Support Team is available to ensure your complete and ongoing satisfaction with our products and services. You can contact live support via chat, phone, and email or utilize our self-service CivicPlus Help Center for tutorials and user guides. You will also receive 24/7/365 emergency support assistance.

System Updates

We set high standards for government websites with our services. With CivicPlus, your content management system will be upgraded to keep pace with industry improvements and your visitors' changing needs.

Continuing Partnership

Your customer success manager will help find solutions for your changing needs by creating an ongoing strategy to better engage your residents using the tools and products CivicPlus offers.

4. City of Wildomar Request for Qualifications (August 16, 2022) on next page.

REQUEST FOR QUALIFICATIONS
(RFQ)

WEBSITE DESIGN AND WEBSITE HOSTING
FOR THE CITY OF WILDOMAR

August 16, 2022

DUE: AUGUST 31, 2022
BY 5:00 PM

Kimberly Davidson
Economic Development Director & Public Information Officer
Economic Development Department
(951) 677-7751 x215
kdavidson@cityofwildomar.org

City of Wildomar

Request for Qualifications (RFQ)

Issued: August 16, 2022

Due: August 31, 2022 by 5:00 pm

Any questions regarding this RFQ must be submitted prior to August 26, 2022 at 5:00 pm.

Qualifications may be submitted either in-person or via email:

In-person
Attn: Janet Morales, City Clerk
Wildomar City Hall
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595
Monday - Thursday, 8:00 am - 5:00 pm

-OR-

Via Email
Attn: Janet Morales, City Clerk
City of Wildomar
jmorales@cityofwildomar.org
Must have "Website Design and Hosting RFP" as subject line

Request for Proposals will become public records subject to disclosure after award of the contract or final rejection of all proposals.

TABLE OF CONTENTS

1. INTRODUCTION. 4
2. BACKGROUND. 5
3. RESPONSE FORMAT. 5
4. MINIMUM QUALIFICATIONS. 6
5. MINIMUM REQUIREMENTS. 6
6. SCOPE OF WORK 8
7. EVALUATION CRITERIA. 11
8. PROFESSIONAL SERVICES AGREEMENT. 12

1. INTRODUCTION

The City of Wildomar ("City") is seeking to update its website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to its community, while meeting high standards for security, design quality, visual appeal, and ADA compliance.

The City requires a Community Engagement Tool to be part of the new website, mobile version of the website and related App (if applicable) for members of the community to easily report issues such as graffiti, road hazards, etc.

The City requires an effective "Search" tool that will identify and locate items within the website that users are looking for.

The City would like to decentralize content management by empowering our own staff to easily create and manage website content in each department under the oversight of a central administrator.

The City seeks the assistance of an experienced company that can accomplish the goals of the City with all the functionality identified in this RFP.

The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future.

The City would like a vendor to provide hosting services for the website in a secure data center. The company should have a team of experts who understand local government to help us achieve our vision – all while providing prompt, 24/7/365 support.

2. BACKGROUND

Wildomar is located along Interstate 15 in Southwest Riverside County, California. Wildomar is a growing community with a population of just over 37,000, comfortably nestled in a valley bordered by a mountain range on the west and rolling hills to the east.

For more information regarding the City of Wildomar, visit www.cityofwildomar.org.

3. RESPONSE FORMAT

Please provide your response in three (3) parts*:

1. Scope of Work
   - Include a narrative discussion of conceptual plan, strategies, and methodologies
   - Include examples of previous work pertinent to this Scope of Work
   - Offerors are encouraged to offer creative alternatives, especially in conjunction with cost-saving alternatives

2. Price Quote for Website Design, migration, training, and implementation. Please also include:
   - Web Hosting cost (if separate fee) for Year One (1) only; and
   - Cost of on-going maintenance and support (if separate fee)

3. Price Quote for Year Two (2) through Year Five (5) Web Hosting only

* *Failure to submit response in three (3) parts as requested may result in automatic rejection of contract.*

4. MINIMUM QUALIFICATIONS

Please provide a list of five (5) pertinent references and examples of websites.

5. MINIMUM REQUIREMENTS

A. Hosting and Security

1. Provide https protocol, encrypted using TLS (version 1.2 or greater)
2. Ensure 99.9% uptime (8.77 hours per year and 1.44 minutes per day) guaranteed by Service Level Agreement to be supplied upon request.
3. Must have redundant network, firewall solutions in place.
4. Provide 24-hour, 7 days per week, 365 days per year system monitoring.
5. Website hosted on servers located in the United States, with multiple geographically diverse data centers.
6. Levels of Rights/Permissions – Allow City of Wildomar system administrators to establish levels of rights for staff in all departments and divisions to update/manage/access content

B. Training and Support

1. Must provide self-paced training (video tutorials, documents, or webpages) accessible to authorized content editors.
2. Must provide emergency after-hours phone and email support with U.S. based live agent, 24 hours per day, seven days per week, 365 days per year.

C. Website Design

1. Website must meet international Section 508 requirements and Web Content Accessibility Guidelines (WCAG) 2.0 Accessibility requirements.
2. Responsive Web Design - Fully mobile responsive design - website adjusts to the screen size of all devices its being view on, including forms, calendars, tables etc.
3. WordPress will not be accepted as a Content Management System.

D. Integration

1. Capacity to seamlessly integrate with all current custom-made, interactive forms, third party vendor applications & API's – Specifically, (but not limited to) Granicus, Eden, Esri, Citrix ShareFile, Comcate, and Intellipay.
2. The City would like to incorporate an application such as "SeeClickFix" for the community to correspond with the City regarding issues such as potholes and graffiti – please comment on your integration capabilities with this application, or whether you offer a similar product as part of your platform.

6. SCOPE OF WORK

The scope shall include the migration of content from each webpage on the current website to a webpage on the new, redesigned website with the same URL (www.CityofWildomar.org).

The information below represents required functional capabilities in the selected CMS. It is not all inclusive, other functionality may be recommended or added.

The City's new website vendor must be able to provide at a minimum, the components listed below.

- Agenda Management – We currently use Granicus to upload existing, create new, categorize, approve, and manage agendas, and display published date for each. The new website vendor must be able to integrate seamlessly with Granicus

- Alerts & Notifications - Display alerts prominently on website with notifications sent via email and text messaging to subscribers; with opportunity to display alerts on various pages, not just homepage

- Browser Based Administration - Update, delete and create content from any device with internet access

- Calendar - Update/publish calendars for departments/divisions with a main calendar to display all events

- Cloud Capable – City staff should be able to easily upload to content manager using the cloud

- Content Scheduling - Set dates for content to automatically publish and expire

- Departmental Home Pages - Ability for departments to have dedicated pages within the site that follow the same design as the other interior pages

- Directories with Contact Information - Ability to allow citizens to search for department information, including, but not limited to, phone number, email address, and link to department home page

- Document Center - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents

- E-Notifications - Electronic subscription, scheduled notifications for email and SMS

- Facility Management - Listings with maps, filtered search, and reservation capability

- Forms – Allow for designated staff to create custom forms for public use on necessary pages

- Frequently Asked Questions - Ability to categorize FAQs by department or by page

- Icons – Library of monochromatic icons with transparency for content editors to display on web pages with regular updates to conform to the latest versions of Font Awesome (or equivalent) open-source icons

- Intranet/Extranet - Restrict pages by login, with ability to remove login entry point from all pages, except a specified Login Page

- Live Edit - Add, edit and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code

- Multilingual Support - Using Google Translate or similar

- News & Announcements - Post news releases or updates dynamically to relevant pages based on category

- Icons – Library of monochromatic icons with transparency for content editors to display on web pages

- Image Center - Store images in a central location on website
- Printable Pages - Print-friendly function
- Rotating Photos/Banners - Slideshow capabilities
- RSS Feeds out - Registration by Department or Category
- Sharing Capability - Links to share content via email and social media on every page
- Site Search - Internal site search engine and log of search terms
- Site Statistics - Analytics and site audit reports
- Sitemap & Breadcrumbs - Automatically generated and updated sitemap and Breadcrumbs
- Social Media Interface - Display social media feeds
- Structure/Template – Provide page templates and design structures for differing page levels
- Video Upload & Display – Must be able to display videos with captioning, uploaded by authorized content editors

7. EVALUATION CRITERIA

Only those responses that contain complete information will be considered. All responses will be evaluated and examined by a committee of City representatives using multiple criteria. The project may be awarded to a qualified responder that, based on the committee's evaluation, submits the response that best meets the City's needs.

The submitted responses will be evaluated based on the following criteria:

OVERALL PLAN TO PROVIDE REQUIRED SERVICES (30%)

- Completeness of responder 's proposed plan to provide website design services.
- Demonstrated capability of the responder to satisfactorily meet not only the requirements outlined in this document but all necessary phases of the program.
- Plan to accomplish all required tasks.

QUALIFICATIONS AND EXPERIENCE (30%)

- Responder's experience with projects of similar size and scope
- Personnel qualifications and experience
- Responder's business history and viability
- References

UNDERSTANDING OF CITY'S GOALS AND OBJECTIVES (30%)

- Responder understands and the response addresses the needs of the City and offers a program that will meet or exceed the City's objectives.

FEE/PRICING PROPOSAL (10%)

- Cost of proposal
- Reasonableness of fees and budget
- Reasonableness of optional fees

EXHIBIT "B"

COMPENSATION

Total Investment - Year 1	USD $35,014.00
Annual Recurring Services - Year 2	USD $9,450.00
Annual Recurring Services - Year 3	USD $9,922.50
Annual Recurring Services - Year 4	USD $10,418.63
Annual Recurring Services - Year 5	USD $10,939.56

EXHIBIT "C"

Insurance Requirements for IT Professional Services

IT Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees. IT Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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 Consultant 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 consultant provides written verification it has no employees)

4. Cyber Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to claims involving: Tech E&O/Professional; Cyber Privacy Network Security Liability; Payment Card Loss; Regulatory Proceedings $5,000,000; Electronic Social Printed Media Liability; Business Interruption and Extra Expense; Data Recovery; Cyber-Extortion and Ransomware; Data Breach Response and Crisis Management; Coverage System Failure; Dependent Business Interruption; and Dependent Business Interruption System Failure

If Cyber Professional Liability policy is written on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for two (2) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the Entity for review.

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

Other Insurance Provisions:

Additional Insured

The Entity, 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 Consultant 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 Consultant’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 Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation

Consultant 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, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation
Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant 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 Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant 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 Entity.

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 Entity.

Verification of Coverage
Consultant shall furnish the Entity 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 Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

EXHIBIT "D"

CIVICPLUS PRIVACY POLICY

CivicPlus Privacy Policy (PDF) on next page.

CivicPlus Product Suite Solutions Privacy Policy

Effective Date: July 1, 2020

1. Overview

CivicPlus (referred to as “we”, “us”, or “our”) takes the private nature of your personal information very seriously and we are committed to protecting your personal privacy. CivicPlus has developed this policy regarding our privacy practices (“Privacy Policy”) to explain the manner in which CivicPlus may collect, use, retain, process, and share the personal information collected from users (“you”, “your”, or each a "User") of any of the CivicPlus solutions and associated services (each, a “Solution”; collectively, the “Solutions”), and the CivicPlus website (the “Site”). The User’s personal information is any information relating to an identified or identifiable person (“Personal Information”), such as your name, address, email address, phone number, or IP address. Personal Information does not include publicly available information, de-identified, or aggregate consumer data.

This Privacy Policy is designed to help the User obtain information about our privacy practices and to help the User understand its privacy choices when using a Solution or visiting the Site. By using the Solutions, providing Personal Information, or visiting our Site you are agreeing to this Privacy Policy and consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your information, as described in this Privacy Policy.

CivicPlus provides the software solutions directly to our public sector clients (“Clients”) to enable them to serve and perform their own governmental and business functions. As such, most of the Personal Information we collect and store is in connection with the software and services we provide to our Clients pursuant to our contractual arrangements with them. In these cases, CivicPlus is acting as a “data custodian” only.

This Privacy Policy covers the treatment of Personal Information gathered when you are using or accessing any Solution or the Site. This Privacy Policy does not apply to the practices of third parties that we do not own or control or certain data collected by our Clients for their specific purposes and needs, as further described herein.

2. Client Data

When CivicPlus makes the Solutions available for use by a Client, we do so under a contractual arrangement with our Client pursuant to which the Client, not CivicPlus, makes the decisions about what Personal Information is collected and how it is processed in the Solutions. Our Clients may electronically submit Personal Information to a Solution, or solicit from you Personal Information within a Solution, for processing and storage purposes (“Client Data”), including, for example, information required to set up admin rights for a Client’s employees, or Personal Information collected from a Client’s constituent who is using the Solution to pay for recreational programming. In these interactions, the Client’s employees or constituents are “End Users”. We function as a service provider and may store or process Client Data only for the purpose of providing the Solutions, improving the Solutions, preventing or addressing service or technical problems, or as may be required by law. If your Personal Information has been submitted to us by one of our Clients and you wish to exercise any rights you may have to access, rectify, or delete such data, please inquire with the relevant Client directly. Since CivicPlus is the data

custodian to our Clients, who are the “data owners”, CivicPlus cannot modify or delete any data owned by our Clients without such Clients specific request and approval.

3. What Personal Information Do We Collect?

We may collect Personal Information from Users in a variety of ways, including, but not limited to, when Users visit the Site, use a Solution, register an account on any Solution, fill out a form, and in connection with other activities, services, features or resources we make available on our Solutions. Users may register for an account within the Solutions and be asked for Personal Information, as appropriate, including name, email address, physical address, and phone number. Users may, however, visit the Solutions anonymously. Users can always refuse to supply Personal Information, except that it may prevent them from engaging in certain Solution related activities, like registering for or obtaining the full benefit of the services provided by the Solution or receiving subscription emails.

At the request and direction of Clients, CivicPlus may collect the following categories of Personal Information:

- ***User-provided personal identifying data:*** Most of the information we collect is information that Users input directly when using a Solution, such as name and contact details (email, phone number, address, social media handle), physical location, and user-provided content, depending on the Solution used and how the User decides to use it.
- ***User-initiated information:*** When a User uses text messaging, email or social media to contact or submit notifications to a Client through any Solution, we will collect that User’s phone number, email address, or social media handle, as appropriate.
- ***Website visitor information:*** When you visit a Solution or the Site, we may collect information about your visit, depending on the Solution, such as your IP address, cookies, location and the pages you visited and when you use the Solution, we may collect information on how you use the Solution.
- ***Protected sensitive data:*** For certain Solutions, Users are asked for certain information used in relation to applying for job positions or board or committee, certain sensitive data may be collected, such as date of birth, gender, ethnicity, political party, education, job history, references, it is the sole discretion of the Client to request or require these fields.
- ***Financial information:*** If a User decides to purchase a paid service through a Solution, the User provides financial information related to your payment method including credit card number, credit card type, card expiration date, or other financial information. We do not, however, capture, store, or transmit that financial That information is provided directly to and stored by the Client’s third-party payment processor (the “Payment Processor”). The Payment Processor’s applicable Terms of Service and Privacy Statement govern the use and storage of that information. For further details regarding our CivicPlus Pay Solution privacy policy, please click here.
- ***Applicant data:*** Users applying for jobs or elected or appointed seats through a Solution, may be requested to submit prior job information, such as salaries, employment history, education history, address history, employers, social security number, USCIS or alien registration number,

passport number, and other application data, as well as driver's license information, as determined necessary by our Client.

- ***Employee data:*** Users whose employers are a Client for human resources services may be requested to submit bank account and routing numbers, dependent's names and social security number, current job title, and other information an employer may request.
- ***Physical image:*** Certain Solutions may include the ability to upload video or image files which may contain visual representations of any Users that have attend public meetings or been in a public space.
- ***Information related to your mobile device:*** We may collect and store information related to your mobile device, such as your phone number, location, or device identifier used to deliver push notifications. You will have a choice as to whether we collect and store this information.

With the exception of the Website Visitor Information, the categories of data above are collected only when certain features and uses of the Solution are procured by the CivicPlus Client, and data collected may vary for each User depending on our Client's use of the Solution. All data fields are voluntary for the User to fill in, unless our Client requires certain data to be input by the User.

4. How We Collect, Receive, and Retain Personal Information?

We collect most of this Personal Information directly from Users willingly inputting such information, whether by webform, text, email, submission of documentation, or telephone call to our Client. However, we may also collect information from cookies on our Site or Solutions. We may receive Personal Information from third parties that integrate with our Solutions, at the request of our Clients. We will retain Personal Information as requested and required by our Client, with whom you share your Personal Information. We retain Personal Information indefinitely, retention depends on the type of data and the purpose for which we process the data, our Client's subscription term for the Solution, open records laws, and direction for the retention or deletion of such data. We may retain Personal Information beyond the Client relation if required by law, contract, or if it is in our legitimate business interests and not prohibited by law.

If you have created a user portal account ("Account") within a Solution which has been closed, we may take steps to mask Personal Information and other information, but we reserve our ability to retain and access the de-identified data for so long as required to comply with applicable laws.

5. How We Use Collected Information

We use User information, including Personal Information, for the following business purposes.

To fulfill service obligations for our Clients

We use and process information as needed and requested by our Clients that procure the Solution in order to fulfill our Client's need; deliver the services requested, including software updates; manage our Client and User relationship; provide our Clients and Users with customer support, and comply with laws or regulations that apply to us and our Clients.

To personalize User experience

We may use information in the aggregate to understand how our Users as a group use the Solution, resources, and services provided on the Solution and the Site. We may use information to perform research and analysis about Users' use of, or interest in, our Solutions, services, or content.

To improve the Solution and Site experience

We continually strive to improve our Solution and Site offerings based on the information and feedback we receive from Users. We may use information to improve our internal operations, systems, Solutions, and services including benchmarking system performance and developing our products and services.

To improve customer service

User information helps us to more effectively respond to a User's customer service requests and support needs. We use information to respond to comments and questions and provide customer service, communicate with Users and Clients about products and/or services that may be of interest.

To send periodic emails

The email address Users provide to a site will be used to respond to their inquiries, and/or other requests or questions, or to send service announcements regarding changes, notifications, or marketing information. If User decides to opt-in to our mailing list, on any Solution or the Site, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via the contact information below.

We only use Personal Information for the purposes and uses described above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original uses and purposes.

6. How We Share Personal Information?

Except as described here or in any other applicable policy, we do not sell, trade, or rent User's Personal Information to any third parties. We may share generic aggregated demographic information not linked to any Personal Information regarding visitors and users with our business partners, trusted affiliates, and advertisers for the purposes outlined above.

For our Pay solution, we work with a third-party payment processor in order to successfully complete transactions. We have preferred partner processors, with whom we have direct communication regarding the services and you contract directly with. We also work with other payment processors that are not contracted partners, at our Client's request; we use such processor's technical documentation and instructions for creating an integration with the services.

We may share your Personal Information or other information about you with other parties to transactions when you use the Solution. In most cases, this is your local municipality with whom you are procuring services and their chosen merchant account processor and financial institutions (if making a purchase). The information is limited to Personal Information and account information necessary to facilitate the transaction.

We may share information with our agents, vendors, service providers, and subcontractors who perform functions on our behalf, such as our customer relationship management service provider, marketing automation and analytics provider, sales development tools provider, and other similar service providers.

We may also share information with other third parties for our business purposes or as permitted or required by law, including:

- Sending non-personal information to third party analytics service providers for monitoring the health of the Site and Solutions;
- if we need to do so to comply with a law, legal process or regulations;
- to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order or other legal process or requirement applicable to CivicPlus;
- if we believe, in our sole discretion, that the disclosure of Personal Information is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
- to protect the vital interests of a person;
- to investigate violations of or enforce a user agreement or other legal terms applicable to the Solution;
- to protect our property, the Solutions, the Site, and legal rights;
- to facilitate a purchase or sale of all or part of CivicPlus' business;
- to companies that we plan to merge with or be acquired by; and
- to support our audit, compliance, and corporate governance functions

Please note that if CivicPlus is acquired, sold or dissolved, its assets, including Personal Information we may possess about Users, may, in whole or in part, be sold, disposed of, transferred, divested, or otherwise disclosed as part of the transaction or proceeding. You acknowledge that such transfers may occur, and any acquirer may continue to use your Personal Information as set forth in this Privacy Policy.

7. How Do We Use Cookies?

The Site and Solutions may use "cookies" to enhance User experience. Cookies are pieces of text that may be provided to your computer through your web browser when you access a website. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies or to alert you when cookies are being sent. If they do so, note that some parts of the site may not function properly.

We use cookies to enable our servers to recognize your web browser and tell us how and when you visit the Site, and otherwise use the Solutions through the internet. Our cookies do not, by themselves, contain Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are.

8. How Do We Protect Your Personal Information?

Although we take appropriate technical and organizational measures to safeguard against unauthorized disclosures of Personal Information, we cannot guarantee that Personal Information in our possession will never be disclosed in a manner that is inconsistent with this Privacy Policy. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Information at any time.

We store all our information, including Personal Information, using industry-standard techniques. We use appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure or destruction of your Personal Information, username, password, transaction information, and information stored on the site, if applicable, to your use of the Site and Solution.

Sensitive and private data exchange between the Solution or Site and its Users happens over an SSL secured communication channel and is encrypted and protected with digital signatures.

9. Privacy of Children

CivicPlus Solutions are not designed or intended to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 14. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately. We encourage parents and legal guardians to monitor their children's mobile app and internet usage and enforce our Privacy Policy by instructing their children never to provide Personal Information to any Solution without their parental permission. If you have reason to believe that a child under the age of 14 has provided Personal Information to us, please contact us at Privacy@civicplus.com, and we will work with our Client in order to delete that information from our databases as soon as is reasonably practicable.

10. How Do Users Request Access to Review or Change Personal Information?

Users may have certain data privacy rights depending on their state of residence. If you would like to exercise any of your data privacy rights, you will need to send your request directly to the data owning CivicPlus Client with whom you shared your data. Please note that verification will be required to prove your identity. CivicPlus may not disclose or delete data if an exemption or exception to deletion exists. Please note, CivicPlus is a data custodian to its data owning Clients, the majority of our Clients are government municipalities and may be exempt from certain laws requiring compliance with data subject rights. CivicPlus is required to have Client approval regarding every access, rectifying, disclosing, and deletion request submitted by Users of any Solution.

If you have an Account with any Solution, you can review and edit Personal Information in the Account by logging in and updating the information directly. If you wish to edit Personal Information and are unable to do so in the Account, you may contact us, using the contact information below, and we can help you with this request, verification of identity will be required, and Client approval may be sought in circumstances where the Personal Information is owned by the Client.

11. Changes to this Privacy Policy

We're constantly working to improve our Solutions, so we may need to change this Privacy Policy from time to time as well. CivicPlus has the discretion to update this Privacy Policy at any time. When we do, we will revise the effective date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the Personal Information we collect. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

12. Your Acceptance of this Privacy Policy

By using this Site or any Solution, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Site or any Solution. Your continued use of the Site and Solutions following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

13. California Residents

For Residents of California, the California Consumer Privacy Act (CCPA) provides privacy protections to California consumers as follows:

CivicPlus does not sell your Personal Information so does not provide an opt-out page. If you are a California resident, you have the rights listed below under data protection law, to access any of the following rights you must submit a request to the data owning Client with whom you submitted your Personal Information. If your request is regarding data that you submitted independent of a specific data owning client, or if the request is with regard to our Site, please submit such a request to privacy@civicplus.com.

California residents are limited to two Personal Information requests per year. There is no charge to access your Personal Information; however, if you submit requests that are clearly baseless, repetitive, or excessive, CivicPlus may charge a reasonable fee for such requests; alternatively, CivicPlus reserves the right to refuse to comply with such requests. Upon receiving a valid and verified request for Personal Information, that was submitted by and approved for fulfillment by our Client Data owner, we will respond to such a request within 45 days unless there are any extenuating circumstances, for which we will let our Client know.

Right to know:

- You have the right to request data collected about you; and
- You have the right to request what data is shared about you

Disclosures provided under CCPA will identify the Personal Information collected in the previous 12 months.

Right to deletion:

- You have the right to deletion of information unless an exception applies.

Right to rectify:

- You have the right to correct any data collected about you that is inaccurate.

Right to non-discrimination:

- You shall not be discriminated against for exercising any of these consumer privacy rights.

Right to use an authorized agent:

- You have the right to use an authorized agent to submit a request to know or a request to delete on your behalf. Such use of an authorized agent will require:
    - Your written permission to allow the authorized agent to exercise your rights
    - Verification of the agent's and your own identity
- We may deny a request from you or your agent if we cannot verify the identification of the individual making the request

14. Contact Us

If you have any questions or concerns regarding this Privacy Policy or would like to make any requests, as detailed herein, please send us a message at privacy@civicplus.com

Or, by writing to:

Attn: Privacy Policy Support CivicPlus, LLC
302 S. 4th Street, STE 500
Manhattan, KS 66502

EXHIBIT "E"

CIVICPLUS OPTIONAL ADD ONS
DISCOUNTED FOR CITY OF WILDOMAR

SOLUTION	ORIGINAL COST- YR 1	PROMO COST YR 1	YEAR 2
CIVICOPTIMIZE	$16,700	$9,508	$12,200
AUDIOEYE	$3,500	$1,750	$3,500
CHATBOT	$4,500	$2,250	$4,500
DEPARTMENT HEADER PKG	$7,193	$3,596	$850
SEE CLICK FIX	$30,000	$21,200	---

DocuSign Envelope ID: 304D0F98-5C89-47C1-8933-6F517E9AF650

DELEGATION OF SIGNING AUTHORITY BY THE MANAGING MEMBER OF CIVICPLUS, LLC

July 13, 2022

I, Brian Rempe, the undersigned, being the President of CP Patti, LLC, a Delaware limited liability company (the "Managing Member"), the managing member of CivicPlus, LLC (the "Company"), acting in accordance with the Sixth Amended and Restated Operating Agreement of the Company (the "Agreement"), grant the following signing authority:

WHEREAS, it is in the best interest of the Company to grant to each individual employee of CivicPlus with the title of Senior Vice President the power and authority to enter into and execute all instruments, conveyances, contracts or any other document that binds the Company to any amount under Fifty Thousand Dollars ($50,000) and all customer contracts, regardless of value or product suite.

GRANTED, to each of the following Senior Vice Presidents, in their capacity as a Senior Vice President, the power and authority to enter into and execute all instruments, conveyances, contracts or any other documents that binds the Company to any amount under Fifty Thousand Dollars ($50,000) and all customer contracts, regardless of value or product suite:

Cole Cheever, Senior Vice President of Operations

Amy Vikander, Senior Vice President of Customer Success

FURTHER, all contracts, instruments, conveyances and other documents signed by any Senior Vice President that binds the Company to any amount under Fifty Thousand Dollars ($50,000) and all customer contracts, regardless of value or product suite, are hereby ratified by the Company as binding.

The undersigned hereby certifies that he is the duly elected and qualified President of the Managing Member, and the foregoing is a true record of the delegation of signing authority adopted by the President by the power and authority granted to him by the Agreement, and that said authority granted is now in full force and effect without modification or rescission.

Brian Rempe

Brian Rempe, President

The Secretary of the Managing Member certifies that the above is a true and correct copy of the delegation of signing authority that was duly adopted by the President by virtue of the authority granted him by the Agreement.

Amy Vikander

Amy Vikander, Secretary

13 July 2022

Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: November 9, 2022

SUBJECT: FY 2023-2025 Biennial Budget Schedule

SUBMITTED BY: Robert Howell

PREPARED BY: Robert Howell, Administrative Service Director

ACTION:
Receive and File the FY 2023-2025 Biennial Budget Schedule.

BACKGROUND:
Administrative Services is preparing for the FY 2023-23 and FY 2024-25 biennial budget process. For the first time in the City's history staff will begin the process in December, with the budget adoption taking place at the June 2023 City Council meeting.

DISCUSSION:
The biennial calendar begins with the departments receiving packets to begin work on their recommended goals and department budgets. The City Council and public first conversations on the biennial budget begin at a workshop to be held on January 11, 2023 where we will discuss goals and preliminary revenues. Additional workshops will be held in March, April, and May with the Council and public to discuss department budgets. In addition there will be discussion items brought to the City Council during the process on converting developer deposits to fixed fees in Planning, Building, and Engineering.

Tentative budget adoption will take place at the May 2023 City Council meeting with final adoption taking place at the June 2023 City Council meeting.

FISCAL IMPACT:
No fiscal impact

ATTACHMENTS:
Budget Calendar to Council.pdf

City of Wildomar
Biennial Budget Calendar
November 9, 2023
(Calendar subject to change)

December 1 – Packets to Departments (Goals, Budget Documents)

December 22 – Department Goals Due to Administrative Services

January 11, 2023 – First Budget Workshop with City Council

Preliminary Revenues, City, Council and Department Goals

January 25, 2023 – Department Budgets (No Personnel Costs) due to Administrative Services

February 8, 2023 – FY 2022-23 Mid-Year Budget Review

February 15, 2023 – Personnel Estimates to Departments

February 15, 2023 – Fixed Fees for Planning, Building, and Engineering to BIA for review and comment

February/March 2023 – Departmental Meetings with City Manager/Administrative Services

March 8, 2023 – Second Budget Workshop with City Council

Discussions on City Council, City Manager, City Clerk, Administrative Services Department, Economic Development, and Non-Departmental budgets

First City Council Meeting on conversion of Planning, Building, and Engineering Developer Deposits to Fixed Fees

March 30, 3023 – Preliminary Budget Books distributed

April 12, 2023 - Third Budget Workshop with City Council

Discussions on Community Development and Public Works budgets

Final approval of Planning, Building, and Engineering Developer Deposit conversion to Fixed Fees

May 2023 – Final State Revenue Projections Received

May 3, 2023 – Capital Improvement Program Book taken to Planning Commission for review

May 10, 2023 – Final Budget Workshop with City Council

Discussions on Police and Fire Department Budgets

Tentative Budget Adoption

June 14, 2023 – Biennial Budget, GANN Limitation and Capital Improvement Program taken to the City Council for final approval

July 1, 2023 – First year of Biennial Budget goes into effect

July 1, 2023 – New Fixed Fees for Planning, Building, and Engineering go into effect

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: November 9, 2022

SUBJECT: Banking Services Contract Award

SUBMITTED BY: Robert Howell

PREPARED BY: Robert Howell, Administrative Service Director

ACTION:
Approve the awarding of a Banking Services contract with Wells Fargo and direct the City Manager and/or Administrative Services Director to complete a contract with the bank and bring back the final contract documents back to the City Council for final approval.

SUMMARY:
The City of Wildomar has been with Wells Fargo Bank since it's incorporation in 2008. After a review of our records it was determined that the City should go out for proposals on its banking services. Several banks received the request documents, with two, Wells Fargo Bank and Citizens Business Bank, returning completed proposals. After a review by the Administrative Services staff it was determined that Wells Fargo Bank best met the current needs of the City. Staff recommends that the City enter into a three-year agreement with two (2) one-year options be entered into with Wells Fargo Bank.

BACKGROUND:
The City of Wildomar has used Wells Fargo as their bank of record since the City's incorporation. The City currently utilizes one bank account for its revenues and payments for all City and Cemetery District activities. Staff wishes to place the Banking Services under a contract and restructure how the banking operations are within the City.

DISCUSSION:
When the City opened the bank account with Wells Fargo no contract was entered into with the service provider. After a review of the relevant information it was determined that a Request for Proposals should be completed for Banking Services with the goal of placing the Banking Services for the City under a contract for the first time in the City's history.

Staff created a Request for Proposals and placed it on eBid Board, the City's website, and the CSMFO website. Several banks pulled the documents on the proposal with two, Wells Fargo

Bank and Citizens Business Bank, sending completed packets by the deadline. Administrative Services staff reviewed both proposals and determined that Wells Fargo Bank best met the current needs of the City.

The City's banking operations will change from a single bank account to five bank accounts. There will be a Master Account, a Revenue Account, an Accounts Payable account, a Payroll account, and an account for the Cemetery District. The Revenue, Accounts Payable, and Payroll accounts will flow into the Master Account on a nightly basis, which will hold the City's cash. The Cemetery District account will be separate and will contain all of the Cemetery District non investment cash.

By separating out the various activities staff will follow the general cash flows of each activity in a more efficient manner. The creation of the Cemetery District bank account provides us with the proper separation of the City and Cemetery District cash.

FISCAL IMPACT:
No fiscal impact is anticipated at this time as the City keeps a sufficient amount of cash in the bank account to cover Service Fees.

ATTACHMENTS:
Wells Fargo Banking Services Documents.pdf

Treasury Management RFP disclosures

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with the City of Wildomar (the City) in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to the City's contractual requirements or to bind Wells Fargo to the City's contractual requirements unless specifically commented upon.

Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	Description
RFP	
Page 4: Section A(6)(ii) Qualified Depository	Wells Fargo will perform its obligation in accordance with: (i)applicable Federal laws, (ii) applicable State laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable Federal laws or banking practice or its own policies and procedures and (iii) Wells Fargo's Service Documentation, which governs the accounts and services to be provided [and has been included with Wells Fargo's response to this RFP].
Page 6: Section 8 Contract Requirement; **Pages 14-27: Agreement for Services**	Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with CITY OF WILDOMAR in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to CITY OF WILDOMAR's contractual requirements or to bind Wells Fargo to CITY OF WILDOMAR's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement.
AGREEMENT FOR SERVICES	
Page 3: Section 4 (a) Compensation and Method of Payments; **Page 5: Section 7 (b-c) Service Provider's Books and Records**	Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.

Page_Section	Description
Page 4: Section 6 Ownership of Documents	Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.
Page 6: Section 10 Compliance with Applicable Laws	Wells Fargo will comply with applicable (i)Federal laws, and (ii) State laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable Federal laws or banking practice or its own policies and procedures.
Pages 7-8: Section 15 Confidential Information; Release of Information	The Confidential Information provision shall be replaced in its entirety with the following: The Bank will keep Confidential Information (meaning all non-public, confidential or proprietary information of Customer that is disclosed to Bank during the term of the Contract by Customer or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to Company, including trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for Company.) confidential, and will not disclose Confidential Information to any person or entity, except disclosures: (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank; (b) to (i) Bank's Representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other professional advisors retained by Bank or its affiliates who need to know the Confidential Information for purposes of the Evaluation), and (ii) any rating agency of Bank, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Agreement; (c) required by law or legal process in the opinion of Bank's Representatives; or (d) otherwise authorized in writing by Customer. In the event that Bank or any of its Representatives is, in the opinion of Bank's counsel, required by applicable law to disclose any Confidential Information, then Bank, unless prohibited by law, will provide notice of the legal process to Customer so that Customer, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Page_Section	Description
Pages 8-9: Section 16 (a-d) Indemnification; **Pages 11-12: Section 25 Authority to Execute**	This Section shall be replaced in its entirety with the following; During the term of this Agreement, Wells Fargo will indemnify, defend and hold harmless the Customer and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Wells Fargo or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Customer. In no event will Wells Fargo be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Wells Fargo's liability under this indemnity will be limited to an amount not to exceed 10 times Wells Fargo fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Wells Fargo fees were incurred in such month, Wells Fargo fees incurred in the month in which the losses or damages were incurred).
Pg. 9 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
Page 9-10: Section 18 Assignment	Notwithstanding anything to the contrary, Wells Fargo may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Wells Fargo.
Page 10: Section 19 Continuity of Personnel	Wells Fargo is proud of the experience and caliber of all its team members. While Wells Fargo may consider reasonable Customer requests to place, modify, or change key project team members, Wells Fargo necessarily retains and reserves the sole discretion and decision-making authority with regard to the above and may make related decisions for any reason, with or without prior notice. If the Customer reasonably determines, in good faith, that Wells Fargo has provided personnel that do not meet the requirements of this Agreement, the Customer will notify Wells Fargo and the Parties will promptly meet to discuss and attempt to resolve the Customer's concerns. Notwithstanding the above, Wells Fargo will staff the project with team members who, in its discretion, are appropriately experienced and qualified for the project's scope of work.
Page 12- Section 26 Administration and Implementation; **Page 12: Section 28 Amendment**	Wells Fargo submits that any amendments to the Agreement shall be mutually agreed upon by the parties in writing.
Pages 12-13: Section 30 Law to Govern; Venue	Wells Fargo requires that in addition to a designated state law, which we are willing to negotiate upon award of business, Wells Fargo also requires that the governing law provision to be included in the final contract also include federal law and regulations.

Page_Section	Description
Page 13: Section 31 Attorney's Fee's, Costs and Expenses	Wells Fargo will use commercially reasonable efforts to provide assistance in the event of litigation resulting from the work performed by Wells Fargo pursuant to this RFP--subject to approval by Wells Fargo's legal advisors. Any such assistance shall be provided at the CITY OF WILDOMAR'S sole expense.
Page 13- Section 32 Entire Agreement; **Page 13- Section 34 Conflicting Terms**	Wells Fargo Service Documentation which governs the accounts and services to be provided will need to be part of the final contract. Wells Fargo is willing to discuss the order of precedence of any of CITY OF WILDOMAR's additional documents upon award of the contract.
Pg. 20 Exhibit C, Insurance Requirements	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.~~
Pg. 21, Waiver of Subrogation	Waiver of Subrogation Service Provider hereby grants to City a waiver of any right to subrogation as respects to general liability and auto liability 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.~~ Note: Wells Fargo only agrees to waive subrogation rights on general liability and auto liability 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.~~

Page_Section	Description
Pg. 22 Verification of Coverage, Special Risks or Circumstances	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.~~ 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.~~
COLLATERAL	
	Since the City of Wildomar is in California, the City will continue to be collateralized under the California Local Pool Program administered by the pool administrator and will be collateralized according to State Statue.

Merchant Services RFP Legal Disclosures

Legal entity and contracting parties

Wells Fargo Merchant Services, L.L.C. is an alliance between Wells Fargo Bank, N.A. and First Data Merchant Services, L.L.C.

Any agreement for Merchant Services will be entered into between City of Wildomar and Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. (collectively referred to as "Wells Fargo" with regards to Merchant Services). This Agreement is separate from any new or existing agreements between the City of Wildomar (the City) and Wells Fargo Bank, N.A. for banking or treasury management services. Furthermore, the Merchant Processing Agreement is separate from agreements for those services, including agreements for any proposed or existing treasury management services used in addition to, or in conjunction with, merchant processing services.

Disclosures

Our proposal is intended to be a description of the services we can provide in response to the requirements described in the request for proposal (RFP). If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our Merchant Services relationship with the City. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all terms upon award of business will not be affected or diminished by any language in the RFP. This includes language that purports to be binding on Wells Fargo by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations, and the like required as part of an RFP response.

We are providing links to our Merchant Services Terms and Conditions (wellsfargo.com/termscustom0822) and our Operating Rules (wellsfargo.com/operatingrules). We expect these documents to become the final Agreement or part of the final Agreement (dependent on your product and service selections) between <<clientShort>> and Wells Fargo if you choose us as your provider.

Page_Section	Description
Page 7_D. Proposed Fees_Wildomar RFP **Page 3_Section 4 Compensation and Method of Payment_Standard Agreement for Services** **Pricing**	With respect to the merchant services, please understand that in addition to Wells Fargo Merchant Services' fees, the Card Organizations and other third-party fees will apply and may not be specifically outlined in the Wells Fargo Merchant Services Pricing Schedule/Cost Proposal. Such third party/Card Organization fees, are subject to change.
Page 4_Section 5 Inspection and Final Acceptance_Standard Agreement for Services **Site Visit**	If awarded the bid, we request the opportunity to discuss and negotiate this provision and any inspections shall be mutually agreed upon in advance.

Page_Section	Description
Page 4_Section 6 Ownership of Documents_Standard Agreement for Services **Property of City** **Ownership of Intellectual Property**	Other than possibly statements, there will be no work product or intellectual property under the Agreement that the City will own. Any work product or intellectual property under this Agreement shall be subject to a separate mutually negotiated SOW, and ownership and usage rights of any such work as a result of any such SOW and/or work product or intellectual property shall be as set forth in the mutually negotiated SOW between the parties.
Page 8-9_Section 16 Indemnification_Standard Agreement for Services **Indemnification**	While we understand City's desire to include this provision; however, should we be selected as the winning bidder, Wells Fargo Merchant Services would anticipate negotiating mutually agreed upon indemnification rights and obligations. Wells Fargo Merchants Services offers the following as its requested language as the starting point for negotiations: "17.1 You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses arising from or related to: (a) the inaccuracy or untruthfulness of any representation or warranty, any breach, or any misrepresentation by you under the Agreement; (b) your or your employees' or agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services; or (d) any third-party indemnifications we are obligated to make as a result of your actions. 17.2 We will indemnify you and hold you harmless from and against all losses, liabilities, damages and expenses resulting from: (a) any breach or misrepresentation by us under the Agreement; or (b) our or our employees' gross negligence or willful misconduct in connection with the Agreement. 17.3 The indemnification obligation in Section 17.2 will not apply to Bank with respect to Non-Bank Services.
Page 9_Section 16(c) Indemnification from Sub-Service Providers_Standard Agreement for Services **Subcontractors – obligating to T*C's**	Wells Fargo cannot obligate any non-affiliated third party, such as a subcontractor to any specific terms and conditions including in this case.
Page 9-10_Section 18 Assignment_Standard Agreement for Services **Assignment**	While we understand City's desire to include this provision, we retain certain rights with regard to assignment in the Wells Fargo Merchant Services Terms and Conditions. As such we request to modify this section to start the sentence with "Subject to §13 of the Wells Fargo Merchant Services Terms and Conditions..."

Page_Section	Description
Page 10_Section 19 Continuity of Personnel_Standard Agreement for Services **Personnel** **Subcontractors – When they want a list**	Please note Wells Fargo, reserves the right to make all hiring and termination decisions related to its own employees and on its own behalf. Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo uses various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to indicate all potential subcontractors. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract, including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products that are not specific to the Client to be a subcontract for purposes of this agreement.
Page 10_Section 20 Termination of Agreement_Standard Agreement for Services **Termination**	While we understand the City's desire to include this provision, if awarded the bid, we would anticipate discussing mutual termination clauses, (including a party's right to request assurances, if any), including, but not limited to those referenced in Section 14 of the Wells Fargo Merchant Services Terms and Conditions. Including any rights that the City may request with respect to set off rights, which shall be limited fees that the City pays to Wells Fargo Merchant Services, and shall not include any pass-through fees (e.g., Card Organization fines, fees, assessment, interchange), which the City may not have a right to set off against.
Page 12_Section 28 Amendment_Standard Agreement for Services **Amendment**	While we understand City's desire to include this provision, Wells Fargo Merchant Services must maintain the right to pass-down certain fees and obligations which as the merchant, the Authority is responsible. Wells Fargo Merchant Services request to have this provision deleted in its entirety, or at the very least modified with the addition of the following: "Except as allowed in the Wells Fargo Merchant Terms and Conditions including but not limited to Sections 3, 5 and 22.12 or to comply with applicable law or the Card Organizations Rules, changes to this contract may only be modified by mutual agreement of the parties."

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for Proposal for Banking Services dated October 03, 2022. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to City of Wildomar ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

WELLS FARGO

Commercial Account Agreement

Effective May 2022

Contents

01 Welcome to Wells Fargo
02 About this agreement
03 Resolving disputes through arbitration
04 Important legal information
05 Statements and other notices relating to your deposit account
09 Rights and responsibilities
15 Checking and savings accounts
17 Electronic check indemnifications
18 Funds availability policy
20 Available balance, posting order, and overdrafts
21 Additional rules for checks and withdrawals
23 Your account ownership
24 Interest earning accounts
25 Time Accounts (CDs)
26 Electronic banking services
28 Selected services

Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
  - The pricing information and other account-related information
  - Our privacy policy
  - Our rate sheets for interest-bearing accounts
  - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third party until we have confirmed that your account is available to process transactions.

© 2022 Wells Fargo Bank, N.A. All rights reserved.

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any signer on your account is familiar with this Agreement.

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your “Electronic Signature”, as defined in the Electronic Signatures in Global and National Commerce Act (“ESIGN Act”), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English.

Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies, including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and
- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including “restricted transactions” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, and we receive email notifications that our message is undeliverable.

  In either event, we may:

  - Discontinue sending account statements and notices, and
  - Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.

Address changes we make: We may update your listed address without a request from you if we:

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

- Examine your account statements and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified timeframes.

Funds transfers are subject to different time periods for notification of errors, as described in the “Fund transfer services” part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Real-Time Payments (RTP®).

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

- Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.
- Reconcile statements for your account as you receive them; notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.
- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times.
- Notify us promptly when a signer's authority ends so that his/her name can be deleted from our records for your account, and any cards that we have issued to him/her or online access can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts *(CDs)*

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time), such as pre-authorized transfers, payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. When we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time.

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2(j).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney’s fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we may disclose to you.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

- We reserve the right to close your account at any time.
- If we close your account, we may send the remaining balance on deposit in your account by mail or credit it to another account you maintain with us.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- After your account is closed, you will remain responsible for any negative balance.

When can you close your account?

- You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.
- All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- At the time of your request to close:
- For interest-earning accounts, your funds stop earning interest from the date of your request.
- The Agreement continues to apply.
- If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.
- After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit

your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, that Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;

- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as "void after six months," "void over $50," or "payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check." You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "What is the applicable exchange rate?" in the "Rights and responsibilities" section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- Image Quality Warranty: We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.

- No Double Debit Warranty: We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us

responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established

deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first $225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.

- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.

- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).

- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

1. **We determine the available balance in your account (as described above) that we can use to pay your transactions.**
2. **We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.**

   - **Deposits**. We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.

   - **"Must-pay" transactions**. A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

   - **Checks and certain ACH payments**. Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

3. **If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.**

- **Important Note:** When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over $100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing

this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is $100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount, unless we have notified you otherwise.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the RTP system (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights for payments to or from your account will be based on the laws governing your account.

- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday).
If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An "ACH debit entry" is an order or request for the withdrawal of money from your account through ACH. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:
- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the

United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.

- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.
You may elect to use Wells Fargo's *Stagecoach Deposit®* Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.
If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your

account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection
This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. If you link two accounts, you may tell us which account to use first to transfer/ advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is $25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of $25. If the available balance in your savings account is less than either $25 or the amount needed, we will transfer the available balance.

- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is $25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of $25. If the available credit in your credit card account is less than either $25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit will be made in increments of $100 or $300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service
Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at our discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Overdraft Service is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined, and there will be no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.
You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.

Wells Fargo's standard overdraft coverage
Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and you could be assessed fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

Important information about fees:

- Fees may be assessed with each item paid into overdraft subject to the following:
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service is added to your account. The merchant informs us if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
- Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

Treasury Management Product Enrollment

Customer Information

Customer name _____ *CEO* Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

CEO® Users Set-up

User name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

Treasury Management Products Not in Administration:

- ☐ Autolink
- ☐ Bill Manager
- ☐ Electronic Document Delivery
- ☐ Invoice Manager
- ☐ Receivables Manager
- ☐ Retail Lockbox Image Archive
- ☐ Reverse Positive Pay
- ☐ Sweep and Fed Funds – Statements and Confirmation
- ☐ Wells Fargo Business Online

Treasury Management Products in Administration:

- ☐ ACH Payments[1] User
- ☐ ACH Payments[1] Administrator
- ☐ ACH Fraud Filter
- ☐ Alerts
- ☐ ARP Register Maintenance
- ☐ Basic Banking
- ☐ Canadian Treasury Services
- ☐ Cash Concentration
- ☐ Cash Vault
- ☐ Change Orders
- ☐ Change Orders Inquiry
- ☐ Supply Order (specify):
- ☐ Centralized Disbursements
- ☐ Centralized Disbursements - Clients
- ☐ Claims Payments
- ☐ Deposit Inquiry
- ☐ Deposit Maintenance
- ☐ Desktop Deposit
- ☐ E-Box Decisioning
- ☐ Fed Funds
- ☐ Image
- ☐ Image Positive Pay

© 2021 Wells Fargo Bank, N.A., All rights reserved.

- ☐ Item Detail Inquiry Service
- ☐ Lockbox Correspondence
- ☐ Payment Manager File Validation Tool
- ☐ SAFE Transmission
- ☐ Supplier Payments
- ☐ Treasury Information Reporting
- ☐ Lockbox
- ☐ Payment Manager Online
- ☐ Returned Items
- ☐ Statements and Notices[2]
- ☐ Transaction Search
- ☐ WellsTAX®.

Accounts: _____

ACH IDs (File ID/Company ID): _____

[1] This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
[2] Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only

Does the customer have Administration, or is it included in the current request? ☐ Yes ☐ No

CEO® Users Set-up

User Name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

☐ ACH Payments[1] User ☐ ACH Payments[1] Administrator ☐ ACH Fraud Filter ☐ Cards[2] ☐ Payment Manager Online

☐ Other Treasury Management Products not in Administration[3]

☐ Cash Vault (specify): ☐ Deposit Inquiry ☐ Change Orders Inquiry ☐ Change Orders ☐ Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

[1] This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
[2] Recognition Card.
[3] Autolink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep & Fed Funds - Statements & Confirmations, & Wells Fargo Business Online (Single Sign On).
[4] Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements – Clients, Claims Payments, Deposit Maintenance (Smart Decision), Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Supplier Payments, Transaction Search, Treasury Information Reporting, & WellsTAX®.

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? ☐ Yes ☐ No

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Company Administrator name _____ **Phone number** _____

Street Address (tokens cannot be shipped to post office boxes): _____ **City** _____

State _____ **ZIP** _____

For new users

- *New token:* To order a token for the first time for a user.
- *Assign token:* To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- *Replace token:* To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign token:* To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Un-assign token:* To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete token:* To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User Name # 1 _____ User ID (for existing *CEO*® users) _____

Token Serial #* _____ ACH Payments Admin ☐ Yes ☐ No

New User ☐ New token ☐ Assign token*

Existing User (Select one box only) ☐ Replace token ☐ Assign token* ☐ Un-Assign token* ☐ Delete token*

CEO® Administration Set-up

Type of Request - Select request type with corresponding start date.

☐ New ☐ Change (Make selections only for options that should change) Start Date: _____

Company Administrator - Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office® (CEO®)* portal services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office® (CEO®)* portal services.

Administrator # 1 Detailed Setup - Complete applicable fields

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

☐ User Maintenance ☐ Administrator Maintenance ☐ Reset Password

If granting User Maintenance or Reset Password which users can the Administrator view and manage?

☐ All Users ☐ Specific Users

List User names or User IDs _____

If granting User Maintenance which CEO Services can the user administer?

☐ All *CEO* Services ☐ Specific *CEO* Services

CEO Services: _____

If granting User Maintenance which Accounts can the user administer?

☐ All Accounts ☐ Specific Accounts

Accounts: _____

If granting User Maintenance which ACH IDs can the user administer?

☐ All ACH IDs ☐ Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

☐ All Divisions ☐ Specific Divisions

List Divisions that can be administered.

_____

Company Administration Options

☐ Manage User Defined Lists

☐ All User List ☐ Specific User List:

Specify User List(s) that can be administered.

_____

☐ All Account List ☐ Specific Account List:

Specify Account List(s) that can be administered.

_____

☐ Manage Company Dual Custody settings ☐ Manage Account nicknames ☐ Manage ACH Custom names

☐ Access to Administration Reports ☐ Manage tokens

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Company Service Options

☐ Manage Company Alerts settings ☐ Manage Company Statement & Notices settings

☐ Manage Company Wires settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard CEO® Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Dual Custody - Bank's standard CEO Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody - By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the CEO Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody - By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the CEO Administration service, as they may only be changed by contacting your banker. If you enroll in a new CEO product, it will not automatically be placed in dual custody, unless you contact you bank representative.

Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the CEO Administration service. Only select products for which your company is enrolled. Additionally, specify the CEO Administration service functions you would like under dual custody.

Product	Custody setting	
ACH Payments (incl. Domestic and International)	☐ Forced Dual Custody	☐ Single Custody
Administration	☐ Forced Dual Custody	☐ Single Custody
Alerts	☐ Forced Dual Custody	☐ Single Custody
Basic Banking	☐ Forced Dual Custody	☐ Single Custody
Canadian Treasury Solutions	☐ Forced Dual Custody	☐ Single Custody
Cash Concentration	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements - Clients	☐ Forced Dual Custody	☐ Single Custody
Claims Payments	☐ Forced Dual Custody	☐ Single Custody
Credit Management	☐ Forced Dual Custody	☐ Single Custody
Dealer Inventory Finance	☐ Forced Dual Custody	☐ Single Custody
Deposit Maintenance	☐ Forced Dual Custody	☐ Single Custody
Derivatives Access	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit®	☐ Forced Dual Custody	☐ Single Custody
E - Box® Decisioning	☐ Forced Dual Custody	☐ Single Custody
Fed Funds	☐ Forced Dual Custody	☐ Single Custody
Foreign Exchange	☐ Forced Dual Custody	☐ Single Custody

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Product	Custody setting	
Fraud Manager:		
ACH Fraud Filter	☐ Forced Dual Custody	☐ Single Custody
ARP Register Maintenance	☐ Forced Dual Custody	☐ Single Custody
Image Positive Pay	☐ Forced Dual Custody	☐ Single Custody
Image	☐ Forced Dual Custody	☐ Single Custody
Institutional Investing – Reporting	☐ Forced Dual Custody	☐ Single Custody
Item Detail Inquiry Service	☐ Forced Dual Custody	☐ Single Custody
Lockbox	☐ Forced Dual Custody	☐ Single Custody
Payment Manager®	☐ Forced Dual Custody	☐ Single Custody
Returned Items	☐ Forced Dual Custody	☐ Single Custody
SAFE Transmission	☐ Forced Dual Custody	☐ Single Custody
Statements & Notices	☐ Forced Dual Custody	☐ Single Custody
Supplier Payments	☐ Forced Dual Custody	☐ Single Custody
Transaction Search	☐ Forced Dual Custody	☐ Single Custody
Treasury Information Reporting	☐ Forced Dual Custody	☐ Single Custody
Warehouse Lending Finance	☐ Forced Dual Custody	☐ Single Custody
WFED℠ - Wells Fargo Electronic Deposit℠	☐ Forced Dual Custody	☐ Single Custody
Wells Capital Management	☐ Forced Dual Custody	☐ Single Custody
WellsOne® Virtual Card Payments	☐ Forced Dual Custody	☐ Single Custody
WellsTAX® Payments	☐ Forced Dual Custody	☐ Single Custody
Wells Fargo Business Online®	☐ Forced Dual Custody	☐ Single Custody
Wires	☐ Forced Dual Custody	☐ Single Custody
Administration settings	Custody settings	
Add/Edit User	☐ Forced Dual Custody	☐ Single Custody
Password reset	☐ Forced Dual Custody	☐ Single Custody
Hide Secret Question and Answer	☐ Forced Dual Custody	☐ Single Custody
Wires limits and authorizations	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit Company preferences	☐ Forced Dual Custody	☐ Single Custody

CEO® Wires Set-up

☐ New ☐ Change

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Company Authorization - (For existing *CEO* Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
$ _____		☐ Shared (Default) ☐ Beneficiary ☐ Originator
Value Date Roll Forward	**File Import (File Import and Payment Manager Import)**	**Get Rate**
☐ Yes ☐ No (Default)	☐ Yes (Default) ☐ No	☐ Yes (Default) ☐ No
Additional Approver Limits (Optional)		
☐ Wires $ _____	☐ Book Transfer $ _____	☐ Drawdown $ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1
Wire Transfers (Domestic, International, and Federal Tax Payment)	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change
Drawdown	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change
Book Transfer	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change
Template Maintenance	Not Applicable	N/A - No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing CEO Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

Account number	Cumulative Daily Limit	Associated application
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/ Modify/ Delete Limit	Cumulative Daily Create/ Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/ Reject Limit
Wire Transfers				
Drawdown				

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Application type	Individual Create/ Modify/ Delete Limit	Cumulative Daily Create/ Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/ Reject Limit
Book Transfer				
Template Maintenance	----------	----------	----------	----------

User # 1 Information - Complete all fields

User name _____ User ID (if *CEO* user) _____

User Settings

(For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required). ☐

Get rate	File Import
☐ Yes ☐ No	☐ Yes ☐ No

Services	Type Allowed	Individual Create/Modify/ Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/ Delete Limit
Wire Transfer	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					
Book Transfers	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					
Drawdowns	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					

User Account Authorizations - Provide account number and funds transfer service authorization type.

Account Number			**Account Number**		
Wires	☐ Create/Modify/Delete	☐ Approve/Reject	Wires	☐ Create/Modify/Delete	☐ Approve/Reject
Book Transfers	☐ Create/Modify/Delete	☐ Approve/Reject	Book Transfers	☐ Create/Modify/Delete	☐ Approve/Reject
Drawdowns	☐ Create/Modify/Delete	☐ Approve/Reject	Drawdowns	☐ Create/Modify/Delete	☐ Approve/Reject
Template Maintenance	☐ Create/Modify/Delete	☐ Approve/Reject	Template Maintenance	☐ Create/Modify/Delete	☐ Approve/Reject

Voice Wires Set-up

Type of request: ☐ New ☐ Update existing information ☐ Delete existing information

Account numbers (list accounts to be debited for each wire transfer)

1) _____ ☐ G/L ☐ DDA

2) _____ ☐ G/L ☐ DDA

3) _____ ☐ G/L ☐ DDA

Advice information (additional fees apply for these services)

© 2021 Wells Fargo Bank, N.A., All rights reserved.

For fax or email notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper-based service is no longer available to add) ☐ Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive and Non-Repetitive.

Authorized callers First and Last name	$ Limit	Phone number including area code	Initiation type
			☐R ☐B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

☐ DDA ☐ AU and G/L _____

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers First and Last name	$ Limit	Phone number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of request - Select request type. (Refer to the reference guide for complete instructions.)

☐ **Account-specific Request**	☐ **Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account** – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	☐ **Blanket Company Level Approval** – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)

For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Maximum Check Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

Service: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: ☐ Add service ☐ Change amount ☐ Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Check Cashing Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

Service: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: ☐ Add service ☐ Change amount ☐ Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: ☐ Add service ☐ Change amount ☐ Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: ☐ Add service ☐ Delete service

Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, or Sweep services the following Customer Entities:

Customer Legal Entity name(s)	Entity ID type	Entity ID
	Select One	

Designation of Wells Fargo *Stagecoach Sweep*® Option

Customer DDA(s)

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's Commercial Electronic Office®, facsimile and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep* Preferred Option.

☐ Add ☐ Change

Target Balance*:_____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep*, Preferred Option.

☐ Add ☐ Change

Target Balance*:_____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.

☐ Add ☐ Change

Target Balance*:_____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (Correspondent Bank Only)

☐ Add ☐ Change

Target Balance*:_____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (Correspondent Bank Only)

☐ Add ☐ Change

Target Balance*:_____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased and Sold Agreement Option. (Correspondent Bank only)

☐ Add ☐ Change

Target Balance*:_____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Money Market Mutual Fund Sweep

Customer elects the Allspring Treasury Plus Money Market Fund - Class A - Fund 453 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

☐ Add ☐ Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

☐ Add ☐ Change

Target Balance: _____

Obligor # (if applicable): _____

Loan # (Obligation): _____

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Commercial Electronic Office® (CEO®)

Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the CEO security procedures to authenticate each Payment Order received through the CEO portal in your name. Our recommended CEO security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approvers these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect:Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

i. **Telephone Verification Service**. If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Commercial Electronic Office® (CEO®) - Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended CEO security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you declines to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Commercial Electronic Office® (CEO®) - Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT® FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Direct Origination - E-Bill Express

Wells Fargo Gateway (API)®

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Payment Manager® - Machine-to-Machine ("M2M")

This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL).

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Payment Manager® - Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Third Party Service Provider
If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

RTP Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for RTP are:

Wells Fargo Gateway (API)®
Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute RTP Payment Orders and RTP Messages on your behalf, and (ii) receive periodic updates from us as we process RTP Payment Orders and RTP Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue RTP Payment Orders and RTP Messages and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Commercial Electronic Office® (CEO®)
The CEO portal is our electronic banking portal that is accessed via the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided via text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T
This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).
AR File Outbound - SAFE-T
This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

CEO® EDD, Electronic Document Delivery Set-up - For Company and Customer(Biller) ID

Type of request	Customer (Biller) ID *(must be associated with the CEO Company ID)*	CEO User name	CEO User ID	Role (select one)
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Type of request	Customer (Biller) ID *(must be associated with the CEO Company ID)*	CEO User name	CEO User ID	Role (select one)
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
☐ Add ☐ Change				

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
☐ Add ☐ Change				☐ Debit* ☐ Credit* ☐ Target ☐ Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
☐ Add ☐ Change				☐ Debit* ☐ Credit* ☐ Target ☐ Maximum			

*One-way Sweep

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed name of Authorized Signer	Phone
Signature	Date

Voice Wire only - Submitter information and instructions
Internal Bank use only

Submitter name	Submitter phone
Submitter email	Submitter fax

Note: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo fax. File copies in your location's record-retention file.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

WELLS FARGO

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services ("Agreement"), the customer identified on the signature block ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service"). Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person(s) signing this Agreement the authority on Customer's behalf to (i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement and the Services.

3. Security Procedures

Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

4. Commercially Reasonable

Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on our *Commercial Electronic Office* portal. Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. Confidentiality of Security Procedure and Authentication devices/passwords

Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer Name(s)

_____

Printed Name of Authorized Representative
Signature
Date

WELLS FARGO

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. Service documentation. The Service Documentation contains the terms governing each Service and includes:
   a. The Service Description (which contains terms and conditions applicable to the specific Service),
   b. The Acceptance (which indicates your acceptance of the Service Documentation),
   c. This Agreement (which contains terms and conditions applicable to all Services),
   d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
   e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
   f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. Services. You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. Changes to services. We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. Term and termination. Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

   We may suspend or terminate any Service:

© 2022 Wells Fargo Bank, N.A. All rights reserved.

a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
b. Without prior notice to you if:
    i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
    ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
    iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
    iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
    v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
    vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.
    a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
    b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

    You will:
    a. Maintain the confidentiality of the Confidential Information,

b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

   If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.
   a. Description of the CEO portal. The CEO portal is our electronic banking portal that is accessed through the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
   b. Access to the CEO portal. When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
   c. Administration of the CEO portal. We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.
      i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
         (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
         (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
         (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
   i. Does not comply with any term applicable to the CEO portal,
   ii. Is not permitted by Applicable Law,
   iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
   iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).

e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service or transaction. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.

f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through the CEO portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.
    a. Non-subscribed alerts. When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
    b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.
    a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
       i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
       ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
       iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
       iv. Would possibly result in us not complying with Applicable Law.
    b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
    c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.

d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
   i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
   ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
   iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

   You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
   i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
   ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.

h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a)

exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.
    a. Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
    b. Entire agreement. The Service Documentation (and any documents referred to therein):
        i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
        ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
    c. Electronic agreement. To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
    d. No waiver. Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
    e. Third party beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
    f. Financial condition. You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
    g. Your representations and warranties. You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
    h. Use of names. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.

i. Notices and communications.Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
    i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
    ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
    iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
    iv. Each party will have a reasonable time after receipt of any notice to act on it.
    v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
    vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: November 9, 2022

SUBJECT: Contract Extension with WRCOG and Yunex LLC for Streetlight Maintenance

SUBMITTED BY: Jason Farag

PREPARED BY: Terri Abercrombie, Development Services Technician

ACTION:
Authorize the City Manager to execute the Second Amendment to Appendix 11 of the Amended and Restated Professional Services Agreement (PSA) related to streetlight operations and maintenance between the Western Riverside Council of Governments (WRCOG), Yunex LLC, and the City of Wildomar.

SUMMARY:
The Second Amendment to Appendix 11 extends the contract term for the existing streetlight operations and maintenance Professional Services Agreement (PSA) between the Western Riverside Council of Governments (WRCOG), Yunex LLC, and the City of Wildomar. The existing agreement expires on December 1, 2022. With the approval of this second amendment, the term of the PSA will continue to December 1, 2023.

BACKGROUND:
Over the past several years, the City worked with WRCOG and other regional partners to acquire existing streetlights from Southern California Edison (SCE). The City's acquisition of SCE streetlights was completed in 2021. This effort also included the retrofit of all acquired streetlights with LED fixtures. The City is currently scheduling the final LED retrofits for the few remaining lights that were previously missed. As part of this acquisition and retrofit process, the City entered into an agreement with WRCOG and Yunex (previously Siemens Industry/Siemens Mobility) for the retrofit of streetlights and for on-going operations and maintenance of streetlights. Below is a summary of prior actions and dates related to these agreements.

- December 18, 2017 - WRCOG and Siemens Industry, Inc. entered into a Professional Services Agreement.
- March 27, 2018 - The City of Wildomar executed Appendix 11 to the Agreement.

- December 16, 2019 - WRCOG, Siemens, and the City executed the first Amendment to the original Appendix 11 to include a CPI increase and assignment of Appendix 11 from Siemens Industry, Inc. to Siemens Mobility, Inc. (SMI).
- March 18, 2022 - SMI sent a letter requesting transfer of the Appendix from SMI to Yunex, LLC.
- June 10, 2022 - the City consented by letter to the transfer request from SMI.

DISCUSSION:
Currently, Yunex provides streetlight operations and maintenance (O&M) services to the City of Wildomar as part of a regional agreement that the City is party to with WRCOG and other Cities in the region. These services are described in Appendix 11 of the Amended and Restated Professional Services Agreement (PSA) related to streetlight operations and maintenance between WRCOG, Yunex, and the City (Agreement) (Attachment A). Earlier this year, WRCOG reached out to City staff regarding a possible extension to the Agreement with Yunex. In July 2022, staff also attended a streetlight O&M workshop hosted by WRCOG. Other participating agencies were also in attendance and the group expressed satisfaction with the service provided by Yunex.

Yunex has implemented a customer service portal to effectively manage all incoming streetlight inquiries from the public, along with a 24/7 telephone answering service. Yunex has satisfactorily performed routine streetlight maintenance tasks as called for in the Agreement.

Staff recommends extending the existing agreement with Yunex to continue providing streetlight operations and maintenance services. These services may include, but are not limited to, repair and replacement of damaged/inoperable fixture material, photocell repair and maintenance, quarterly review of system operation, and extraordinary street light maintenance duties including 24/7 emergency response and pole knockdown repair. A copy of the amendment is included as Attachment B.

Yunex is also currently the City's traffic signal maintenance service provider under a separate agreement and as such, is familiar with the City and its operations.

If the City chooses not to approve this amendment, the City will need to separately secure a maintenance contract for streetlights.

FISCAL IMPACT:
Street Light Maintenance is a line item in the approved budget.

There is no impact to the General Fund in approving this amendment.

ACCOUNT CODE:
284-600-4500-58512

ATTACHMENTS:

A - Appendix 11 of the Professional Services Agreement

B - Second Amendment to PSA (Appendix 11)

APPENDIX #11
City of Wildomar

This Appendix #11 to Agreement ("Appendix") by and between WRCOG, Consultant, and the City of Wildomar ("Member Agency") is made and entered into this 1st day of October, 2018. 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 March 27, 2018 with the exception of the term Member Agency, which for the purposes of this Appendix #11 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, Schedule of Services, and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

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

WRCOG

By: _____
Rick Bishop, Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel

Consultant

By: _____
Marcus Welz
Vice President - ITS

By: _____
David Buchhuehrer
Head of Controlling - ITS

Member Agency

By: _____
Gary Nordquist, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

EXHIBIT "A"
SCOPE OF SERVICES

Siemens Intelligent Traffic System proposes the following scope of work for services related to the street lights located in the Western Riverside Council of Governments (WRCOG) subregion. These services include the turnkey services related to installation of LED street lights and the ongoing operations and maintenance of the street light systems for member jurisdictions. These services are extended to the street lights currently owned by the member jurisdictions, those to be purchased from Southern California Edison and any additional assets that are installed within the contract period. Siemens extends this contract for 5 years for date of execution, with the option for additional extension if agreed upon by all parties. All services included in the Scope of Services will be billed per the rates outlined in Exhibit C.

Project Development

The Project Development phase includes several key elements that must take place for member jurisdictions to effectively acquire street lights from Southern California Edison (SCE), efficiently convert to LED technology and begin operating and maintaining the system.

1. SCE Coordination- Facilitate the "Cut-Over" Process with SCE

Siemens will assist WRCOG and member jurisdictions in communication and scheduling with Southern California Edison representatives during the acquisition phase. Siemens will coordinate the development of an agreed upon schedule and geographic plan for the associated field work and cutover of assets from SCE to member jurisdictions. Specific scope includes:

- Participation in SCE calls
- Develop cut over schedule and work flow with SCE subcontractors
- Provide review of "fielding" data from SCE and associated subcontractors
- Update Street light database to include new street lights previously not included in valuations and other associated data corrections/modification/additions.
- Track billing adjustments from SCE as street lights are acquired
- Support WRCOG and its member jurisdictions with the Inventory, Inspection and Transition Activities as identified in the City's Purchase and Sales Agreement (Agreement) with SCE

2. Street light pole tagging and field verification

Siemens will install street light pole tags during the installation of the LED street light fixture. The tags will either be furnished by WRCOG, member jurisdiction or by Siemens. The associated pole tags will be designed and approved with jurisdiction/regional street light numbering sequence by WRCOG and/or jurisdiction staff. Siemens will install pole tags and update the web based WRCOG database of information for each pole, referencing the associated pole number.

Siemens will verify street light asset attributes during the LED installation utilizing the web based WRCOG database. The information to be reaffirmed in the database upon conversion shall

include condition of asset, GPS coordinates for each asset, pole type, pole height, arm length, luminaire type, wattage, lamp type, voltage, general pole condition, service feed type: overhead or underground, city and SCE pole structure number (in the case the numbers are different) and description of point of demarcation between jurisdiction and SCE facilities.

3. Procurement Support- LED Material Selection and Design (optional)

Siemens can provide support in the process of selecting and procuring fixtures for the project and provide recommendations to the City for final approval. This service includes identifying material vendors, soliciting proposals from vendors and performing a detailed evaluation of material proposals submitted.

Fixture selection is typically based on a variety of factors that ultimately will lead to identification of the best solution for the customer. Some of the factors considered are:

- Fixture efficiency
- Demonstrated durability
- Material cost
- Availability/production lead times
- Design functionality
- SCE rebate eligibility
- Life-cycle cost

Concurrent with the evaluation of fixture alternatives, Siemens can provide additional design support. This includes evaluating basic standard lighting configurations which exist on various street types throughout a jurisdiction. This includes reviewing current existing light levels, performing photometric analysis and recommended replacement fixture standards to apply throughout the conversion process. The process of ordering and staging replacement LED fixtures will be greatly aided by establishing these conventions. These services will be billed at a time and material basis per the labor rates outlined in Exhibit C. In the event that Siemens provides procurement services, Siemens will waive the fees associated with this service.

Project Implementation

The implementation phase addresses the various tasks needed to convert each newly acquired street light with a suitable LED fixture and process all data, billing and rebate applications. Siemens will develop a City specific project plan which will include pre-construction meetings, staging of material, installation, and other acquisition and retrofit project milestones.

1. Procurement Support- LED Material Purchasing (optional)

Siemens can direct purchase associated material for the project as approved by the WRCOG and member jurisdiction. This procurement support extends to all associated materials, such as LED fixtures, photocells, pole tags, lighting controls, poles, mast arms and all other associated street light system components. Siemens can receive, warehouse and manage all material prior to installation and process all warranty information with manufacturers as needed. Warranty

information will be retained by Siemens with appropriate copies provided to the member jurisdiction for future use.

2. LED Fixture Installation

Siemens will coordinate and complete all aspects of the conversion of HID fixtures to LED fixtures. This includes coordinating with WRCOG staff regarding procurement, receiving materials at a jurisdiction facility during typical working hours, providing equipment and labor for the complete installation of LED fixture and associated materials and field update of WRCOG provided web based GIS database.

Prior to beginning conversion efforts, Siemens will coordinate all traffic control requirements with the member jurisdiction to gain approval for approved methods for various street configurations, including allowable working hours on arterials, in commercial areas and in residential neighborhoods. MUTCD standards will be adhered to.

Installation progress will be tracked on a daily basis by the project's Siemens Field Supervisor and Project Manager, and a brief status report that includes project status and any current issues will be provided to WRCOG and the jurisdiction on a weekly basis.

3. House Side Shield Installation

Siemens will install manufacturer approved house-side shields on LED street lights, as instructed by member jurisdiction. All requests for shields will be reviewed and approved by member jurisdiction staff prior to installation. Siemens can collaborate with member jurisdiction on specific strategies for implementing house side shields during the LED conversion. Siemens will install house-side shield on up to 10% of new LED street lights upon request, within the first year. Full cost of material and labor included in retrofit costs.

Siemens recommends that house side shields for LEDs be installed at sites where HPS fixtures currently have them. The like-for-like replacement can increase customer satisfaction and reduce the amount of visits to the same location.

4. HID Fixture Disposal

Siemens will be responsible for all fixture disposal and recycling. Disposal of existing luminaries and any other discarded materials will follow all applicable California Recycle and Disposal Laws. Siemens will produce a recycling plan, to be approved by the member jurisdiction. Following disposal, a manifest of disposal will be provided to the member jurisdiction, that specifies what was recycled, what was sent to the landfill, and how hazardous material was disposed of. Siemens reserves the right to select disposal and recycling firms. This includes use of approved bins and locations for temporary holding locations of fixtures, etc. All disposal costs, fees, etc. are included in the retrofit costs.

5. Record Documents

Following the completion of the implementation phase and City acceptance, Siemens will generate project close out documentation. This includes (but is not limited to) the following:

- Final Installation Data
- A summary report of the LED installation database information updated throughout the installation. This is based on the WRCOG provided web based database.
- As-built documentation (as-needed)
- As-built schedule of the project and a comparison of the actual installation vs. the
- scheduled baseline.
- A summary of any scope changes that occurred

Siemens will prepare and submit the final rebate documentation to the utility. In addition, Siemens will verify that the billing rate change has been submitted and accepted, and that the utility bill is correct.

Once the rebate is secured, the billing is verified then a final project closeout report will be generated. This will consist of a complete inventory database of the installed system with GIS locations and attributed of the LED street light system. Furthermore, this report will also include the final results of the rebate allocation, the energy savings to date and the final estimated energy savings for future years, summarizing the final results of the project.

Maintenance Phase

This phase will begin once a member jurisdiction pays SCE for a group of assets. This will be done in phases to be determined by SCE, the City and Siemens.

The maintenance phase will transition from initial maintenance of the existing poles with HID fixtures to maintenance of existing poles with new LED fixtures as the project progresses. Siemens will provide maintenance services for all fixtures acquired by the City from SCE and provide a monthly bill prorating the fixtures acquired throughout the previous month, by technology and fixture type.

General Maintenance will consist of all operations and repairs starting at the pull box or bottom of street light pole where the fuse holder or secondary power source necessary to keep all street lights operations, and associated wiring within the street light circuit.

1. Customer Service

Siemens will develop and implement a customer service portal for each member jurisdiction to effectively manage all incoming street light inquiries from public and from the member jurisdiction. General customer services include:

- 24/7 telephone and web based reporting service
- Web portal access for member jurisdiction and designated representatives
- Quarterly reporting/summaries of customer inquiry activity
- Customer service feedback survey

2. Routine Street light Maintenance Duties

A base monthly fee is established for maintenance of the street light system on a per month, per light basis. Siemens will respond to standard maintenance calls within 5 working days. The fee will reflect the total number of lights being served along with and adjustments for special fixtures/poles.

Routine Maintenance tasks include but are not limited to:

- RMA of LED Fixture (Shipping and handling)
- Warranty management of defective LEDs
- Traffic Control
- General Cleaning During Call Out
- Outage Nights Checks
- Photocell Replacement
- Fuse Replacement
- Fuse Holders Replacement
- Hand Hole Covers (up to 0.05% of stock, annually)
- False Calls

The fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. Annual services include:

- System problem assessment/diagnostics
- Repair and replacement of damaged/inoperable fixture material
    - For HID fixtures this can include repair or replacement of constituent parts. Such as lamps, ballasts, starters, reflectors, diffusers, etc.
    - For LED fixtures this can include repair or replacement of constituent parts. Such as drivers, lenses, and LED arrays. Typically LED fixtures will be covered under warranty and will be processed accordingly.
- Photocell repair and maintenance
- Hand hole cover replacement of standard hand hole covers. Limited to 0.05% of stock annually.
- Coordination with 3rd party attachment licensees
- Quarterly review of system operation (night check)
- General cleaning of fixture during maintenance call out
- Customer service portal operations
- LED fixture warranty processing

3. Extraordinary Street light Maintenance Duties

Siemens recognizes that there will be situations that can and will occur during the maintenance phase of the project that are best addressed individually based on the actual occurrence and not covered under a monthly fixture price. Items such as accidents resulting in the street lights being damaged and replaced or the need for specialized shielding devices are expected to

occur, though the frequency may vary considerably. These items are being defined as extraordinary maintenance and not included in the base monthly fee for standard maintenance. The following items have specifically been identified as extraordinary maintenance:

- 24/7 emergency response and securing field location for basic public safety. This would typically include pushing pole out of the right-of-way or from private property, taping off the area of the debris, capping/taping live wires, checking street light circuit and documenting all work activities for insurance purposes.
- Pole knockdown repair. Services can include:
    - removal of all associated spoils and debris from original installation
    - installation of new street light pole and associated system components
    - installation of associated foundation
    - Adjacent concrete repair/cap replacement
- House side shield installation (if occurs after year one)
- Overhead wiring replacement
- Pole graffiti abatement
- Pole painting
- USA Dig Alert services

EXHIBIT "B"
SCHEDULE OF SERVICES

Streetlight Timeline								
Acquisition Process	**SCE sends to CPUC**	**CPUC approval date**	**Est. Financial Closing**	**SCE Transition Start**	**Phase 1 Transition (retrofit start)**	**Phase 2 (if needed)**	**Phase 3 (if needed)**	**Phase 4 (if needed)**
Retrofit, O&M, LED fixture, and financing GOALS		Retrofit, O&M service selection GOAL		Finance Closing and LED selection GOAL	LED fixture delivery date GOAL			
Wildomar	**Complete**	**3/31/2018**	**City dependent**	**SCE dependent**	**SCE dependent**			

EXHIBIT "C"
COMPENSATION

BILLING RATES

	Item	Description	Unit Cost
Project Development			
1	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. The pole tags will be installed at the same time as the LED fixture conversion.	$10.00/pole
Project Implementation			
2	LED replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	$57.00/ Each
3	LED replacement Decorative	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	$114.00/ Each
4	House side shield installation As Separate call	This includes the costs for installation only of new house side shields including labor, equipment (trucks, tools, etc.) and incidental materials needed for the installation. Includes update of database. The cost does not include the cost of the shield itself.	$64.00/ Each
Routine Maintenance- Pre-LED Conversion			
5	HPS Fixture Maintenance – Cobra (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS cobra head fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs	$1.55/ each/month

		and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	
6	HPS Fixture Maintenance – Post Top Acorn (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS post top fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	$3.50/ each/month
7	HPS House side shield installation (labor, materials, equipment)	This includes the cost for each HPS house side shield installation that may be requested during the pre-retrofit stage. Costs include all labor, equipment and materials including the cost of the shield. These would be billed on an individual basis (not monthly or per pole being maintained).	$64.00/ Each
Maintenance- Post LED Conversion			
8	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	$0.65/ each/month
9	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the post top fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	$2.00/ each/month
10	LED Replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	$57.00/ Each
11	LED Replacement Decorative	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	$114.00/ Each
12	House side	This includes the costs associated with the	$64.00/

	shield installation	installation of a house side shield on a LED fixture excluding the cost of the actual shield. The costs should include labor, equipment, tools and incidental materials needed to complete a standard installation. This assumes a standard cobra head style fixture and a factory standard shield available for purchase (does not include custom installations and decorative fixtures).	Each
Extraordinary Maintenance **(Reference pricing only- this scope will be quoted on time and material basis)**			
13	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 30 foot, marbelite pole with a standard 150 watt equivalent 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.	$4,600.00/ Each

14	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 30 foot, marbelite pole with a standard 150 watt equivalent 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.	$6,925.00/ Each
15	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.	$165.00/ Each
16	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.	$65.00/ Each
17	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.	$15/foot, or lump sum as quoted
18	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 a minimum of 5	$479.00/ Each

		poles and a maximum of 20 poles would be scheduled for painting as a group.	
19	USA Dig Alert	Siemens typically prices this service out on a per occurrence basis. This includes the following: Siemens technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	$225.00/ Each

Siemens will evaluate maintenance contract values annually and discuss any needed adjustments with member jurisdictions. Siemens typically utilizes the US Consumer Price Index to calculate annual escalations.

Schedule of Values- Time and Material Rates

1. Labor	***Regular Time****	***Overtime****	***Premium Time****
Maintenance Superintendent	$105.00	$135.00	$160.00
Foreman	$105.00	$135.00	$160.00
Electrician	$98.00	$125.00	$145.00
Laborer	$85.00	$115.00	$135.00
Energy Engineer	$180.00	N/A	N/A
2. Equipment		***Rate per Hour***	
Bucket Truck		$28.00	
Service Truck		$25.00	
3. Material Mark up (from actual invoice cost)			
Street light LED Retrofit Installation Materials		15%	
Street light Maintenance Materials		15%	

* Work hours are as follows:

- Regular Hours – 7:30am to 4:00pm Monday Thru Friday except Holidays
- Overtime
    1. Monday thru Friday after 4:00pm (for the first four hours)
    2. Saturday for the first 12 hours worked
- Premium Time
    1. Monday thru Saturday After 12 working hours
    2. Sunday & Holidays all day (24 hours)

SECOND AMENDMENT TO
APPENDIX #11
City of Wildomar

This Second Amendment to Appendix #11 the Amended and Restated Western Riverside Council of Governments Professional Service Agreement is made as of _____, 2022 by and between the **Western Riverside Council of Governments, a California public agency** ("WRCOG"), **Yunex LLC, a Delaware corporation** ("Yunex"), and the **City of Wildomar** ("Member Agency"). The WRCOG, Yunex, and Member Agency are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the WRCOG and Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation ("Siemens Industry") entered into a Professional Services Agreement ("Original Agreement") on December 18, 2017.

WHEREAS, the WRCOG and Siemens Industry amended and restated the Original Agreement on March 27, 2018, to include additional language ("Agreement").

WHEREAS, the WRCOG, Siemens Industry, and Member Agency executed Appendix #11 to the Agreement ("Original Appendix") on December 16, 2019.

WHEREAS, the WRCOG and Siemens Industry entered into the First Amendment of the Agreement on November 22, 2019 to include the transfer and assignment of the Agreement from Siemens Industry to Siemens Mobility, Inc. ("SMI") and a CPI increase.

WHEREAS, the WRCOG, Siemens Industry, and Member Agency entered into the First Amendment on December 16, 2019 to amend the Original Appendix to include a CPI increase and the transfer and assignment of Appendix #11 from Siemens Industry to SMI.

WHEREAS, by letter dated March 18, 2022, SMI informed Member Agency of the transfer of its intelligent transportation systems unit to Yunex, and Member Agency consented to the transfer of the Agreement to Yunex by letter dated June 10, 2022.

WHEREAS, the WRCOG and Yunex entered into the Second Amendment of the Agreement on _____, 2022 to extend the term of the Agreement ("Second Amendment to Agreement").

WHEREAS, the WRCOG, Yunex and Member Agency now wish to enter into this Second Amendment to incorporate extension of the Agreement, and extend the term of the Original Appendix.

TERMS

NOW, THEREFORE the parties enter into this Second Amendment to the Appendix:

1. Term; Incorporation of Second Amendment to Agreement: The term of the Original Appendix, as previously amended, shall continue in effect to December 1, 2023, concurrent with the extension of the term of the Agreement pursuant to the Second Amendment to Agreement, the provisions of which are incorporated herein by reference.

2. Modification: No alteration or variation of the terms of this Second Amendment to the Appendix shall be valid unless made in writing and signed by the parties hereto.

3. Continuation of Existing Provisions: Except as amended by this Second Amendment to the Appendix, all provisions of the Original Appendix, as previously amended, shall remain in full force and effect and shall govern the actions of the parties under this Second Amendment.

Dated this _____ of _____, 2022.

WRCOG

By: _____
Kurt Wilson, Executive Director

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: _____
General Counsel

Yunex

By: _____
Name: Steven M. Teal, Jr.
Its: Director of Service

APPROVED AS TO FORM:

By: _____
Name: Michael J. Hutchens
Its: Western Operations Manager

Member Agency – City of Wildomar

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: November 9, 2022

SUBJECT:	Approval of a Services Agreement with SCA of CA, LLC for Street Sweeping Services
SUBMITTED BY:	Jason Farag
PREPARED BY:	Jason Farag, Public Works Director

ACTION:
Authorize the City Manager to execute a Services Agreement with SCA of CA, LLC for Street Sweeping Services

SUMMARY:
The City's franchisee for solid waste handling services will no longer provide street sweeping services, effective December 1, 2022. As a result, the City must enter into a services agreement with a separate street sweeping contractor to continue to provide street sweeping services to the community. The proposed agreement would maintain the same level of street sweeping services that the City has been receiving through its waste hauling franchise agreements.

BACKGROUND:
The City has historically received street sweeping services through its solid waste hauler franchise agreements. Effective December 1, 2022, the City's franchisee for solid waste handling services will no longer provide street sweeping services. As a result, the City must enter into a services agreement with a separate street sweeping contractor to continue providing street sweeping services to the community.

DISCUSSION:
At the October 26 City Council Special Meeting, the City Council found that it would be advantageous to the City to dispense with the requirements of WMC Section 3.28 regarding procurement of contracts for services over $50,000 and directed staff to bring back a services agreement for street sweeping between the City of Wildomar and Sweeping Corp of America.

Attachment A includes a proposed Services Agreement between the City of Wildomar and SCA of CA, LLC (SCA) for Street Sweeping Services (Agreement). Under this new agreement,

SCA would begin street sweeping services on December 1, 2022. Street sweeping services provided under this agreement would be consistent with the existing street sweeping services that the City has been receiving by its solid waste hauler franchise agreements. A map and summary of the street sweeping to be provided under the proposed agreement are included as an exhibit to the Agreement and are included as Attachment B herein, for reference.

The services agreement is for a duration of three (3) years, with two (2) one (1) year extensions available.

As directed by City Council at the October 26 Special City Council Meeting, staff will evaluate the funding options to provide City-wide street sweeping and will bring this item back to the City Council at a future date during this fiscal year for consideration.

FISCAL IMPACT:
To maintain current street sweeping service levels, the three (3) year services agreement is estimated to cost $256,077. Funds for street sweeping services will come from the CR&R's Waste Hauling Franchise Agreement Mitigation Fees for Street Sweeping.

There is no impact to the General Fund.

ACCOUNT CODE:
212-455-4560 (Waste Services - Street Cleaning)

ATTACHMENTS:
A - Street Sweeping Services Agreement

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

SCA OF CA, LLC,
a limited liability company

// 2021
RIV #4814-7282-0706 v1

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
SCA OF CA, LLC

This Agreement for Services ("Agreement") is entered into as of this 9th day of November, 2022 by and between the City of Wildomar, a municipal corporation ("City") and SCA of CA, LLC, a limited liability company ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by direct negotiation, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a quote 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 three (3) years ("Initial Term") commencing on the date first ascribed above. At the sole discretion of the City, the parties may extend the Term of this Agreement by two additional one-year terms. Not less than (90) days prior to the expiration of the current Term of the Agreement, Service Provider shall provide notice to City of its request to extend the Term. The City shall provide notice to Service Provider not less than thirty (30) days prior to the expiration of the current Term of whether the City agrees to the requested extension. The City Manager shall have the authority to approve an extension to the Term of this Agreement in accordance with this Section 1.

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 Two Hundred Fifty Seven Thousand dollars ($257,000) for the Initial Term of the Agreement, 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.

(e) Service Provider's invoices shall be subtotaled by "Sweeping Location", as identified in Exhibit "B".

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service

Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws apply to this Agreement. Service Provider agrees to comply with all provisions of the California Labor Code and regulations promulgated thereunder. Service Provider agrees

to comply with all Prevailing Wage provisions included in the Scope of Services. However, where conflicts exist between the provisions included in the Scope of Services and the California Labor Code and regulations promulgated thereunder, the latter shall govern.

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, sexual orientation, gender, gender identity, 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 "E" "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 email, 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 Email: wildomarpw@cityofwildomar.org
To Service Provider:	SCA of CA, LLC Attn: Mike Siragusa 4141 Rockside Road, Suite 200 Cleveland, OH 44131 Email: msiragusa@sweepingcorp.com

Notice shall be deemed effective on the date personally delivered or transmitted by email 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 "E", 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
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": SCA of CA, LLC

By: _____ By: _____

Name:_ Christopher Valerian Name: Erin Quinn

Its (Title): President and CEO Its (Title): VP & General Counsel

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 #4814-7282-0706 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_____

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 #4814-7282-0706 v1

EXHIBIT "A"
SCOPE OF WORK/SCOPE OF SERVICES

1. PREVAILING WAGE

A. All or a portion of the services in this Agreement is considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to CITY within ten (10) business days of renewal. CITY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to www.dir.ca.gov as required. CONTRACTOR must also provide a copy of its certified payroll records to CITY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit D, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

2. GENERAL REQUIREMENTS & NOTES

A. The CONTRACTOR's primary objective of this street sweeping contract is to pick up all leaves, paper, dirt, rocks, cans, and/or other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The CITY will make the final determination as to whether the street sweeping service has been satisfactorily completed. CONTRACTOR is required to sweep routes twice monthly at the very minimum.

B. CONTRACTOR shall meet wage and reporting requirements as set forth in this Agreement.

C. CONTRACTOR shall furnish all necessary legal transportation, permits, insurance and taxes, in their performance of the scope of services.

D. CONTRACTOR shall provide all labor, materials, tools, equipment, traffic control, fuel, and supervision necessary in their performance of the scope of services.

E. CONTRACTOR shall schedule work during normal working hours, Monday thru Friday, 6:30 A.M. to 5:30 P.M. CONTRACTOR shall obtain prior approval by the appropriate Public Works Department staff for any and all work outside normal working hours, with the exception of emergency situations. CONTRACTOR shall not schedule or plan street sweeping services on Saturdays or Sundays.

F. DRESS CODE AND APPEARANCE – The CONTRACTOR shall be required to provide uniforms,. Contracted personnel shall wear uniforms, at all times, when working on CITY projects.

G. TRAFFIC CONTROL - Traffic Control is the sole responsibility of the CONTRACTOR.

Additional traffic control may be required if existing traffic control is deemed insufficient.

H. VEHICLE LABELING – The CONTRACTOR shall provide company name and telephone number on all vehicles working on CITY projects. Labeling may be permanent or temporary.

I. VEHICLE SAFETY – The CONTRACTOR shall provide on their onsite vehicles a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Vehicles should be parked in such a manner as not to create confusion, a hazard, or block signage. The CONTRACTOR shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. Vehicles shall be in good working order, safe, legally registered to the CONTRACTOR, well maintained, and good in appearance.

J. VEHICLE OCCUPANCY – CONTRACTOR shall not exceed passenger vehicle occupancy safety ratings.

K. EQUIPMENT TRAINING - CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall at a minimum perform annual safety instruction.

L. DRIVER LICENSING – CONTRACTOR shall ensure and verify each Driver has the correct State of California Department of Motor Vehicles license/endorsement for equipment operated by the Driver.

M. EMERGENCY SERVICES – The CONTRACTOR shall make available emergency service on a 24 hour a day, seven day per week basis.

N. SAFETY - CONTRACTOR shall conform to all governing safety regulations. CONTRACTOR shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours but shall apply continuously.

3. QUALITY ASSURANCE/INSPECTION

A. CONTRACTOR agrees all performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the CITY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other CITY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Scope of Service. If any services performed or products provided by CONTRACTOR are not in conformance with this Scope of Service, the CITY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the CITY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the CITY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this

Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The CITY may also terminate the contract as a result of default and charge to CONTRACTOR any costs incurred by the CITY because of the CONTRACTOR's failure to perform.

B. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a CITY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Scope of Service at any time with/without reasonable notice to CONTRACTOR.
C. CONTRACTOR shall use an adequate number of skilled personnel who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications. CITY may request CONTRACTOR's personnel be removed from the site, with explanation provided to CONTRACTOR regarding the reason for the request. Such personnel shall be allowed to work the rest of the day but must be replaced by the next day or next service day, whichever is sooner.

4. SAFETY

A. CONTRACTOR shall be solely responsible for the condition of the premises on which the work is performed and for safety of the premises on which the work is performed. This requirement shall not be limited to normal working hours but shall apply continuously.
B. CONTRACTOR shall conform to all governing safety regulations.
C. CONTRACTOR is not authorized to block a traffic lane unless all legal traffic control measures are in place, and the CITY has been notified of the intended closure 72 hours in advance.
D. CONTRACTOR shall not trespass or perform illegal activities.
E. CONTRACTOR shall be responsible for the proper education of their employees on all equipment used by the employees. CONTRACTOR shall perform annual safety instruction, at a minimum.
F. CONTRACTOR shall focus on spill prevention, spill control, and spill cleanup at all times while conducting street sweeping services. CONTRACTOR shall practice safe storage practices of all chemicals at all times while on street sweeping service activities. CONTRACTOR shall readily cleanup any spills associated with their street sweeping services including any oil or hydraulic fluids.

5. GENERAL

A. CITY shall be responsible for debris disposal. Any debris resulting from street sweeping services shall be removed from street sweeping routes and transported to the City designated

disposal site by the CONTRACTOR. CONTRACTOR is not permitted to leave any debris in a temporary location overnight.

B. CONTRACTOR shall clean roadways and other areas dirtied by his street sweeping services.
C. CONTRACTOR shall not blow any major or minor materials into the roadways at any time.
D. CONTRACTOR shall be responsible for all cleanups of green waste and debris that overflows or is left on the street due to the street sweeping.
E. CONTRACTOR shall submit and maintain a current maintenance schedule for street sweeping services, to be updated as needed to maintain an accurate schedule.
F. CONTRACTOR shall not wash down curbs, and gutters with water in any instance in which the runoff would enter a storm drain or any other waterway. CONTRACTOR shall not wash down any equipment with water on any project where runoff would enter a storm drain or any other waterway. Proper

cleaning of gutters and streets include sweeping and vacuuming. Remember - "ONLY RAIN IN THE STORM DRAIN".

G. CONTRACTOR shall furnish all labor and materials necessary to accomplish maintenance in accordance with foregoing specifications.

6. SWEEPING

A. The CONTRACTOR shall sweep and/or clean all public, CITY maintained streets as specified on Exhibit C, Project Location Maps, and approved route maps. The term "street" shall include the paved area between the normal curb lines of the roadway, whether or not an actual curb exists. Gutters of all paved streets and/or rolled berms, raised medians, painted medians and intersections shall be swept as follows:
    a. Sweeping shall normally consist of a single pass with a street sweeper at an average speed of 8 miles per hour not to exceed 10 miles per hour over an area.
    b. Additional passes shall be made, if necessary, in problem areas where excessive silt, leaves, debris or other conditions warrant special attention. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.
    c. CONTRACTOR shall use water while sweeping to minimize dust.
    d. "Sweeping" shall define the operation; however, the method shall not be limited to the use of power broom street sweeping.
    e. CONTRACTOR understands that curbed areas that cannot be swept with power sweeping equipment, such as but not limited to narrow cul-de-sacs, median noses, and portions of left turn pockets, shall be hand cleaned at the request of the CITY.
    f. In the event that the results of one sweeping are considered unsatisfactory, the CONTRACTOR shall sweep or clean the unsatisfactory area again at no cost to the CITY within two (2) working days without interruption in the regular sweeping schedule and not

on a trash pick-up day.

7. ADDITIONAL SWEEPING

A. The CONTRACTOR shall provide additional sweeping of any of the listed streets and intersections at any time ordered by the CITY. The CONTRACTOR will be compensated for each additional sweep at the contract unit price per curb-mile in effect at the time. No allowance will be made for travel time on additional sweeps. The CONTRACTOR shall respond to a request for emergency sweeping within four (4) hours of notification.

B. CONTRACTOR acknowledges that the need for additional sweeping may arise due to storm, fire, flood, parade, public gathering, traffic accident, riot or other natural or unanticipated occurrences affecting the cleanliness of the streets. Sweeping in addition to the regularly scheduled sweeping as ordered by the CITY will be at the contract unit price per hour.

C. Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the contract unit price per hour. Additionally, in situations where it is difficult to measure curb miles swept, the CITY has the option to compensate CONTRACTOR on an hourly basis. In these cases, the hourly rate paid shall be the contract unit price per hour.

8. SCHEDULE DISRUPTIONS

A. When, in the opinion of the CITY, inclement weather prevents adherence to the regular sweeping schedule for two (2) days or less in a given week, the CONTRACTOR will sweep affected routes prior to the end of that month. Any such required sweeping made necessary by inclement weather shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.

B. When any holiday or observance as specified in the Government Code of the State of California occurs on a regularly scheduled sweeping day, and routes are not swept in observance of the holiday, the sweeping routes shall be swept within two (2) days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule and not on trash pick-up day. Routes shall be swept twice monthly. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping. For sweeping areas that are scheduled for sweeping on an observed holiday, CONTRACTOR shall prepare and submit to the CITY a modified sweeping schedule identifying on what day the street sweeping will be rescheduled. CONTRACTOR shall prepare and submit to the CITY the modified schedule at the beginning of each calendar year.

C. In the event the CONTRACTOR is prevented from completing the sweeping as provided in the approved schedule to reasons other than inclement weather or holiday, the CONTRACTOR will be required to complete the sweeping so deferred within two (2) days of

the regularly scheduled sweeping day without interruption of the regular sweeping schedule and not on a trash pick-up day. Routes shall be swept twice monthly. Any such required sweeping shall be performed by the CONTRACTOR at the normal curb-mile price and will not be defined as additional sweeping.

9. PROTECTION OF PROPERTY

A. The CONTRACTOR shall protect all public and private property insofar as it may be endangered by CONTRACTOR's operations and take every reasonable precaution to avoid damage to such property.

B. Sit-parked mobile equipment and operable machinery, and hazardous parts subject to mischief shall be kept locked or otherwise made inoperable whenever left unattended.

C. The CONTRACTOR shall restore and bear the cost of any public or private vehicle, improvement, facility, or structure within the right-of-way, which is damaged, or injured directly or indirectly by an act, omission or neglect in the execution of the work and which is not designated for removal. CONTRACTOR shall be responsible for any injury, loss, or damage caused by the CONTRACTOR or the CONTRACTOR's employees, agents, or subcontractors, and in the event of such injury, loss or damage shall promptly make such repairs or replacements as required by the CITY without additional cost to the CITY.

10. DISPOSAL OF SWEEPINGS WASTE

CONTRACTOR shall ensure that sweeping wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams or waterways. All sweeping wastes shall be removed from the site and transported to a location designated by CITY for disposal by CITY. Should CITY request that CONTRACTOR dispose of sweeping wastes at any point, CONTRACTOR shall provide to CITY a cost proposal for that specific disposal. If CONTRACTOR disposes of sweeping wastes at any time under this contract, all sweeping wastes shall be disposed in a manner complying with local ordinances, state and federal anti-pollution laws at legally established disposal sites. CONTRACTOR shall submit copies of dump/disposal tickets and tonnage reports in the event that CITY requests CONTRACTOR to provide disposal.

11. ADDED AND DELETED ROUTES

A. It is the intent of this contract to provide sweeping for all public, CITY maintained streets and facilities as identified in Exhibit C, Project Location Maps. As streets are accepted into the CITY maintained road system or as new CITY facilities are constructed, they will be added to the twice a month sweeping schedule. The CITY will provide a list of added streets and route map to the CONTRACTOR. Compensation to the CONTRACTOR will be based on curb-miles added and multiplied by the current contract unit price per curb-mile.

B. Streets initially included in the sweeping schedule that are vacated by order of the CITY Council will be deleted from the twice a month schedule and the affected curb mileage deducted from the contract quantities.

C. The CITY may adjust the mileage total of the contract due to new annexations or relinquishments. In the event that new routes are added to or deleted from the contract the CONTRACTOR shall incorporate these adjustments into the sweeping schedule and compensation to the CONTRACTOR will be based on curb-miles added and multiplied by the current contract unit price per mile.

12. SCHEDULE AND COMMENCEMENT OF WORK

A. CONTRACTOR shall submit a complete schedule of twice a month sweeping to the CITY for approval prior to any work being done under this contract. The schedule shall include the curb miles of streets and medians to be swept as well as the proposed starting time. Also, a route map shall be submitted as part of the schedule, showing the streets to be swept each month by the CONTRACTOR. The CONTRACTOR shall indicate the sweeping route on the maps in an appropriate and understandable manner that is acceptable to the CITY. Changes in the schedule for the convenience of the CONTRACTOR will require approval by the CITY and/or the Contract Administrator prior to being included in the twice a month work.

B. The CITY reserves the right to require the CONTRACTOR to sweep specific areas on specified days and at specified times of the day. The following guidelines will generally be applicable:

   a. CONTRACTOR shall not sweep areas on the same day trash is picked up. Whenever feasible, sweeping shall be scheduled the day after trash pick-up. The CONTRACTOR shall be responsible for determining when trash pick-ups are scheduled. Contact the Public Works Department at 951-677-7751 x5 or by email at wildomarpw@cityofwildomar.org for waste pick-up information.

   b. CONTRACTOR shall not sweep four or more lane streets during peak traffic hours. CONTRACTOR shall be responsible for identifying these streets. Peak traffic hours are generally defined as 7:00 am – 9:00 and 2:00 pm – 5:00 pm.

   c. CONTRACTOR shall sweep residential areas between the hours of 6:30 am and 5:30 pm, Monday through Friday. No sweeping will be permitted on Saturday or Sunday.

   d. Routes typically will not exceed 45 curb miles per day/per sweeper, any adjustments to the 45 curb miles per day/per sweeper must be approved by the CITY Contract Administrator prior to work being done.

   e. ‘No Parking’ signs are NOT consistently posted on all streets. CONTRACTOR shall navigate around obstacles to perform contract. The CITY may post ‘No Parking’ signs upon approval of the CONTRACTOR’s sweeping schedule. However, if the CONTRACTOR wishes to change the regular sweeping schedule after signs have been posted, CONTRACTOR shall pay for the cost to replace the signs.

13. CONTRACTOR'S EQUIPMENT

A. CONTRACTOR shall ensure that all equipment must be performance worthy by visual and operational inspection. Machines must be maintained in good working condition throughout the life of this contract with the CONTRACTOR demonstrating evidence of an adequate service center to ensure scheduled routine maintenance and proper adjustment for sweepers. CONTRACTOR shall ensure machines are fully operational during all sweeps.

B. The CONTRACTOR must keep a sufficient supply of spare brooms and parts to insure continuous operation. Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all brushes and brooms.

C. CONTRACTOR shall ensure all equipment is properly registered and insured in accordance with state and local laws. The CONTRACTOR must show proof of ownership of a signed lease for sufficient machinery to adequately perform services as agreed to in this contract. CONTRACTOR shall provide the CITY with a list of equipment to be used. CONTRACTOR shall provide the CITY with a list of any spare equipment. CONTRACTOR shall note on the list which pieces of equipment is either primary or spare equipment.

D. CONTRACTOR shall ensure all units are clearly and prominently marked with the CONTRACTOR's name and unit number and have a radio or paging equipment.

E. CONTRACTOR shall ensure sweepers are self-propelled, pickup sweepers with revolving gutter brushes on both sides, in-head broom, a sprinkler system and high lift storage hopper with a minimum three (3) cubic yard capacity, or as approved by the CITY. CONTRACTOR shall ensure sweepers shall are capable of removing all leaves, paper, dirt, rocks, cans, and/or other debris to insure free flow of water in gutter.

F. CONTRACTOR shall ensure that sweeping equipment shall be equipped with a 'backup warning device' that operates automatically while the vehicle is backing, such as a buzzard, bell, horn, etc. Equipment shall be parked in such a manner as not to create a hazard or block signage. The CONTRACTOR shall provide on all of their vehicles a high-intensity rotating, flashing, oscillating or strobe light on their vehicles. Vehicle hazard warning signals may be used to supplement the above required lighting, but not as a replacement. All warning devices and lights for safe operation shall meet all vehicle-operating requirements of the State of California Department of Motor Vehicles.

14. EQUIPMENT PERFORMANCE

CONTRACTOR shall ensure the sweepers used are capable of picking up all debris from a street in a single pass, without leaving a trail of debris behind and shall be capable of dust abatement. Sweepers shall be driven an average of 8 miles per hour not to exceed 10 miles per hour to ensure all debris is picked up. CONTRACTOR shall ensure all equipment used is in good mechanical condition and shall not leak oil or other fluids onto pavement during operations. If the CITY deems a piece of equipment unsuitable, the CONTRACTOR will be instructed to make the appropriate repairs or remove it from the work site.

15. WATER USE

The CONTRACTOR shall be responsible for securing all water used during the course of operations and shall be responsible for all water costs. Water shall not be permitted to drain into the storm drain system.

16. APPROXIMATE MILEAGE OF STREETS AND AREAS OF PARKING LOTS

The estimated quantities of work to be performed by the CONTRACTOR under these specifications are as follows:

A. See Exhibit B specifying approximate quantities of streets and approximate areas of parking lots to be swept.
B. Note that the quantities identified in Exhibit B are an estimate only used as a basis for comparing proposals. The CONTRACTOR will be paid for the actual number of curb miles swept each month. In addition, the CONTRACTOR may, on infrequent occasions, be required to perform additional sweeping.

17. INSPECTION

A. CITY shall perform inspections on a regular basis, and in response to citizen complaints. Any deficiencies found will be reported to the CONTRACTOR for response and corrective action. Debris that has accumulated on a street after it has been swept shall not be cause for corrective action, provided that debris was not caused by the CONTRACTOR and/or was not the result of missed debris from the original sweeping. The CITY may schedule meetings as necessary to review the quality of work performed by the CONTRACTOR and/or review the number of “corrective action requests” received and the action taken by the CONTRACTOR to correct.
B. The CITY will track the CONTRACTOR’s responsiveness in taking corrective actions. In the event the CITY discovers an area of non-performance by the CONTRACTOR, a letter of “corrective action requests” will be sent to the CONTRACTOR via EMAIL. Unless otherwise approved by the City, the CONTRACTOR will have two (2) days to complete the corrective action. The CONTRACTOR will provide the CITY written notice of corrective action taken via EMAIL within two (2) days of “corrective action request” receipt.
C. The CONTRACTOR shall monthly report total curb-miles swept, corrective actions requested, corrective actions completed and method of completion, and the number of curb-miles affected by corrective actions to the CITY.
D. All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Scope of Service) shall be subject to inspection and test by the CITY or other regulatory agencies at all times. The CONTRACTOR shall

provide adequate cooperation to any inspector or other CITY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Scope of Service. If any services performed or products provided by CONTRACTOR are not in conformance with this Scope of Service, the CITY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of this Scope of Service at no additional cost to the CITY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the CITY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Scope of Service; and/or (2) reduce the price (including monthly maintenance cost) to reflect the reduced value of the services performed or products provided. The CITY may also terminate the Contract as a result of default and charge to CONTRACTOR any costs incurred by the CITY because of the CONTRACTOR's failure to perform.

E. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Scope of Service; and shall permit a CITY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Scope of Service at any time with/without reasonable notice to CONTRACTOR.

F. The CONTRACTOR shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.

18. UTILITIES

The CONTRACTOR shall recognize the rights of utility companies within the public right-of-way and their needs to maintain and repair facilities. The CONTRACTOR shall exercise due and proper care to prevent damage to facilities and to adjust schedules when utility operations prevent the CONTRACTOR from sweeping during a specified time frame. No additional compensation will be allowed by complying with these requirements.

19. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/DUST CONTROL, WATER, AIR POLLUTION, AND PM-10 REGULATIONS

A. During all phases of work, and when directed, the CONTRACTOR shall take precautions to abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means necessary to accomplish the suppression of dust.

B. During the term of this contract, CONTRACTOR's operations shall conform to applicable laws and regulations of the South Coast Air Quality Management District, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control and abate water and air pollution.

C. CONTRACTOR shall comply with and meet all requirements, if applicable, of Rule 1186.1 Less Polluting Sweepers, Section (d) Requirements for Fleet Operators: For Affected Governmental Agencies Contracting for Sweeping Services.

20. REQUIRED MONTHLY DOCUMENTATION

CONTRACTOR shall ensure that sweeping equipment shall be equipped with a speed-monitoring device. CONTRACTOR shall submit with the monthly statement the following terms:

A. A Tac-o-graph report showing the speed and miles swept on each sweeper used for this contract or approved GIS hardware/software equipment.
B. Corrective action request/completion/resolution report stating date of complaint/concern with date completed and action required for resolution.
C. Copies of tonnage reports with monthly and/or quarterly reports.
D. CONTRACTOR shall provide equipment report showing all equipment used on the contract for the month with summary of accidents, breakdowns, spills, or other items resulting in downtime of equipment on a route.

21. REQUIRED ANNUAL DOCUMENTATION

CONTRACTOR shall provide the CITY with a summary of all monthly required documentation. Along with a monthly and/or quarterly breakdown for the tonnage report estimation the breakdown of sediment, vegetative, and man-made debris. CITY requires tonnage data to also be separated by watershed, for annual National Pollutant Discharge Elimination System (NPDES) reporting. CONTRACTOR shall track tonnage data by watershed and provide watershed data breakdowns to the CITY annually. See Exhibit C for a watershed map.

22. PREVENTATIVE MAINTENANCE/SPILL RESPONSE

A. CONTRACTOR shall focus on spill prevention, spill control, and spill cleanup at all times while on CITY Street Sweeping activities. CONTRACTOR shall practice safe storage practices of all chemicals and oils at all times while on CITY Street Sweeping activities. CONTRACTOR shall readily cleanup any spills associated with their Sweeping activities including: fuel spillage during refueling activities, hydraulic leaks, etc.
B. CONTRACTOR shall submit a Spill Control Plan, or policy addressing response to spills both internal and external of the organization. CONTRACTOR shall submit a Preventative Maintenance Plan, or policy addressing preventative maintenance internal to the organization.

23. EXTRA WORK AND WARRANTY PERIOD

A. CONTRACTOR shall obtain written approval from the CITY prior to any and all extra work being performed.
B. Any products or services not otherwise specified in this specification shall be negotiated between the CONTRACTOR and the CITY at a price agreed upon by both parties.

24. PERFORMANCE EVALUATION

A. The CONTRACTOR’s performance of the street sweeping services will be reviewed and monitored by the CITY on an ongoing basis.
B. The CITY may review street sweeping routes at any given time with or without the presence of the CONTRACTOR.
C. During these reviews, the CITY may utilize photos or video to document the findings.

EXHIBIT "B"
COMPENSATION

Commencing on July 1, 2023, upon request of Service Provider, the compensation set forth herein may be adjusted, and such rates may be adjusted annually thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), by multiplying the rate by the greater of two percent (2%) or the percentage equal to the change in the Consumer Price Index ("CPI") for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – Riverside-San Bernardino-Ontario average for the thirty-six (36) month period ending on the date of December 31 immediately prior to the applicable Adjustment Date. The rate may not be increased in any given year by more than eight percent (8%).

CITY STREET SWEEPING (effective December 1, 2022)	
DESCRIPTION	**All-Inclusive Cost (Labor, Equipment, and Delivery to City site)**
PER CURB MILE	$43.40 (with parking in City limits)
PER CURB MILE	$48.71 (without parking in City limits)
PER SQUARE FOOT	$0.006 (without manual blowing)
PER SQUARE FOOT	$0.012 (with manual blowing)
PER HOUR	$153.44 (with parking in City limits)
PER HOUR	$156.24 (without parking in City limits)
SPECIAL CALL-OUT	$220.00 (per hour during business hours, 2 HR minimum)

ESTIMATED MILEAGE

Street Name/Subdivision	Frequency	Estimated Curb Miles	Sweeping Location	Notes
Bundy Canyon Rd. (Mission Trail to Sunset Ave.)	2 x month	8.70	Arterial	
Clinton Keith Rd. (Grand Ave. to Eastern City Limits)	2 x month	6.00	Arterial	
Corydon Rd. (Mission Trail to Grand Ave.)	2 x month	1.50	Arterial	South side only. North side is Lake Elsinore.
Grand Ave. (Richard St. to Corydon Rd.)	2 x month	0.15	Arterial	West side only. East side is County.
Grand Ave. (Corydon Rd. to Clinton Keith Rd.)	2 x month	7.40	Arterial	

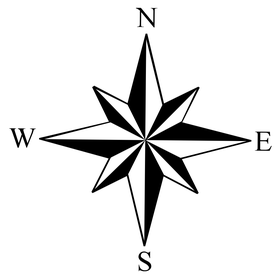
Street Name/Subdivision	Frequency	Estimated Curb Miles	Sweeping Location	Notes
Malaga Rd. (Mission Trail to Auto Center Dr.)	2 x month	0.25	Arterial	South side only. North side is Lake Elsinore.
Mission Trail (Malaga Rd. to Corydon Rd.)	2 x month	1.35	Arterial	East side only. West side is Lake Elsinore.
Mission Trail (Corydon Rd. to Palomar St.)	2 x month	2.60	Arterial	
Palomar St. (Corydon Rd. to Mission Trail)	2 x month	1.60	Arterial	
Palomar St. (Mission Trail to Washington Ave.)	2 x month	7.60	Arterial	
Wildomar Trail (Grand Ave. to Palomar St.)	2 x month	1.00	Arterial	
Wildomar Trail (Palomar St. to Clinton Keith Rd.)	2 x month	6.40	Arterial	
TR 25122	2 x month	2.00	CFD 2013-1, Zone 3	Frontage streets included, unless overlapping with arterial streets which have been previously accounted for.
TR 31479	2 x month	1.00	CFD 2013-1, Zone 2	
TR 32078	2 x month	1.00	CFD 2013-1, Zone 3	
TR 36497	2 x month	1.15	CFD 2013-1, Zone 5	
Total Curb Miles		**49.70**		
Times Swept Per Month		**2**		
Total Monthly Curb Miles		**99.40**		

Location/Address	Frequency	Estimated Area (SF)
Marna O'Brien Park (Parking Lot)	2 x month	58,500
Total Area		58,500
Times Swept Per Month		**2**
Total Monthly Area		**117,000**

EXHIBIT "C"
PROJECT LOCATION MAPS
(2 PAGES)

Wildomar Street Sweeping Map





Legend

Street Sweeping
Side of the Road

- Both
- East
- South
- West
- Streets

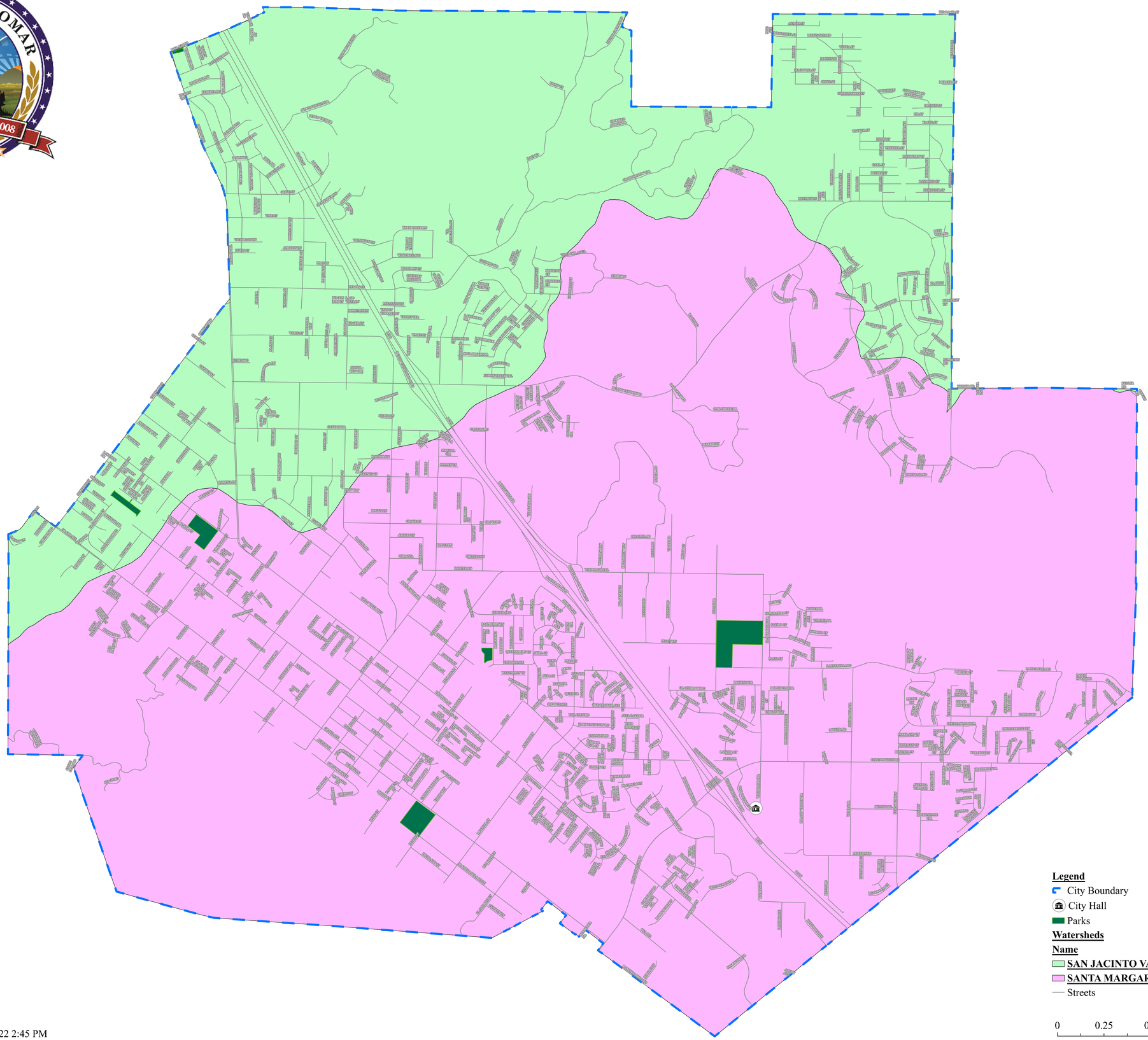
Tracts

- **TR 25122**
- **TR 31479**
- **TR 32078**
- **TR 36497**
- City Boundary
- Marna O'Brien Park Parking Lot

0 0.25 0.5 1 Miles

Date Saved: 10/18/2022 3:57 PM

Wildomar Watershed Boundaries Map



Date Saved: 10/18/2022 2:45 PM

EXHIBIT "D"

PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

(a) C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the CITY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the CITY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars ($200.00)

to the CITY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for

any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the CITY, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the CITY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the CITY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the CITY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the CITY of the location of payroll records, including the street address, city and CITY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the

requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the CITY, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the CITY a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one- half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR

pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

i. The certified payroll must be submitted at least monthly to the Labor Commissioner.

ii. The CITY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

iii. The certified payroll records must be in a format prescribed by the Labor Commissioner. **C8.2**. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 –

230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR's requirement to provide notification (i.e. DAS- 140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification "announcement" of the CONTRACTOR's participation on a public works project—it is not a request for the dispatch of an

apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

C9.2.2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license (“Owner-Operator”)

and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under $30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, CITY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that

training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

EXHIBIT "E"

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 $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

Other Insurance Provisions

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

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as 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
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: November 9, 2022

SUBJECT: Palomar Street Widening (Phase 2) - Right-of-Way Acquisition (CIP 028-2)

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke, Senior Project Manager

ACTION:
Adopt a resolution entitled:

RESOLUTION NO. 2022-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS AND OTHER RELATED DOCUMENTS FOR ACQUISITION OF REAL PROPERTY REQUIRED FOR THE PALOMAR STREET WIDENING PROJECT (CIP 028-2)

SUMMARY:
The Palomar Street Improvements from Wildomar Trail to Gruwell Street (CIP 028-2) require right-of-way acquisition from adjacent property owners. City Council action is required to authorize the City Manager to sign the various right of way agreements and documents.

BACKGROUND:
Included in the 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 project are the Phase 1 improvements to the Wildomar Cemetery and the improvement of Gruwell Street along the Cemetery frontage (Attachment A). The project is programmed in FY 22/23. Right-of-way acquisition is required to complete the project.

DISCUSSION:
Project design and the preparation of construction plans is continuing and scheduled for completion in early 2023. Right-of-way for the project is required from 14 parcels as shown in Attachment B. The right-of-way property appraisals are complete and negotiations with the various property owners are being initiated. The next step is to execute formal acquisition agreements and property transfer documents between the City and the affected property

owners. The attached resolution (Attachment C) authorizes the City Manager to execute the required documents.

Right-of-way will also be necessary from the Wildomar Cemetery District. That right-of-way is not included in this action and will be brought back to the City Council at a future date for further action.

FISCAL IMPACT:
The project was approved by the City Council as part of the 5-Year CIP. Funding for the right-of-way acquisition will come from Transportation Uniform Mitigation Fees (TUMF) and will be reimbursed by WRCOG through the existing TUMF Funding Agreement for the Palomar Street project.

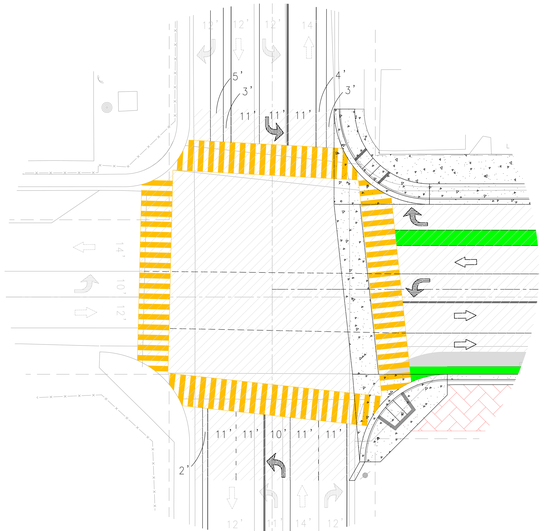
There is no impact to the General Fund.

ACCOUNT CODE:
Estimated cost = $187,860
Account = 503-912

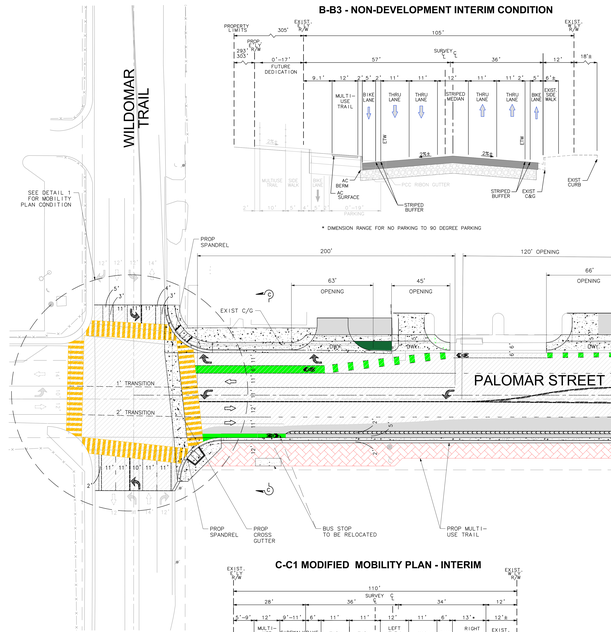
ATTACHMENTS:
A - Project Exhibit
B - Right-of-Way Map
C - Resolution

CONCEPTUAL ALIGNMENT EXHIBIT

AUGUST 31, 2021

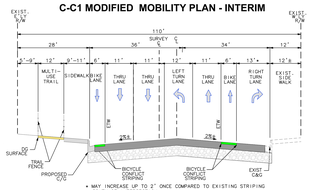


DETAIL 1
SCALE 1"=10'

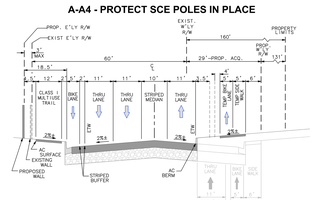


B-B3 - NON-DEVELOPMENT INTERIM CONDITION

C-C1 MODIFIED MOBILITY PLAN - INTERIM



A-A4 - PROTECT SCE POLES IN PLACE



FOR GRUWELL STREET WEST OF PALOMAR STREET SEE SHEET 3

FOR PALOMAR STREET NORTH OF GRUWELL STREET SEE SHEET 2

FOR GRUWELL STREET EAST OF PALOMAR STREET SEE SHEET 3

LEGEND

- EXISTING RIGHT OF WAY
- EXISTING CENTER LINE
- EXISTING CURB AND GUTTER
- EXISTING SIDEWALK
- CALTRANS STRIPING DETAIL 12
- CALTRANS STRIPING DETAIL 22
- CALTRANS STRIPING DETAIL 29
- CALTRANS STRIPING DETAIL 38
- SOLID WHITE STRIPE
- PROPOSED RIGHT OF WAY
- PROPOSED CENTER LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED SCHOOL CROSS WALK
- PROPOSED CROSS WALK
- PROPOSED BUFFER
- PROPOSED WALL
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE
- EXISTING PAVING
- PROPOSED PAVERS
- PROPOSED LANDSCAPING
- PROPOSED BIKE LANE STRIPING
- PROPOSED MULTI-USE TRAIL



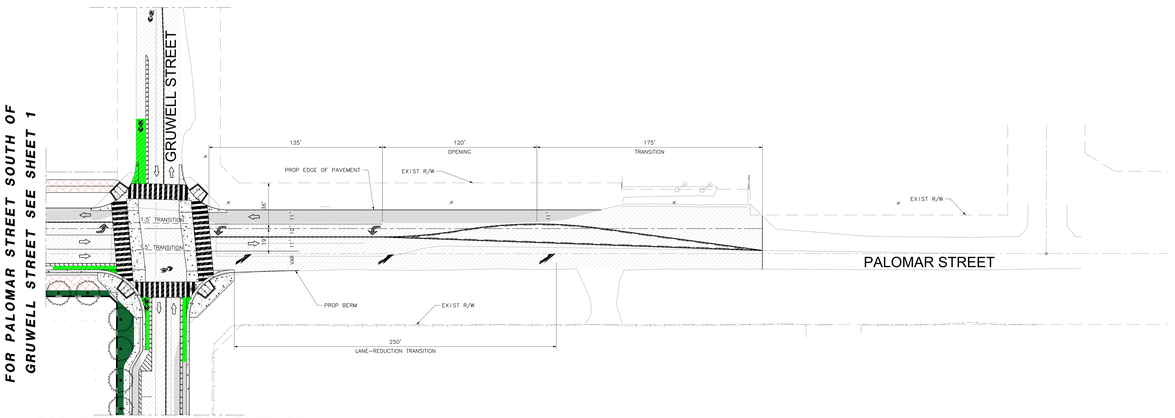
CITY OF WILDOMAR		SHEET NO.
CEMETERY IMPROVEMENTS AND PALOMAR STREET WIDENING CONCEPTUAL ALIGNMENT EXHIBIT		1 of 4 sheets
FOR:	W.O.	CITY FILE NO.

CONCEPTUAL ALIGNMENT EXHIBIT

AUGUST 31, 2021

FOR GRUWELL STREET WEST OF PALOMAR STREET SEE SHEET 3

FOR PALOMAR STREET SOUTH OF GRUWELL STREET SEE SHEET 1



FOR GRUWELL STREET EAST OF PALOMAR STREET SEE SHEET 3

LEGEND

- EXISTING RIGHT OF WAY
- EXISTING CENTER LINE
- EXISTING CURB AND GUTTER
- EXISTING SIDEWALK
- CALTRANS STRIPING DETAIL 12
- CALTRANS STRIPING DETAIL 22
- CALTRANS STRIPING DETAIL 29
- CALTRANS STRIPING DETAIL 38
- SOLID WHITE STRIPE
- PROPOSED RIGHT OF WAY
- PROPOSED CENTER LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED SCHOOL CROSS WALK
- PROPOSED CROSS WALK
- PROPOSED BUFFER
- PROPOSED WALL
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE
- EXISTING PAVING
- PROPOSED PAVERS
- PROPOSED LANDSCAPING
- PROPOSED BIKE LANE STRIPING
- PROPOSED MULTI-USE TRAIL

GRAPHIC SCALE
1" = 20'

CITY OF WILDOMAR

CEMETERY IMPROVEMENTS AND PALOMAR STREET WIDENING
CONCEPTUAL ALIGNMENT EXHIBIT

SHEET NO. 2 OF 4 SHEETS

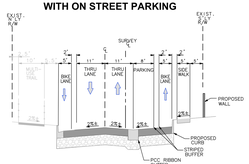
FOR: W.O. CITY FILE NO.

C:\Users\ajohnson\Documents\ACCDocs\Cemetery and Palomar Widening\Conceptual Alignment Exhibit\Project Files\Exhibit Sheets.dwg

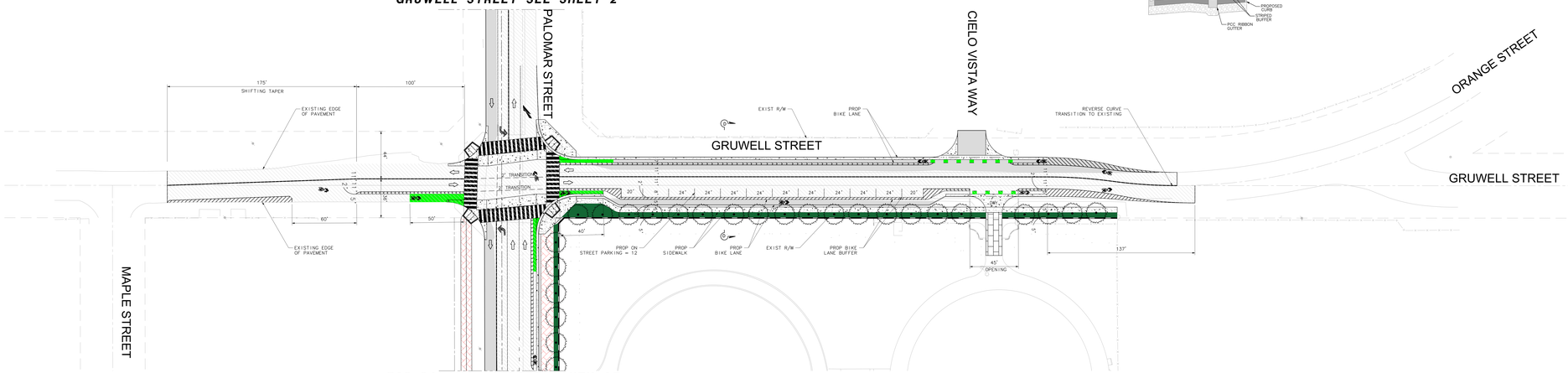
CONCEPTUAL ALIGNMENT EXHIBIT

AUGUST 31, 2021

D-D2 - NON-DEVELOPMENT INTERIM CONDITION WITH ON STREET PARKING



FOR PALOMAR STREET NORTH OF GRUWELL STREET SEE SHEET 2



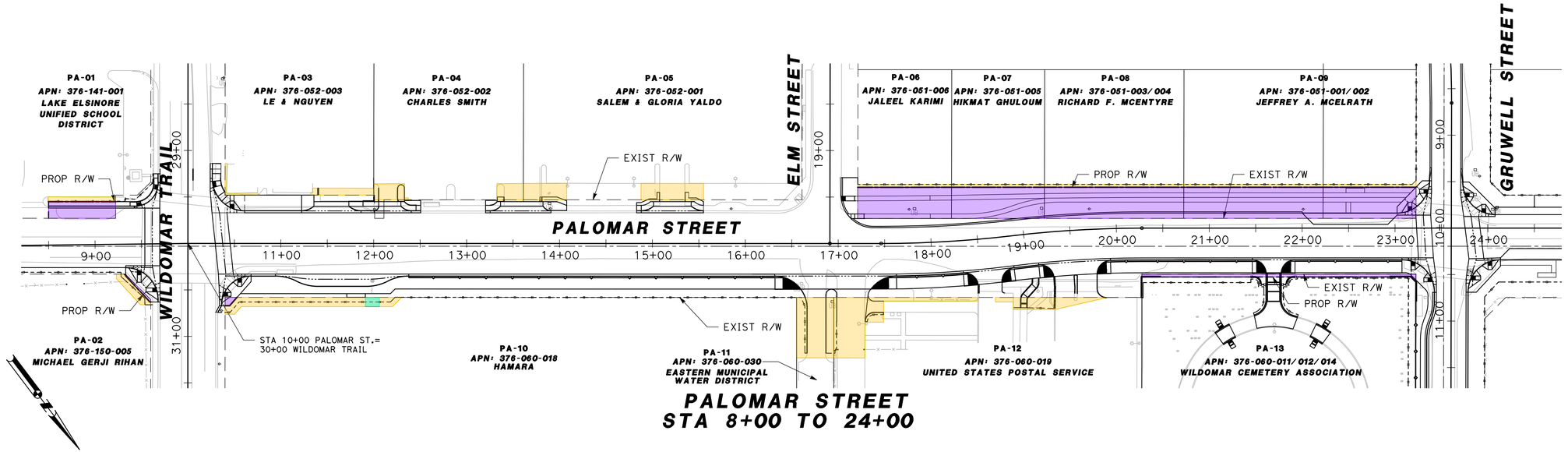
FOR PALOMAR STREET SOUTH OF GRUWELL STREET SEE SHEET 1

LEGEND

- EXISTING RIGHT OF WAY
- EXISTING CENTER LINE
- EXISTING CURB AND GUTTER
- EXISTING SIDEWALK
- CALTRANS STRIPING DETAIL 12
- CALTRANS STRIPING DETAIL 22
- CALTRANS STRIPING DETAIL 29
- CALTRANS STRIPING DETAIL 38
- SOLID WHITE STRIPE
- PROPOSED RIGHT OF WAY
- PROPOSED CENTER LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED SCHOOL CROSS WALK
- PROPOSED CROSS WALK
- PROPOSED BUFFER
- PROPOSED WALL
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE
- EXISTING PAVING
- PROPOSED PAVERS
- PROPOSED LANDSCAPING
- PROPOSED BIKE LANE STRIPING
- PROPOSED MULTI-USE TRAIL

GRAPHIC SCALE
1" = 20'

CITY OF WILDOMAR	SHEET NO.
CEMETERY IMPROVEMENTS AND PALOMAR STREET WIDENING CONCEPTUAL ALIGNMENT EXHIBIT	3 of 4 sheets
FOR:	W.O.
	CITY FILE NO.



PALOMAR STREET
STA 8+00 TO 24+00

GRUWELL STREET
STA 7+50 TO 16+50

GRAPHIC SCALE
1" = 60'

LEGEND

- PROPOSED RIGHT OF WAY ACQUISITION
- PROPOSED EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING RIGHT OF WAY
- EXISTING PROPERTY LIMITS
- EXISTING CENTER LINE
- EXISTING CURB AND GUTTER
- EXISTING SIDEWALK
- PROPOSED RIGHT OF WAY
- PROPOSED CENTER LINE
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED SCHOOL CROSS WALK
- PROPOSED CROSS WALK

PARCEL ID	APN	PROP. R/W ACQUISITION AREA (SF)	PROP. EASEMENT AREA (SF)	TEMPORARY CONSTRUCTION EASEMENT AREA (SF)	OWNER
PA-01	376-141-001	1,299	N/A	365	LAKE ELSINORE UNIFIED SCHOOL DISTRICT
PA-02	376-150-005	72	N/A	412	MICHAEL GERJI RIHAN
PA-03	376-052-003	N/A	N/A	635	LE & NGUYEN
PA-04	376-052-002	N/A	N/A	1,074	CHARLES SMITH
PA-05	376-052-001	N/A	N/A	2,010	SALEM & GLORIA YALDO
PA-06	376-051-006	3,382	N/A	303	JALEEL KARIMI
PA-07	376-051-005	3,350	N/A	300	HIKMAT GHULOUM
PA-08	376-051-003/004	5,025	N/A	450	RICHARD F. MCENTYRE
PA-09	376-051-001/002	8,375	N/A	760	JEFFREY A. MCELRATH
PA-10	376-060-018	81	150	1,885	HAMARA
PA-11	376-060-030	N/A	N/A	2,602	EASTERN MUNICIPAL WATER DISTRICT
PA-12	376-060-019	N/A	N/A	4,185	UNITED STATES POSTAL SERVICE
PA-13	376-060-011/012/014	901	N/A	N/A	WILDOMAR CEMETERY ASSOCIATION

DIGALERT
DIAL BEFORE YOU DIG — TOLL FREE 1-800-422-4133 — TWO WORKING DAYS BEFORE YOU DIG
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE COUNTY.

MARK	BY	DATE	REVISIONS	DATE	ENGR.	CITY	DATE

ENGINEER

CITY OF WILDOMAR

XXXX — DATE

XXX — DATE

MARK THOMAS
10630 TOWN CENTER DR., SUITE 117
RANCHO CUCAMONGA, CA 91730
(909) 291-7246

PREPARED UNDER THE SUPERVISION OF:
JOSHUA D. COSPER

DESIGNED BY: ___ CHECKED BY: ___
R.C.E. NO.: 71667
DATE: ___

BENCHMARK:
THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE COUNTY OF RIVERSIDE BENCH MARK NO. E-21, U.S.C. & G.S. DESIGNATION 1254, (YEAR 1970). STANDARD DISK

ATWILDOMAR, IN THE SOUTH WEST CORNER OF THE INTERSECTION OF CENTRAL STREET AND PALOMAR STREET, 50 FEET SOUTH OF THE CENTERLINE OF CENTRAL STREET, 70 FEET WEST OF THE CENTERLINE OF PALOMAR STREET, 142 FEET NORTHEAST OF THE WILDOMAR SCHOOL AND ABOUT 125 FEET SOUTH OF THE POST OFFICE. A STANDARD DISK SET IN DRILL HOLE IN THE BASE OF THE WILDOMAR SCHOOL BELL TOWER, 6 INCHES WEST OF THE NORTHWEST CORNER OF THE TOWER.

ELEVATION 1255.326'

CITY OF WILDOMAR
CEMETERY IMPROVEMENTS AND PALOMAR ST. WIDENING RIGHT OF WAY PLAN

SHEET NO. 1 OF 1 SHEETS

FOR: | W.O. | CITY FILE NO.

J:\WILDOMAR-21-00062--CEMETERY ADA-PALOMAR WIDEN\CADD_2018\EXHIBITS\WILDOMAR ROW SHEET.DWG 7/27/2022 11:11:51 AM

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS AND OTHER RELATED DOCUMENTS FOR ACQUISITION OF REAL PROPERTY REQUIRED FOR THE PALOMAR STREET WIDENING PROJECT (CIP 028-2)

WHEREAS, on May 11, 2022, the City Council approved the terms of and directed the City Manager to execute an agreement with Interwest Consulting Group ("Consultant") for right of way acquisition services related to the Palomar Street Widening Project, (CIP 028-2) ("Project"), and;

WHEREAS, the Project will widen Palomar Street from Wildomar Trail to Gruwell Street to add travel lanes, bike lanes, a multipurpose trail, curbs, gutters, and sidewalks; and

WHEREAS, the design for the Project identified fourteen (14) parcels which are necessary to acquire in part, via either acquisition of fee title or an easement; and

WHEREAS, the Consultant is actively engaged in performing the acquisitions required to move the Project forward; and

WHEREAS, prior to acquisition, each parcel or interest to be acquired is appraised so that the City can offer a purchase price consistent with the law regarding expenditures of public funds; and

WHEREAS, after appraisal the City makes an offer to the owner of the parcel or interest and if agreement is reached on price, then it is usually the case that the parties want to expeditiously proceed to the execution of a formal agreement documenting the transaction; and

WHEREAS, it is within the authority of the City Council to delegate to the City Manager the authority to execute purchase and sale agreements for real property interests required for the Project; and

WHEREAS, by defining the scope of the City Manager's authority in executing purchase and sale agreements, the City Council will retain ultimate control over the acquisition process.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Wildomar, California as follows:

1. The City Council delegates to the City Manager the authority to execute purchase and sale agreements for fee title, temporary easements, and permanent easements required for the Project. This delegation of authority shall allow the City Manager to negotiate terms for each purchase and sale, including price, in accordance with the direction provided by the City Council.

2. If in the course of negotiating for fee title and/or easement interests the Consultant and the owner reach agreement, the City Manager may execute such agreements as are necessary to conclude the purchase. The City Manager may, subsequent to execution of the agreements, take any other actions necessary to complete the purchase of fee title, temporary easements, and permanent easements necessary for the Project including, but not limited to, execution of certificates of acceptance and recordation of documents.

3. The City Council finds that this delegation of authority is in the best interests of the City and the Project because it will allow acquisitions to be timely processed while still allowing the City Council to retain final approval over exceptional cases.

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

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.16
Meeting Date: November 9, 2022

SUBJECT: HDL Business Registration- Second Amendment to Extend Agreement One Year

SUBMITTED BY: Robert Howell

PREPARED BY: James Riley, Project Consultant

ACTION:
Approve and authorize the City Manager to execute an amendment with HDL Software LLC (HDL) for Business Registration services to exercise the option to extend the term of the agreement one year, to December 11, 2023, as noted in Section 1. Term of Agreement, in the Original Agreement dated December 11, 2019.

SUMMARY:
The City of Wildomar (City) entered into an Agreement for Services ("Agreement") dated December 11, 2019, with HDL for Business Registration services. The City would like to amend the agreement to exercise the option to extend the term of the agreement for one year, to December 11, 2023, as noted in the Original Agreement in Section 1. Term of Agreement.

FISCAL IMPACT:
No Fiscal Impact.

ATTACHMENTS:
HDL Business Registration-2nd Amendment 11-9-2022 .docx

SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF WILDOMAR AND HDL SOFTWARE LLC

This Second Amendment to Agreement for Services between City of Wildomar and HDL Software LLC ("Second Amendment"), which is dated November 9, 2022 ("Effective Date") is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and HDL Software LLC, a California Limited Liability Company ("Service Provider") as follows:

RECITALS

A. City and Service Provider entered into an Agreement for Services ("Agreement") dated December 11, 2019.

B. The City and Service Provider entered into a First Amendment their Agreement effective May 11, 2022 to revise the compensation (Exhibit "B") for Discovery services for the initial service period of July 1, 2022 to June 30, 2023 to $50.00 per processed account instead of the contingency fee of 35% of revenues received because of service. This amendment was made since the City is waiving business registration fees for unregistered businesses for one year. All subsequent Discovery services will follow the compensation terms in the original agreement.

C. The City and Service Provider would like to enter into a Second Amendment effective November 9, 2022 to exercise the option to extend the term of the agreement one year, to December 11, 2023, as noted in the Original Agreement, Section 1. Term of Agreement.

OPERATIVE PROVISIONS

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:

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

1. **Section 1. Term of Agreement.** The City exercises its first option in the Original Agreement to extend the agreement one year, to December 11, 2023.

GENERAL PROVISIONS.

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

3. **Integration**. This Second Amendment constitutes the entire understanding and agreement of the parties and supersedes all

negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

4. **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

THE CITY OF WILDOMAR

By:_____
Dan York
City Manager

HDL SOFTWARE LLC

By: _____
Andrew Nickerson
President/ CEO

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.17
Meeting Date: November 9, 2022

SUBJECT: Acceptance of Public Improvements for Tract 36497 (Project No. 14-0010) by Lennar Homes of California, Inc., a California corporation

SUBMITTED BY: Emily Stadnik

PREPARED BY: Emily Stadnik, Land Development Manager

ACTION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 36497, LENNAR HOMES OF CALIFORNIA, INC.

BACKGROUND:

Tract Map 36497, also known as Briarwood, is a residential subdivision of approximately 23 acres into 67 single family residential lots, and one open space lot for water quality and detention purposes. The subdivision is located on the southwest side of Prielipp Road and Elizabeth Lane. The vicinity map (Attachment A) illustrates the location of the project site and surrounding area.

A Subdivision Improvement Agreement (SIA) and Public Improvement Agreement for Tract 36497 were executed on September 10, 2014, between the City of Wildomar and the owner, Lennar Homes of California, Inc. The final map for Tract 36497 was also approved on September 10. 2014.

Special Tax Lien for Community Facilities District (CFD) 2013-1 Annexation No. 3 for Tract 36497 was recorded on October 27, 2015.

DISCUSSION:

The Developer has completed the required public improvements and the City's Public Works Department has completed the inspections of the public improvements. Staff is recommending that the improvements be accepted at this time.

FISCAL IMPACT:

The City will be responsible to maintain the public improvements built by Tract 36497, as identified in Attachment B (CFD Maintenance Exhibits). Costs associated with maintenance will be paid from the special taxes associated with Tract 36497 annexation into Community Facilities District (CFD) 2013-1.

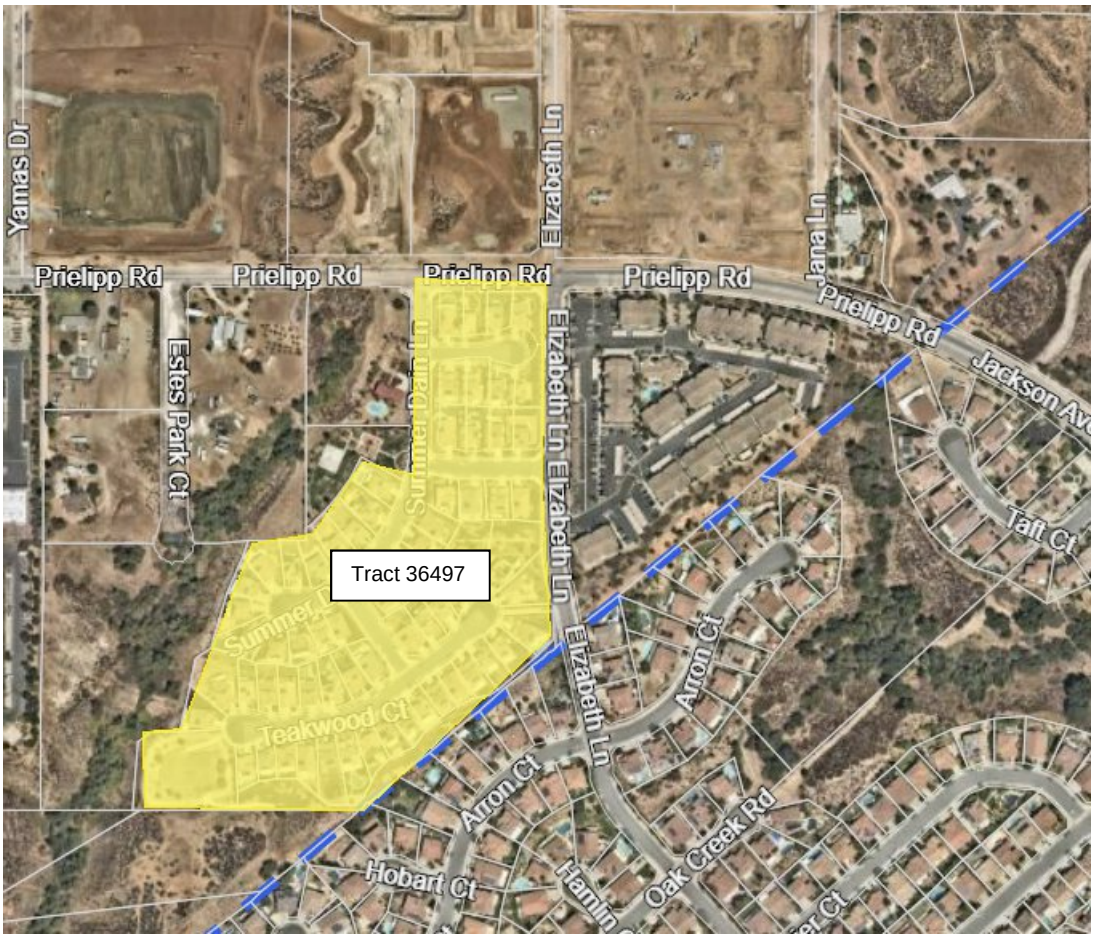
ATTACHMENTS:

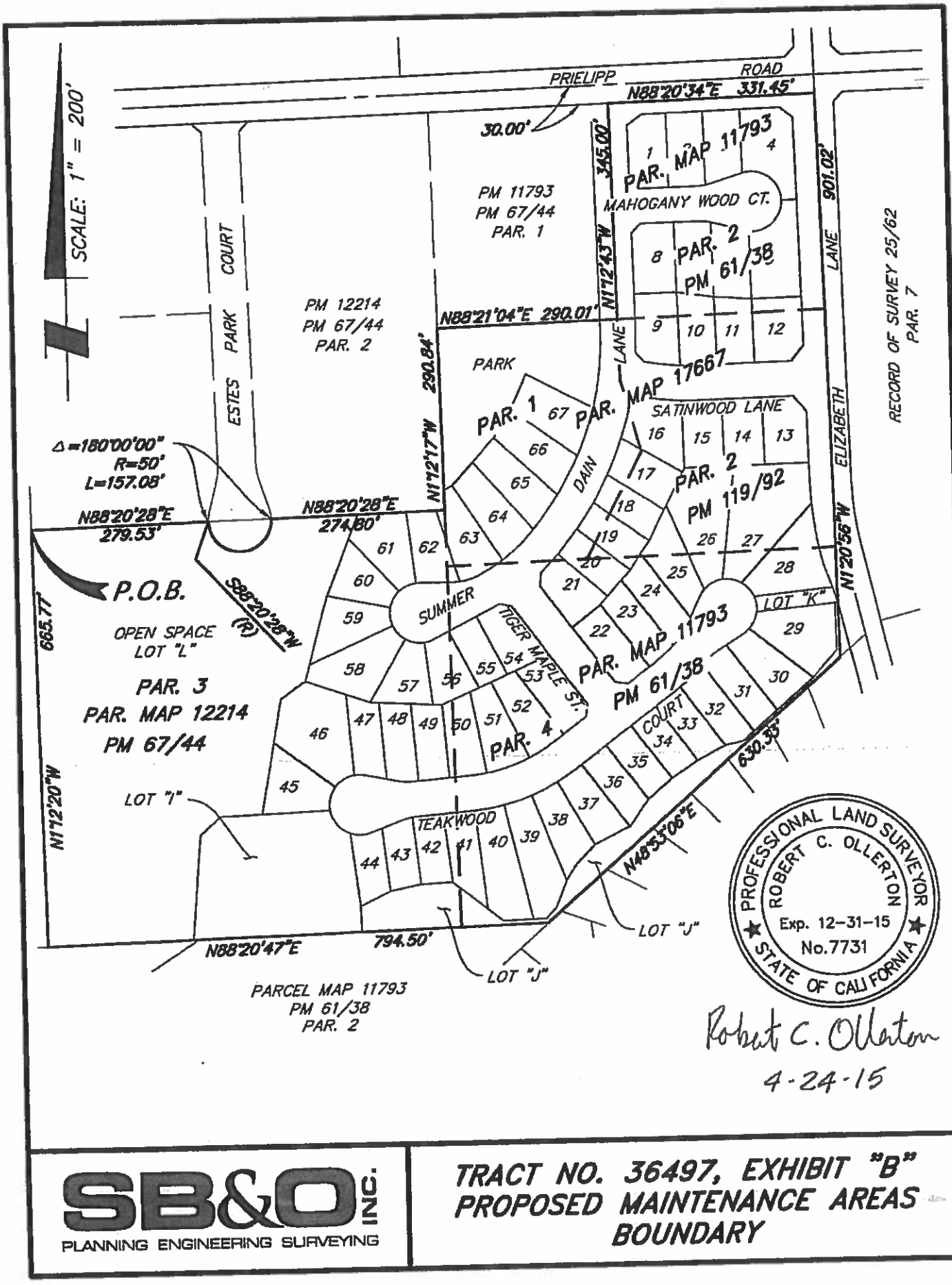
ATTACHMENT A - Vicinity Map.docx
ATTACHMENT B - CFD Maintenance.pdf
ATTACHMENT C - Resolution

ATTACHMENT A

(Site Location Map for Tract 36497)

Aerial Image of Tract 36497 (highlighted)





SB&O INC.
PLANNING ENGINEERING SURVEYING

TRACT NO. 36497, EXHIBIT "B"
PROPOSED MAINTENANCE AREAS BOUNDARY

FILE NAME: I:\69552 WLDOMAR 23\DWG\EX\69552EX06.DWG, PLOTTED BY: ROBERT OLLERTON ON 4/24/2015 10:55 AM

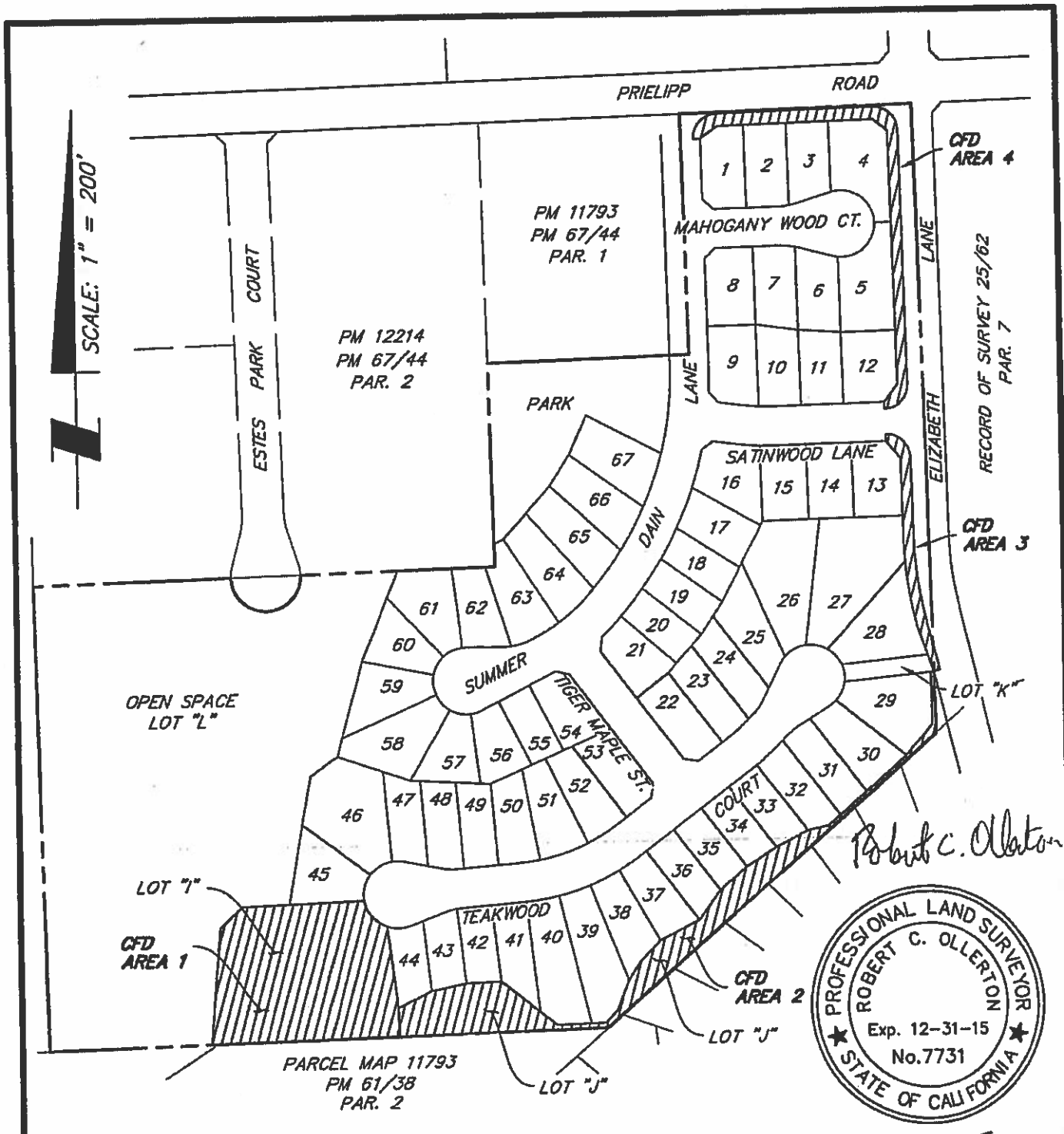
Gross Property.txt

Parcel name: TR-GROSS

```
   North: 11515.8907          East : 10852.2767
Line  Course: S 88-20-34 W  Length: 331.45
        North: 11506.3052          East : 10520.9653
Line  Course: S 01-12-43 E  Length: 345.00
        North: 11161.3823          East : 10528.2623
Line  Course: S 88-21-04 W  Length: 290.01
        North: 11153.0374          East : 10238.3724
Line  Course: S 01-12-17 E  Length: 290.84
        North: 10862.2617          East : 10244.4873
Line  Course: S 88-20-28 W  Length: 274.80
        North: 10854.3065          East : 9969.8024
Curve  Length: 157.08              Radius: 50.00
        Delta: 180-00-00          Tangent: None
        Chord: 100.00              Course: S 88-20-28 W
    Course In: S 88-20-28 W    Course Out: S 88-20-28 W
    RP  North: 10852.8591          East : 9919.8234
    End North: 10851.4116          East : 9869.8444
Line  Course: S 88-20-28 W  Length: 279.53
        North: 10843.3195          East : 9590.4315
Line  Course: S 01-12-20 E  Length: 665.77
        North: 10177.6969          East : 9604.4389
Line  Course: N 88-20-47 E  Length: 794.50
        North: 10200.6237          East : 10398.6080
Line  Course: N 48-53-06 E  Length: 630.33
        North: 10615.1114          East : 10873.4931
Line  Course: N 01-20-56 W  Length: 901.02
        North: 11515.8817          East : 10852.2828

   Perimeter: 4960.32   Area: 1,045,593 sq.ft. 24.00 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0109              Course: S 34-20-56 E
  Error North: -0.00897             East : 0.00613
Precision  1: 455,076.15
```



CFD AREA 1 = 1.09 AC. (DRAINAGE BASIN)
CFD AREA 2 = 0.63 AC. (SLOPES)
CFD AREA 3 = 0.12 AC. (LANDSCAPING)
CFD AREA 4 = 0.27 AC. (LANDSCAPING)

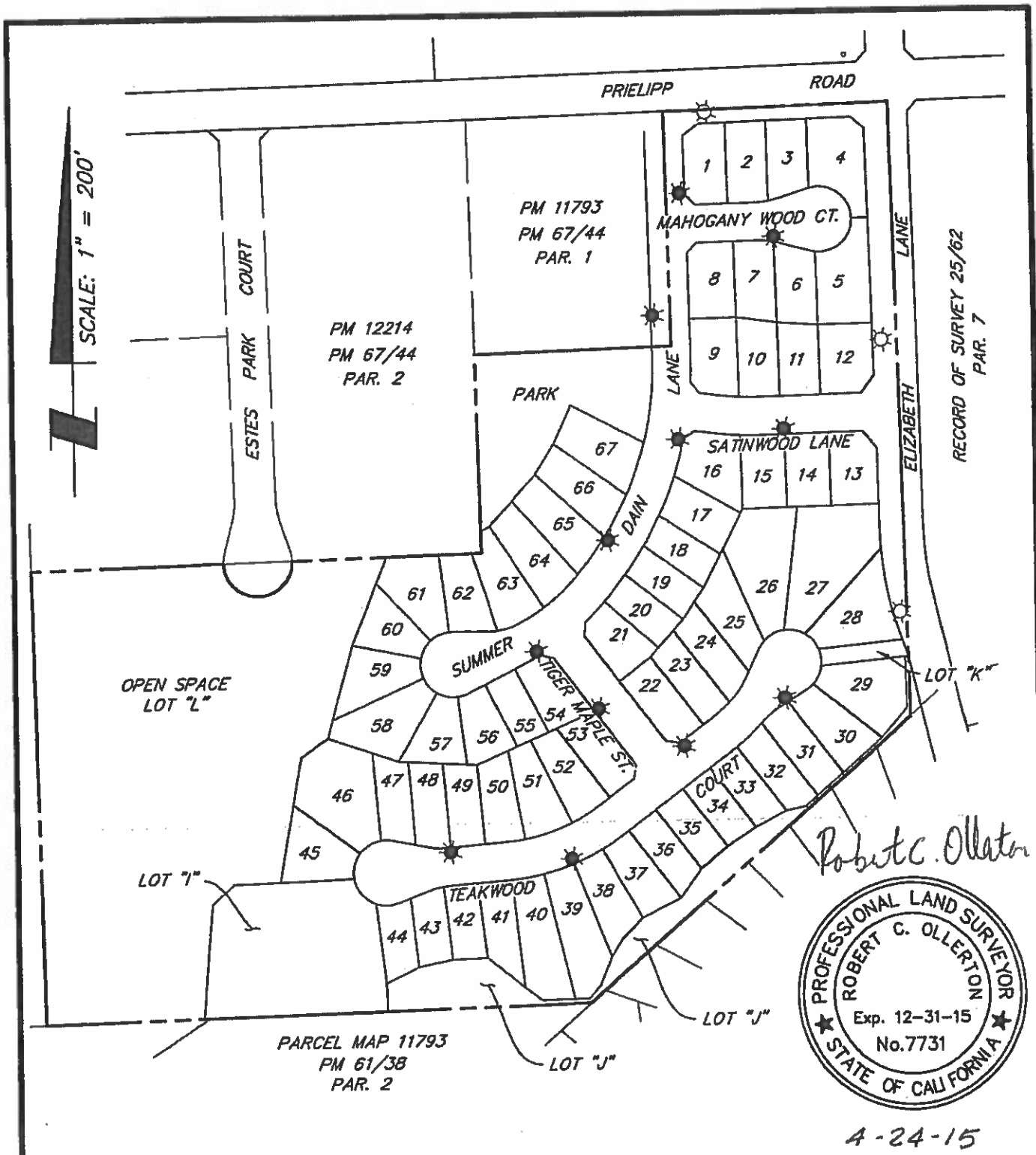
LEGEND

AREA TO BE MAINTAINED BY CFD

SB&O INC.
PLANNING ENGINEERING SURVEYING

TRACT NO. 36497, EXHIBIT "C"
PROPOSED MAINTENANCE AREAS
COMMUNITY FACILITIES DISTRICT

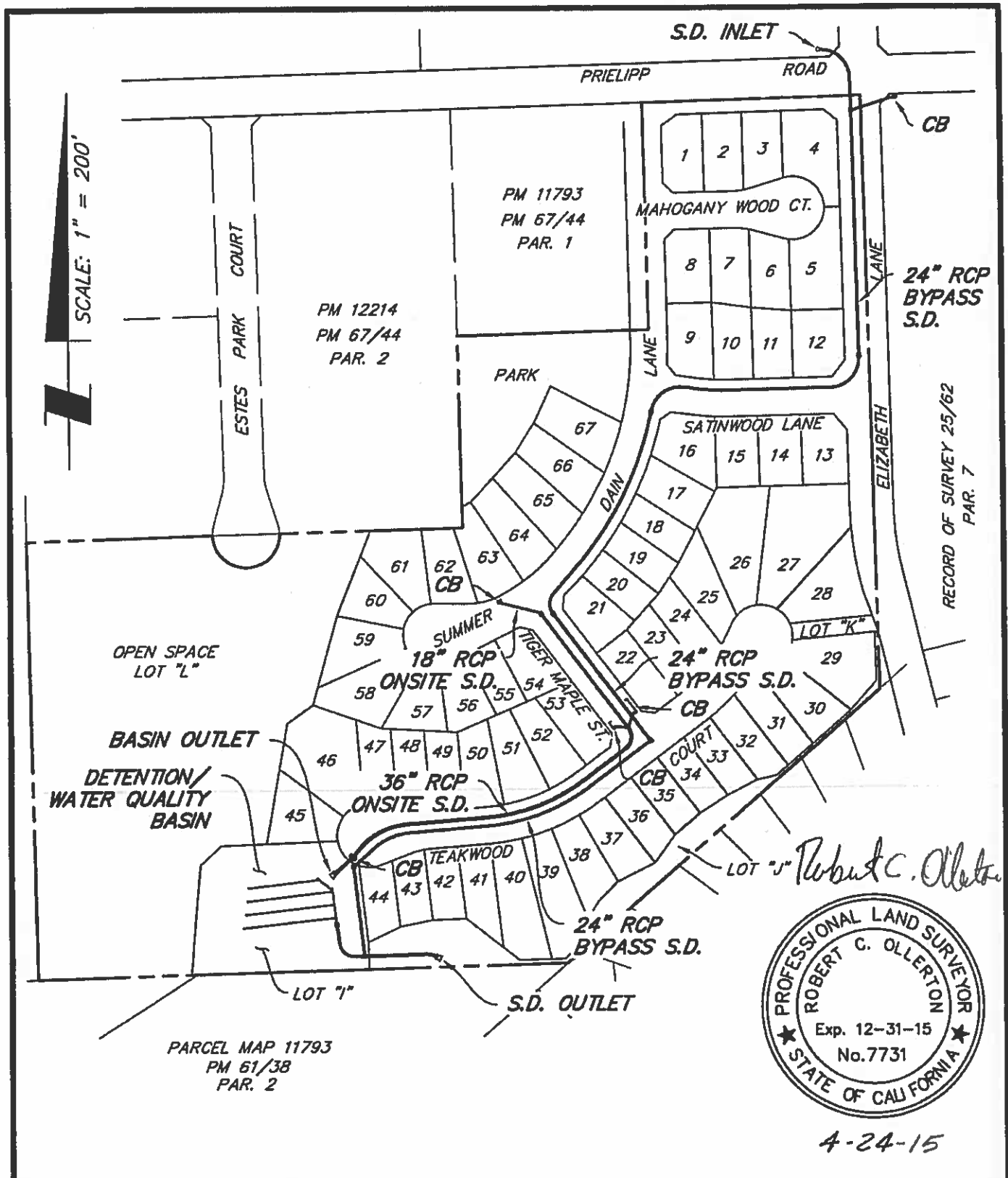
FILE NAME: I:\69552 WILDOMAR 23\DWG\EX\69552EX06.DWG, PLOTTED BY: ROBERT FOTO ON 4/16/2015 10:50 AM



SB&O INC.
PLANNING ENGINEERING SURVEYING

TRACT NO. 36497, EXHIBIT "D"
PROPOSED MAINTENANCE AREAS
STREET LIGHT

FILE NAME: I:\69552 WILDOMAR 23\DWG\EX\69552EX06.DWG, PLOTTED BY: ROBERT FOTO ON 4/16/2015 10:47 AM



SB&O INC.
PLANNING ENGINEERING SURVEYING

TRACT NO. 36497, EXHIBIT "E"
PROPOSED MAINTENANCE AREAS
STORM DRAIN

FILE NAME: I:\69552 WLDOMAR 23\DWG\EX\69552EX06.DWG, PLOTTED BY: ROBERT FOTO ON 4/20/2015 10:07 AM

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 36497, LENNAR HOMES OF CALIFORNIA, INC.

WHEREAS, Lennar Homes of California, Inc., proposed development of Tract 36497 which included, in part, the construction of public improvements; and

WHEREAS, on September 10, 2014, the City Council approved the final map for Tract 36497 and accepted offers of dedication made on the final map for public road and public utility purposes, and as part of the City maintained road system, subject to improvements in accordance with City and County standards; and

WHEREAS, on September 10, 2014, Subdivision Improvement Agreement and Public Improvement Agreement for Tract 36497 were executed between the City of Wildomar and Lennar Homes of California, Inc.; and

WHEREAS, Lennar Homes of California, Inc. has completed the public improvements and the City is ready to accept the improvements into the City maintained road system.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on November 9, 2022, the following:

1. The City Council accepts the completed required public improvements within Tract 36497 and as part of the City maintained road system.

PASSED, APPROVED, AND ADOPTED THIS 9th DAY OF NOVEMBER, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Tom D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: November 9, 2022

SUBJECT: Ordinance No. 224 & 225 - 2nd Readings (California Building Codes Update)

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi, Planning Director

ACTION:
1. Approve an Ordinance entitled:

ORDINANCE NO. 224
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO

2. Approve an Ordinance entitled:

ORDINANCE NO. 225
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

BACKGROUND:
The California Building Standards Commission (CBSC) is the regulatory body that is responsible for the review and adoption of building standards to be used throughout the state of California. These regulations are the minimum standard used in order to preserve life, safety, health, and welfare in the construction, alteration, and repair of the built environment. The CBSC updates these codes every three (3) years. The 2022 California Building

Standards Code go into effect on January 1, 2023.

DISCUSSION:
The City Council approved the first readings of Ordinance No. 224 and 225 at the October 12, 2022, City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinances No. 224 and 225.

FISCAL IMPACT:
n/a

ATTACHMENTS:
Attach A - Ordinance No. 224.docx
Attach B - Ordinance No. 225.docx

ATTACHMENT A

ORDINANCE NO. 224

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO.

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

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2022 update to the California Building Standards Code ("2022 Code") and made those updates available to the public by July 1, 2022.

4. The 2022 Code takes effect in all jurisdictions on January 1, 2023, under California Health and Safety Code section 17958 and 2019 California Building Code, Appendix Chapter 1, Section 101.4.

5. California Health and Safety code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2022 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2022 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, and 15.52 of the Wildomar Municipal Code.

8. On October 12, 2022, the City Council held first reading of an ordinance to amend Chapters 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, 15.40 and 15.52 of the Wildomar Municipal Code, to adopt and amend the 2022 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2022 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 15.08, 15.12, 15.16, 15.18, 15.20,15.22, 15.24, 15.28, 15.32, 15.38, 15.40 and 15.52 of the Wildomar Municipal Code, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Moreover, State law provides that the 2022 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2022 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2022 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar and are required to be noted in Table 301.2(1) as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 15.08

Chapter 15.08 of the Wildomar Municipal Code is amended to read in its entirety as follows:

15.08.010 Adopted by Reference. The 2022 California Administrative Code, (California Code of Regulations, Title 24, Part 1) as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2022 California Administrative Code shall be on file in the office of the City Clerk.

SECTION 5 Amendment of Chapter 15.12.

Chapter 15.12 of the Wildomar Municipal Code is amended to read in its entirety as follows:

Chapter 15.12
Building Code

Sections:

15.12.010 Building Code Adopted
15.12.020 Fees
15.12.030 Board of Appeals

15.12.010 Adoption by Reference-Building Code. Except as hereinafter changed or modified, the 2022 California Building Code (California Code of Regulations, Title 24, Part 2), along with Appendices C, I, H, and J, of that certain building code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2022 California Building code, including the above-designated appendices, shall be on file in the office of the City Clerk.

15.12.020 Fees. Chapter 1, Section 1.8.4. Permit Fees, Applications and Inspections is amended by adding the following:

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in accordance with the schedule as established by resolution of the City Council of the City of Wildomar.

15.12.030 Board of Appeals.

A. Section 1.8.8.1 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Board of Appeals. The Building Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business. In the event the City Council fails to appoint such a Board, the Planning Commission shall function as such.

B. Section 1.8.8.2 of Chapter 1 is repealed in its entirety.

C. Section 1.8.8.3 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.3 Appeals. Except as otherwise provided in law, any person, firm or corporation adversely affected by a decision, order or determination by a city, county, or city and county relating to the application of building standards published in the California Building Standards Code, or any other applicable rule or regulation adopted by the Department of Housing and Community Development, or any lawfully enacted ordinance the City, may appeal the issue for resolution to the Building Board of Appeals.

D. Section 1.8.8 of Chapter 1 is further amended by adding the following sections:

1.8.8.4 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this code.

1.8.8.5 Qualifications. The Building Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City. The Building Official shall act as secretary to the Board.

1.8.8.6 Accessibility Appeals Board. In order to conduct the hearings on written appeals regarding action taken by the Building Official and to ratify certain exempting actions of the Building Official in enforcing the accessibility requirements of Title 24 of the California Code of Regulations for privately-funded construction, to serve as an advisor to the Building Official on disabled access matters, and to make recommendations to the City Council on appeals of decisions made by the Building Official on City-funded buildings, there shall be an Accessibility Appeals Board. The Accessibility Appeals Board shall consist of five members. Two members of the Appeals Board shall be physically disabled persons, two members shall be persons experienced in construction, and one member shall be a public member. The Building Official shall act as Secretary to the Board. The members of the Accessibility Appeals Board shall be appointed by the City Council and shall hold office at its pleasure.

The Accessibility Appeals Board may approve or disapprove interpretations and enforcement actions taken by the Building Official. All such approvals or disapprovals for privately funded construction shall be final and conclusive as to the Building Official in the absence of fraud or prejudicial abuse of discretion. The Board shall adopt regulations establishing procedural rules and criteria for the carrying out of its duties.

SECTION 6: Amendment of Chapter 15.16.

Chapter 15.16 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.16
Residential Code

Sections:

15.16.010 Adoption of the California Residential Code
15.16.020 Modification of the California Residential Code

15.16.010 Adoption of the California Residential Code. Except as hereinafter modified or changed, the 2022 California Residential Code (California Code of Regulations, Title 24, Part 2.5) along with appendix AX published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Residential Building Code shall be on file in the office of the City Clerk.

15.16.020 Modification of the California Residential Code. The 2022 California Residential Code is hereby modified as follows:

R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions in this section. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2 (1)

(a) TABLE R301.2 (1) is completed, and footnote (g) is revised, as required by the Residential Building Code, for use in the City of Wildomar.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA
CITY OF WILDOMAR

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	Speed[d] (mph)	Topographic Effects[k]		Weathering	Frost Line Depth[b]	Termite[c]					
ZERO	110	NO	D_2 or E	Negligible	12"-24"	Very Heavy	30	NO	See revised footnote (g)	10	63.6

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [FigureR301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. See City of Wildomar FIRM maps for Flood Hazard locations.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

SECTION 7: Amendment of Chapter 15.18.

Chapter 15.18 of the Wildomar Municipal Code is amended in its entirety to read as follows:

"**Chapter 15.18**
Historical Building Code

15.18.010 Adoption of the Historical Building Code. Except as hereinafter modified or changed, the 2022 California Historical Building Code (California Code of Regulations, Title 24, Part 8) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Historical Building Code shall be on file in the office of the City Clerk."

SECTION 8: Amendment of Chapter 15.20.

Chapter 15.20 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.20
Green Building Code

15.20.010 Adoption of the Green Building Standards Code. Except as hereinafter modified or changed, the 2022 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Green Building Standards shall be on file in the office of the City Clerk."

SECTION 9: Amendment of Chapter 15.22

Chapter 15.22 of the Wildomar Municipal Code is amended in its entirety to read as follows:

"**Chapter 15.22**
Energy Code

15.22.010 Adoption of the Energy Code. Except as hereinafter modified or changed, the 2022 California Energy Code (California Code of Regulations, Title 24, Part 6), including Appendix 1-A, published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Energy Code shall be on file in the office of the City Clerk."

SECTION 10: Amendment of Chapter 15.24.

Chapter 15.24 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.24
Electrical Code

15.24.010 Adoption of Electrical Code. Except as hereinafter changed or modified, the 2022 California Electrical Code (California Code of Regulations, Title 24, Part 3), of that certain electrical code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Electrical Code shall be on file in the office of the City Clerk.

SECTION 11: Amendment of Chapter 15.28.

Chapter 15.28 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.28
Mechanical Code

15.28.010 Adoption of Mechanical Code. Except as hereinafter changed or modified, the 2022 California Mechanical Code (California Code of Regulations, Title 24, Part 4), along with Appendices B, C, and D of that certain mechanical code, published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Mechanical Code, including the above-designated appendix, shall be on file in the office of the City Clerk."

SECTION 12: Amendment of Chapter 15.32.

Chapter 15.32 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.32
Plumbing Code

15.32.010 Adoption of Plumbing Code. Except as hereinafter changed or modified, the 2022 California Plumbing Code (California Code of Regulations, Title 24, Part 5), along with Appendices A, B, D, H, I, and J, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Plumbing Code shall be on file in the office of the City Clerk."

SECTION 13: Amendment of Chapter 15.38.

Chapter 15.38 of the Wildomar Municipal Code to amended in its entirety to read as follows:

"**Chapter 15.38**
Referenced Standards Code

15.38.010 Adoption of Referenced Standards Code. Except as hereinafter modified or changed, the 2022 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Referenced Standards Code shall be on file in the office of the City Clerk."

SECTION 14: Amendment of Chapter 15.52.

Chapter 15.52 of the Wildomar Municipal Code is amended in its entirety to read as follows:

Chapter 15.52
Existing Building Code

15.52.010 Adoption of Existing Building Code. Except as hereinafter changed or modified, the 2019 California Existing Building Code (California Code of Regulations, Title 24, Part 10), including Appendix Chapter A-1, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Existing Building Code shall be on file in the office of the City Clerk."

SECTION 15. SEVERABILITY.

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

SECTION 16. EFFECTIVE DATE.

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

SECTION 17. CITY CLERK ACTION

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

APPROVED AND ADOPTED this 9th day of November, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT B

ORDINANCE NO. 225

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

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

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2022 update to the California Building Standards Code ("2022 Code") and made those updates available to the public by July 1, 2022.

4. The 2022 Code takes effect in all jurisdictions on January 1, 2023, under California Health and Safety Code section 17958 and 2019 California Building Code, Appendix Chapter 1, Section 101.4.

5. California Health and Safety code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2022 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2022 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 8.28, of the Wildomar Municipal Code.

8. On October 12, 2022, the City Council held first reading of an ordinance to amend Chapter 8.28 of the Wildomar Municipal Code, to adopt and amend the 2022 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2022 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 8.28 of the Wildomar Municipal Code, of the Wildomar Municipal Code, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Moreover, State law provides that the 2022 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2022 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2022 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar and are required to be noted in Table 301.2(1) as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 8.28

Chapter 8.28 of the Wildomar Municipal Code is amended in its entirety to read as flows and incorporated herein, by reference.

CHAPTER 8.28
FIRE CODE

Sections

8.28.010 Findings and Adoption
8.28.020 Amendments to the California Fire Code
8.28.030 Penalties

8.28.010 Findings and Adoption.

A. Findings. The City Council finds as follows:

1. Every three years the State of California adopts a new California Fire Code, as part of the California Building Standards Code, which becomes effective as to the City of Wildomar and Riverside County 180 days after publication by the California Building Standards Commission.

2. The International Fire Code has been published and adopted, as amended, by the California Building Standards Commission into the California Code of Regulations as Title 24, Part 9, titled the California Fire Code.

3. The City of Wildomar may establish more restrictive standards reasonably necessary to provide fire protection for life and property because of local climatic, geological or topographical conditions.

    a. Climatic Conditions:

        i. The City of Wildomar located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi- arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are

common to the area. Examples are Santa Ana/ Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

ii. Although Riverside County and the City of Wildomar occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three (3) inches in Blythe to over thirty three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

iii. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

iv. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will

supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

b. Topographical conditions

i. A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

ii. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

iii. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

c. Geological Conditions

i. A. Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

ii. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from

place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

iii. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

iv. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5 minute goal. California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2019 California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

2022 CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
101.4	Severability	Administrative
102.5	Application of the residential code	I, II & III
103.4 and 103.4.1	Liability	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.12	Authority of the Fire Chief to close hazardous fire areas	Administrative
106.2	Fees	Administrative
106.6	Cost Recovery	Administrative
109.1	Board of Appeals established	Administrative
110.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.6.3	Sky Lanterns	I, II & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III

507.5.8	Fire hydrant street marker	I, II & III
508.1, 508.1.1, 508.1.3, 508.1.6, 508.1.8	Fire command center	I, II & III
509.2.1	Minimum clearances	I & III
605.10.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
3204.2.1	Minimum requirements for client leased or occupant	Administrative
4904.3	High Fire Hazard Severity Zone Maps	Administrative
App Ch B, Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1	Fire hydrant location	I, II & III

B. Purpose. The purpose of this ordinance is to adopt the 2022 California Fire Code, California Code of Regulations, Title 24, Part 9, as amended, to govern the safeguarding of life and property from fire, explosion hazards and hazardous conditions and to regulate the issuance of permits and collection of fees.

C. Authority. This ordinance is adopted pursuant to Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 which allow a county to adopt modifications or changes to the California Fire Code that are reasonably necessary because of local climatic, geological and topographical conditions.

D. Application and Adoption of the California Fire Code. Except as stated in this Section or as amended below in Section 5 of this ordinance, all of the provisions and appendices of the 2022 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Wildomar. In addition, the following provisions that are excluded in the 2022 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted.

8.28.020 AMENDMENTS TO THE CALIFORNIA FIRE CODE.

CHAPTER 1 SCOPE AND GENERAL REQUIREMENTS

Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable."
Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages."

Section 103.4 of the California Fire Code is deleted in its entirety and replaced with the following:

103.4 Liability. Any liability against Riverside County or the City of Wildomar or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law."

A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.

2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Wildomar pertaining to the following:
    2.1. The prevention of fires.
    2.2. The suppression or extinguishment of dangerous or hazardous fires.
    2.3. The storage, use and handling of hazardous materials.
    2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
    2.5. The maintenance and regulation of fire escapes.

2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.

2.7. The maintenance of means of egress.

2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.

3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.

3.3. The Riverside County Sheriff and any deputy sheriff.

3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.

3.5. Officers of the California Highway Patrol.

3.6. Code Officers of the City of Wildomar Code Enforcement Department.

3.7. Peace Officers of the California Department of Parks and Recreation.

3.8. The law enforcement officer of the Federal Bureau of Land Management."

104.2.1 Service and Permit Fees. Fees for services and permits shall be as set forth in Chapter 3A4. Payment shall be made at the time of application or as otherwise provided for in Chapter 3.44. ,

Fees for reproduction of documents shall be $15.00 per record.

Fees for reproduction of photographs shall be $3.00 per picture.

A new Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace

officer, duly authorized public officer or fire department personnel. For the purpose of this section, “hazardous fire area” shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.”

Section 106.2 of the California Fire Code is deleted in its entirety and replaced with the following:

106.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Wildomar fee schedule.”

Section 106.6 is added to Section 106 of the California Fire Code to read as follows:

106.6 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.”

Section 109.1 of the California Fire Code is deleted in its entirety and replaced with the following:

109.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.”

Section 110.4 of the California Fire Code is deleted in its entirety and replaced with the following:

110.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or ordinance. Punishments and penalties for violations shall be in accordance with the City of Wildomar ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5.”

CHAPTER 2 DEFINITIONS

Section 202, definition of “Fire Chief” in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief’s designee.

CHAPTER 3 GENERAL REQUIREMENTS.

Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

CHAPTER 5 FIRE SERVICE FEATURE.

Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.

2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.

3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved

by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

Section 508.1.3 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall be a minimum of 96 square feet (9 m^2) with a minimum dimension of 8 feet (2438mm).
Section 508.1.6 of the California Fire Code is hereby amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

A new Section 508.1.8 is added to Section 508 of the California Fire Code to read as follows:

508.1.8 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating, “Fire Dept. Command Center,” located on the door to the fire command center.

Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

Section 606.10.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

606.10.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

CHAPTER 9 FIRE PROTECTION SYSTEMS

Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

a. Exception in Section 903.2.3

b. Exception 2 in Section 903.2.11.3

A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

CHAPTER 32 HIGH-PILED STORAGE.

A new Section is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine

commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

REQUIREMENTS FOR WILDLAND-URBAN INTERFACE AREA.

A new Section 4904.3 is added to Section 4904 of the California Fire Code to read as follows:

4904.3 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009 and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

APPENDIX B.

Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2

REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the *California Fire Code*	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the *California Fire Code*	50% of the value in Table B105.1(2)[b]	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,000 gallons per minute.

b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

APPENDIX C.

1. Section C103.1 of the California Fire Code is hereby amended to read as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

8.28.030 Penalties.

A. It is unlawful for any person, firm, corporation or association of persons to. Violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant-to this chapter; shall be deemed guilty of an infraction or misdemeanor as hereinafter specified.· Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this chapter, is committed, continued, or permitted.

B. Any person, firm, corporation or association of persons so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine .not exceeding $300.00 for a second violation on the same site. The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation.

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

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

SECTION 7. CITY CLERK ACTION

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

ADOPTED AND APPROVED this 9th day of November, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: November 9, 2022

SUBJECT: Compensation & Classification Study - Position Descriptions Acceptance, Position Classification Placements, and Employee Benefit Revisions

SUBMITTED BY: Robert Howell

PREPARED BY: Robert Howell, Administrative Service Director

ACTION:
Adopt Resolution entitled:

RESOLUTION NO. 2022 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING POSITION CLASSIFICATION DESCRIPTIONS; ADOPTING A NEW PAY PLAN; REVISING THE POSITION CLASSIFICATION SCHEDULE; UPDATING HEALTH BENEFIT ALLOTMENT; ADDING A GROUP SPONSORED LIFE INSURANCE PLAN AS AN EMPLOYEE BENEFIT; REVISING RULE XI.C. (HOLIDAYS) OF THE CITY'S PERSONNEL RULES; AND INITIATING TRANSITION TO A 9/80 WORK SCHEDULE

SUMMARY:
After reviewing the position classification descriptions and pay plan placement, the City Manager and Administrative Services Director recommend the following:

1. Accept and approve the position classification descriptions presented.

2. Approve the tentative placement of the new position classification descriptions as recommended.

3. Approve the following benefit changes:

A. Increase Health Insurance Allocation effective December 1, 2022 (Start of Collection for Plan Year 2023) as shown on Exhibit A.

B. Increase Life Insurance Coverage for staff to One Times Salary with a minimum of $50,000 Coverage and move the cost responsibility from the Employee to the City effective January 1, 2023.

4. Approve the following changes to the City's Holiday Schedule:

A. Beginning in December 2022 authorize the closure of City Hall and the Cemetery District Office for the last week of December.

BACKGROUND:
Planning the City's organizational structure to account for our consistent growth, management finds that the Position Classification Descriptions, Compensation, and Employee Benefits shall be updated. These updates will address increasing operational needs and ensure current and future staff members are assigned the appropriate position classifications. The updates maintain a competitive edge in retaining current staff and attracting potential new hires by enhancing our health benefit allotment, streamlining and enhancing our holiday leave, and add in an employer sponsored group life insurance benefit. An alternate 9/80 work schedule is also being explored to provide for Friday services at city hall to be brought to the City Council at the December 14, 2022 meeting.

DISCUSSION:
In an effort to continue working on the City's Organizational Structure, new Position Classification Descriptions, a revised City Pay Plan, and changes to the Employee benefits have been considered and are included in this staff report.

New Position Classification Descriptions have been created, with some of the descriptions and position titles modified to match comparable duties with adjacent cities. Each position has been reviewed to determine how best the position fits on the City's Pay Plan. Comparing the City's positions with other cities in the region, a pay grade was assigned to more competitively align with the median range in the region.

A Revised Pay Plan has been built utilizing the current Pay Plan, but has new Pay Grade numbers based on the position groupings (General - Non Exempt, General - Exempt, Management, and Executive). The position titles and FLSA status have been added to the Plan. In addition the City Manager position and a Retired Annuitant - Extra Work position have been added to satisfy CalPERS requirements.

The revised Pay Plan does not increase the Maximum Pay Step of any Pay Grade, and Steps A-J are the same as the current Pay Plan. We have added three additional Pay Steps beginning at Pay Grade 116 that are at the bottom of each Pay Grade, and are labeled as Pay Steps 1, 2 and 3. These additional Pay Steps are designed to provide the City flexibility to promote employees for an increase in Position Classification and Pay Grade while maintaining fiscal responsibility. No employee will suffer a base salary decrease or any benefit loss as a

result of these changes to the City Pay Plan.

Employee Benefit changes were also looked at and recommendations made with an eye on making them more competitive with our surrounding cities. Those recommendations covered the Health Insurance Allocation, adding an additional Holiday, City Paid Life Insurance, Tuition Reimbursement, Management Leave, Bilingual Pay, and Longevity Pay. After a review of the recommendations the decision was made to bring three of the recommendations to the City Council for discussion and approval, with the other items to be reviewed in the future.

Health Insurance Allocation - The City has allocated $1,200 per month for each employee since the City's incorporation along with the PEMHCA amount, which is currently at $149 per month for a total city contribution of $1,349 (FY22/23). The median compensation in the region is $1,750 per month per employee. After review of the median compensation amount with an analysis of the increased costs for current Health Insurance plans available to employees and the impact to the City's on-going operating budget, Management recommends at this time to incrementally increase the benefit towards the median range using a tiered rate system.

A tiered system will utilize the following groups - Employee Only, Employee and One Dependent, and Employee and Two Plus Dependents - to assign an allocated amount to each. The amounts recommended for the graduated tiered system plus PEMHCA are $1,249 for Employee Only, $1,374 for Employee and One Dependent, and $1,499 for Employee and Two Plus Dependents. The annual cost for the graduated tiered system for the remainder of the 2022-2023 fiscal year would be approximately $35,300.

City Paid Life Insurance - Several years ago the City chose to drop the benefit of City Paid Life Insurance due to the City's loss of Vehicle Tax Revenue. In 2020 staff identified life insurance as an important benefit and agreed to pay their way for the costs of life insurance through a payroll deduction. Other agencies in the region pay for Life Insurance for the employees. Staff obtained Quotes to provide life insurance equal to the employee's salary with a minimum benefit of $50,000. The annual cost to add this benefit is approximately $6,200 per year. Management recommends approval of this benefit effective January 1, 2023.

Holiday Schedule - The City currently provides eleven paid holidays plus one floating holiday that may be cashed out or used anytime during the year. 14 paid holidays is the average in the region for other agencies.

The current holiday calendar credits employees with a floating holiday if the holiday lands on a weekend. At the end of the year all unused floating holidays are cashed out. Eliminating floating holiday's stabilizes annual cash flows and reduces impact to the operating budget. Therefore, management recommends to adjust the holiday calendar annually so that holidays land on regular pay days and eliminate floating holidays. Additionally, management recommends changing the current 4 day-10 hour work week to a 9-80 work schedule to

provide for Friday services at City Hall.

In exchange of the recommended additional holiday, the revised holiday schedule and proposed 9-80 work schedule, management recommends closing city offices the last week of December. Activity at city hall is traditionally low during this period and the majority of employees request this time off. Closure of City and Cemetery District offices provides an added benefit to the employees with no additional cost to the operating budget.

Management recommends the following holiday changes effective December 1, 2022:

(1) Eliminate the Senator Roth Floating Holiday;
(2) Close City Offices for the Veterans Day Holiday (currently the City is open for the holiday and the holiday is treated as a floating holiday);
(3) Holidays that fall on a Saturday or Sunday are to be moved to either the prior Friday, or following Monday. Schedule to be adopted annually;
(4) City Offices are closed between the observed day of Christmas Eve and the observed day of New Year's Day.
(5) The Implementation of a 9-80 work schedule to provide for Friday services at City Hall.

City staff would no longer have Banked or Floating Holidays at the end of the fiscal year, therefore the City would no longer incur the cost of these hours at the end of the fiscal year. This savings would partially occur in the 2022-2023 fiscal year, and full savings would take place beginning in the 2023-2024 fiscal year.

FISCAL IMPACT:
The impact to the remainder of fiscal year 2022-23 City overall budget for the enhanced Health Insurance Allocation is $35,300.

The Life Insurance cost for Calendar Year 2023 is $6,200, of which $3,100 is the amount to apply to fiscal year 2022-23.

There is no fiscal impact at this time on the approval of the Position Classification Descriptions or the Revised Pay Plan that are on tonight's agenda. The fiscal impact of any personnel changes made as a result of the approval of both items will be submitted to the City Council for approval as a part of the mid-year fiscal budget report.

ATTACHMENTS:
Reso No.2022-XX - Complensation Classification and Benefits to Council.docx
Position Classifcation Descriptions for approval.pdf
Position Classification Schedule FY2022-23 items in red effective 02-11-2023.pdf
COW Standard Life Insurance Proposal - 1X Salary Plan.pdf
Personnel Rules Update- July 2018 (1132022 Revision).docx
Compensation & Classification Study Recommendations v2.pptx

COW Pay Plan with Positions Listed - Effective 2-11-2023 to Council Corrected.pdf

RESOLUTION NO. 2022 – XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING POSITION CLASSIFICATION DESCRIPTIONS; ADOPTING A NEW PAY PLAN; REVISING THE POSITION CLASSIFICATION SCHEDULE; UPDATING HEALTH BENEFIT ALLOTMENT; ADDING A GROUP SPONSORED LIFE INSURANCE PLAN AS AN EMPLOYEE BENEFIT; REVISING RULE XI.C. (HOLIDAYS) OF THE CITY'S PERSONNEL RULES; AND INITIATING TRANSITION TO A 9/80 WORK SCHEDULE

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 as determined necessary from time to time;

WHEREAS, in continuing to work on its organizational structure, and to account for its consistent year over year growth, the City would best be served by updating its Position Classification Descriptions to better match its current and growing needs;

WHEREAS, based on the City's increased operational needs and to ensure current and future employees are assigned the appropriate position classification, the City seeks to revise the Position Classification Schedule and to adopt a revised new pay plan increasing the number of available pay grades and steps, but maintaining the same maximum pay for each pay grade in effort to maintain fiscal responsibility;

WHEREAS, due to current hiring market conditions and in effort to maintain a competitive edge in retaining current talented personnel and to attract potential new hires as the City continues its anticipated growth, the City wishes to enhance its health benefit allotment, streamline its holiday leave, and introduce an employer sponsored group life insurance benefit for its employees; and

WHEREAS, in light of the City's proposed revision to its holiday leave entitlement, and introduction of an paid City Hall closure during the last calendar week of each year, the City wishes to explore adopting an alternative 9/80 work schedule to enhance the level of service available to its residents by expanding City Hall hours to include Fridays.

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

SECTION 1. POSITION CLASSIFICATION DESCRIPTIONS. Effective February 11, 2023, subject to City Council's approval of the mid-year fiscal budget, the City adopts a new Classification Description amending the classification descriptions for certain existing classifications and adding new classifications. The new Classification Descriptions document is attached to this Resolution as Exhibit "A."

SECTION 2. PAY PLAN. Effective February 11, 2023, subject to City Council's approval of the mid-year fiscal budget, the City adopts a revised City of Wildomar Pay Plan increasing the number of available pay grades and ranges without increasing the maximum salary rate for each pay grade. The new City of Wildomar Pay Plan is attached to this Resolution as Exhibit "B."

SECTION 3. POSITION CLASSIFICATION SCHEDULE. Effective February 11, 2023, subject to City Council's approval of the mid-year fiscal budget, the City adopts a revised Position Classification Schedule. The new Position Classification Schedule is attached to this Resolution as Exhibit "C."

SECTION 4. HEALTH BENEFIT ALLOTMENT. Currently the City provides employees with $1,200 per month toward medical, dental, vision, and other supplemental benefits. Effective January 1, 2023, the City will provide the following monthly health benefit allotment to its employees:

Type of Coverage	Monthly Health Benefit Allotment Amount
Employee only	$1,249
Employee + one dependent	$1,374
Employee + two or more dependents	$1, 499

Employees may use the above new monthly health benefit allotment amount toward medical, dental, vision, and/or other supplemental benefits. Employees shall not receive cash-out of any remaining balance in their monthly health benefit allotment amounts.

SECTION 5. LIFE INSURANCE. Effective January 1, 2023, the City will provide employer sponsored group life insurance benefit for its employees. The City will pay the life Insurance premium for each employee to provide each employee with life insurance coverage in the following amount: the greater between $50,000 or the equivalent of 1x the employee's annual base salary. A copy of the proposal for Group Life Insurance Policy Plan is attached to this Resolution as Exhibit "D."

SECTION 6. HOLIDAYS. Effective December 1, 2022, the City shall amend its Personnel Rules to revise Rule XI.C. to remove floating holidays, provide for observance of all listed holidays under XI.C.1, and to close City hall during the last week of each calendar year. A copy of the proposed revision to the Personnel Rules revising Rule XI.C. in redline is attached to this Resolution as Exhibit "E."

SECTION 7. ADOPTING A 9/80 WORK SCHEDULE. Effective immediately, City Council directs staff to take proper measures to revise the City's Personnel Rules to present a draft effectuating an adoption of a 9/80 work schedule, as provided by the Fair Labor Standards Act, at the City Council's next regularly scheduled meeting on December 14, 2022.

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

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ACCOUNTANT I/II

*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, performs a variety of professional accounting work in the maintenance and review of fiscal records; analyzes financial information and prepares reports and records pertaining to the City's financial activities; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Accountant I

This is the entry level class in the professional Accountant series. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Accountant II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of accounting work.

Accountant II

This is the journey level class in the professional Accountant series. Positions at this level are distinguished from the Accountant I by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Incumbents are expected to perform the more difficult and complex statistical and financial professional accounting work requiring thorough knowledge of governmental accounting systems and procedures. 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Accountant I (entry level) may reasonably expect to progress to the Accountant II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Accountant I) to general supervision (Accountant II) from the Administrative Services Manager, Finance Manager, or other management staff as assigned. May provide lead direction over lesser skilled accounting staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Coordinates and prepares postings, balancing, and reconciliation of the General Ledger and subsidiary accounts; prepares bank reconciliation statements.

2. Researches, interprets and applies Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), Financial Accounting Standards Board (FASB) and other professional accounting standards.

3. Reviews, analyzes, and audits financial records and transactions to ensure completeness and accuracy of information and calculations; prepares journal entries for adjusting and correcting records as necessary.

4. Analyzes, reconciles, and maintains records of various financial accounts; verifies availability of funds and classification of expenditures; researches and analyzes transactions to resolve problems and ensure adherence to budget.

5. Prepares a variety of financial reports, statements, and schedules for internal use and as required by county, state, and federal agencies; assists with the preparation of financial statements for the City's Annual Financial Report; conducts research and analysis of financial information; reconciles related data for submission; prepares notes, tables, and charts for inclusion in reports.

6. Performs comprehensive financial activity studies as directed; provides analysis of various funds upon management request.

7. Provides technical guidance and training to technical and clerical accounting staff.

8. Serves as a technical resource to City staff; provides advice and technical assistance related to accounting procedures and financial system processes.

9. Analyzes financial documentation processes to ensure accuracy of financial reporting and recommends changes as necessary.

10. Provides technical support for audits; conducts research, provides analyses, and prepares audit schedules for independent auditors.

11. Develops, monitors, and maintains records on the City's fixed assets; records asset additions and deletions; determines value of assets; calculates and records depreciation schedules.

12. May participate in the preparation of the City's payroll and the maintenance of payroll records

and reports.

13. Participates in departmental budget preparation and administration; analyzes expenditures and revenue transactions against budget projections and historical data; prepares worksheets and summaries of budget data.

14. Prepares and writes a variety of reports and documentation.

15. Observes and complies with City and mandated safety rules, regulations, and protocols.

16. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Principles and practices of accounting and financial record keeping.
- Pertinent policies and procedures related to financial recordkeeping and cost accounting.
- Specialized accounting and report writing software.
- Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), Financial Accounting Standards Board (FASB).
- Municipal accounting system requirements and procedures.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Apply critical thinking to complex projects and interpret detailed requirements.
- Plan and organize multiple tasks and projects to meet deadlines.
- Develop and accurately maintain a variety of financial records and documents.
- Prepare and maintain accurate and precise written documents such as ledgers, journals reports, forms, and correspondence.
- Interpret, explain, and analyze financial and statistical data and material.
- Understand, interpret, and apply laws, rules, regulations, policies and procedures related to accounting operations, and recommend implementation of new guidelines and standards.
- Analyze data and draw logical conclusions.

- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines.
- Train and review the work of clerical and technical staff.
- Maintain professionalism and confidentiality of information.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Perform assignments with a high degree of independence.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Accountant I

A minimum of one (1) year of general accounting experience. Governmental accounting experience is highly desirable.

Accountant II

A minimum of three (3) years of increasingly responsible professional accounting experience, of which two (2) years included governmental accounting experience.

Training:

Accountant I

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major coursework in finance or accounting.

Accountant II

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major coursework in finance or accounting.

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 andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: Accountant I

TO: Accountant II

TO: Senior Accountant

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ACCOUNTING SPECIALIST I/II

*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, performs a variety of specialized, technical, and complex clerical accounting work of above average difficulty in connection with the preparation, review, and maintenance of financial and statistical records; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Accounting Specialist I

This is the entry level class in the Accounting Specialist series. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Accounting Specialist II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of technical and complex clerical accounting work.

Accounting Specialist II

This is the journey level class in the Accounting Specialist series. Positions this level are distinguished from the Accounting Specialist I by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Incumbents are expected to perform the more difficult technical and complex clerical accounting work requiring thorough knowledge of the organization's accounting systems and procedures. 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Accounting Specialist I (entry level) may reasonably expect to progress to the Accounting Specialist II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Accounting Specialist I) to general supervision (Accounting Specialist II) from the Administrative Services Manager, Finance Manager, or other management staff as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Audits, balances, and reconciles ledgers, journals, accounting records and reports with control figures; analyzes accounts, researches discrepancies and posts correcting entries; reconciles bank statements.

2. Participates in a variety of accounting activities, including accounts payable, accounts receivable, payroll and the preparation of departmental reports; audits bills and invoices; balances cash drawer, and prepares deposits.

3. Prepares vendor checks and payroll; monitors payments and deposits for City projects.

4. Monitors and maintains a variety of government grant funds.

5. Assists in budget preparation, including development of reports and formulas, analysis of operating costs, and research of past expenditures as requested.

6. Reviews invoices submitted by consultants for work performed on developer accounts, posts to developer accounts and posts appropriate overhead revenue to City's general fund; verifies consultant invoices and checks appropriate amounts against approved contracts.

7. Prepares year-end audit schedules as per assigned funds; updates and maintains the City's Street Report.

8. Verifies, posts and records a variety of financial transactions; prepares and maintains databases, records, and a variety of periodic and special financial, accounting and statistical reports; generates reports by computer and balances them appropriately.

9. Enters and retrieves information and data using accounting, financial, database, and other related electronic information systems specific to the department to which assigned.

10. Generates and assists in the preparation of monthly, quarterly, and year-endfinancial, summary and technical reports.

11. Assists customers, departments, and employees by providing answers and information regarding specific account information, discrepancies, general accounting procedures, and/or department specific issues and problems; researches issues regarding specific transactions; and updates related files and departments on action items.

12. Assists with special projects as required.

13. Observes and complies with City and mandated safety rules, regulations, and protocols.

14. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Modern principles and practices of financial record keeping, report writing, bookkeeping and basic governmental accounting.
- Pertinent policies and procedures related to financial recordkeeping.
- Municipal accounting system procedures.
- Cash handling techniques.
- Basic principles of mathematics.
- Applicable federal, state and local laws, codes and regulations.
- Methods and techniques of scheduling work assignments.
- Standard office procedures, practices and equipment.
- Modern office equipment, including a computer and applicable software.
- Proper English, spelling and grammar.
- Occupational hazards and standard safety practices.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Prepare, maintain and reconcile various financial, accounting and statistical records.
- Prepare and maintain accurate and precise written documents such as ledgers, journals reports, forms, and correspondence.
- Keep accurate records.
- Collect payments and fees; perform cashiering duties accurately.
- Examine a wide variety of financial documents and reports.
- Perform mathematical calculations quickly and accurately.
- Read, interpret and record data accurately.
- Organize, prioritize and follow-up on work assignments.
- Work independently and as part of a team.
- Make sound decisions within established guidelines.
- Follow written and oral directions.
- Interpret, explain, and analyze financial and statistical data and material.

- Understand, interpret, and apply laws, rules, regulations, policies and procedures related to assigned accounting duties.
- Analyze data and draw logical conclusions.
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines.
- Maintain professionalism and confidentiality of information.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Accounting Specialist I

A minimum of two (2) years of general accounting experience performing specialized, technical, and complex clerical accounting work. Governmental accounting experience is highly desirable.

Accounting Specialist II

A minimum of three (3) years of general accounting experience performing specialized, technical, and complex clerical accounting work of which at least one (1) year includes governmental accounting experience.

Training:

Accounting Specialist I

Equivalent to the completion of an Associate's degree from an accredited college or university with major coursework in finance or accounting. Two (2) years of additional qualifying experience may substitute for two (2) years of the required education.

Accounting Specialist II

Equivalent to the completion of an Associate's degree from an accredited college or university with major coursework in finance or accounting. Two (2) years of additional

qualifying experience may substitute for two (2) years of the required education.

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 andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: Accounting Specialist I

TO: Accounting Specialist II

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ADMINISTRATIVE ASSISTANT I/II

*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, performs a variety of responsible and moderately complex office administrative support activities for various City offices, which may include data entry, organization and retrieval, word processing, telephone and counter reception, provision of factual information to visitors, receipt of payments and documents, automated and manual record keeping, auditing, report preparation and filing; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Administrative Assistant I

This is the entry level class in the Administrative Assistant series. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Administrative Assistant II and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of departmental administrative support services.

Administrative Assistant II

This is the full journey level class in the Administrative Assistant series. Positions at this level are distinguished from the Administrative Assistant II level by the performance of the full range of duties as assigned, working independently, and exercising a high level of independent 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 department to which assigned.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Administrative Assistant I (entry level) may reasonably expect to progress to the Administrative Assistant II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Administrative Assistant I) to general supervision (Administrative Assistant II) from higher level management as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Prepares correspondence, reports, forms, receipts, brochures, warrants, vouchers, work orders, contracts, brochures, certificates and specialized documents related to the department to which assigned from drafts, notes, brief instructions, corrected copy or prior materials using a word processor, a computer with form and/or graphic templates.

2. Acts as receptionist, providing a high level of customer service to both external and internal customers; receives and screens visitors and telephone calls; takes messages, directs the caller to the proper office or person and/or provides factual information regarding City and departmental activities and functions that may require the application and explanation of rules, policies and procedures.

3. Composes standard correspondence, such as transmittal letters, from prior materials or brief instructions.

4. Proofreads materials for accuracy, completeness, compliance with departmental policies, formatting and correct English usage including grammar, punctuation and spelling.

5. Enters, edits, updates and retrieves data from narrative reports or spreadsheets and prepares periodic or special reports, following established formats and menus; may create new departmental forms; may perform production data entry on a project basis.

6. Checks and tabulates standard arithmetic or statistical data; may summarize such information and prepare periodic numerical reports.

7. Establishes and maintains office files, following an established records management system; compiles information from such files; purges files as required.

8. Attends to a variety of office administrative details, such as keeping informed of departmental activities, transmitting information, ordering and coordinating supply orders and arranging for equipment purchase and maintenance.

9. Processes and distributes incoming and outgoing mail for the office or department.

10. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment and multi-line telephones; may operate a two-way radio or other department-specific equipment.

11. May prepare, review and/or enter employee timecard information and maintain related records for departmental staff.

12. May prepare meeting agendas and minutes for departmental and/or specified committee meetings; may serve on a variety of departmental or City-wide project teams or committees.

13. May collect and account for fees and other monies collected.

14. May complete standard forms (both online formats and hard copy) with information from the public.

15. May provide instruction, direction and work review to less experienced, part- time staff, or volunteers on a limited or project basis; may assist in coordinating departmental or City events.

16. Survey, interview, obtain, document, and compile information within the City.

17. Contacts the public and outside agencies in acquiring and providing information and making referrals.

18. Observes and complies with City and mandated safety rules, regulations, and protocols.

19. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Basic principles and practices of administrative support work.
- Principles of work organization.
- Principles and practices of fiscal, statistical and administrative research and report preparation.
- Principles and practices used to maintain files and information retrieval systems.
- Principles of business letter writing using established templates.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases at an intermediate level of proficiency.
- English usage, spelling, grammar, and punctuation.
- Mathematical principles.
- Business accounting principles and terminology.
- Operating characteristics of two-way radios and the use and application of associated operating codes and terminology may be required for some positions.
- Communication skills and techniques required for gathering, evaluating and transmitting information.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.

- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Assist in the performance of routine administrative functions and operations within a department or division of the City.
- Perform routine administrative support duties within standard operating policies and procedures.
- Work well with people and handle a public counter and telephones of a public agency in a calm, self-assured, and confident manner.
- Learn to understand the organization and operations of the City and of outside agencies as necessary to assume assigned responsibilities.
- Learn, understand, interpret, and apply general and specific administrative and departmental policies and procedures.
- Identify and analyze problems and possible solutions; work with supervisor to project consequences of proposed actions and implement recommendations.
- Research, compile, and interpret a variety of information, and make appropriate recommendations.
- Prepare a variety of administrative and statistical reports.
- Prepare routine correspondence and memoranda based on specific direction and subject to review.
- Maintain and/or develop departmental filing systems.
- Type and enter data at a speed necessary for successful job performance.
- Operate and use modern office equipment including computers and supporting word processing and spreadsheet applications at an intermediate level of proficiency.
- Work independently in the absence of supervision.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Work with supervisor to plan and organize work to meet changing priorities and deadlines.
- Effectively represent the department to outside individuals and agencies to accomplish the goals and objectives of the department and/or division.
- Work cooperatively with other departments, divisions, and outside agencies.
- Respond tactfully, clearly, concisely, and appropriately to inquiries related to area of responsibility.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Operate a two-way radio to perform dispatch duties, as required and depending on position.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Deliver quality customer service.
- Work independently and as a team member.

- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Administrative Assistant I

A minimum of three (3) years of progressively responsible administrative support experience including extensive public contact experience. The possession of an Associate's degree in business or public administration or a related field may substitute for two (2) years of the required experience. Intermediate level skills in Word, Excel and PowerPoint are highly desirable.

Administrative Assistant II

A minimum of four (4) years of experience in progressively responsible, moderately difficult and complex, administrative support experience including extensive public contact experience. The possession of an Associate's degree in business or public administration or a related field may substitute for two (2) years of the required experience. Intermediate to advances level skills in Word, Excel and PowerPoint are highly desirable.

Training:

Administrative Assistant I

Equivalent to the completion of a High School diploma. The completion of an Associate's degree from an accredited college or university in business or public administration, or a related field is highly desirable.

Administrative Assistant II

Equivalent to the completion of a High School diploma. The completion of an Associate's degree from an accredited college or university in business or public administration or a related field is highly desirable.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Administrative Assistant I

TO: Administrative Assistant II

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ADMINISTRATIVE SERVICES DIRECTOR

*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 administrative and policy direction, manages, organizes, and directs the operations and activities of the Finance, Risk Management, Human Resources, and Information Technology Divisions, including Billing and Collections, Accounting, Purchasing, Franchise Agreements, Financial Administrative Services, Payroll, City-wide Budget Administration, Human Resources, Risk Management, and Information Technology; manages the effective use of assigned resources to improve organizational productivity and customer service; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies; provides complex and responsible support to the City Manager in areas of expertise; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Administrative Services Department including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City's Administrative Services Department programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assumes full management responsibility for assigned services and activities of the Administrative Services Department including, but not limited to serving as Chief Financial Advisor, Chief Information Technology Officer, and Personnel Officer to the City Manager; oversees and manages the City's investment portfolio, and may serve as City Treasurer.

2. Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership and direction in the development of short- and long-range plans.

3. Oversees and participates in the development and administration of the Administrative Services Department's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

4. Assures that assigned areas of responsibility are performed within budget; performs cost-control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds; personnel, materials, facilities, and time.

5. Provides advice and highly responsible and complex technical support and staff assistance to the Assistant City Manager and City Manager; oversees and conducts a variety of organizational studies, investigations, and operational studies; recommends and implements modifications to programs, policies, and procedures as appropriate.

6. Informs and updates Assistant City Manager, City Manager, and elected and appointed officials on financial, personnel, risk management, and technology matters.

7. Maintains City financial records; develops financial studies and plans; forecasts, estimates, and monitors the financial condition to assure the fiscal well- being of the City; develops and recommends appropriation transfers, financing plans, and other financial activities, as required.

8. Plans, organizes, and directs the financial activities of the City including accounting, cash management, investments, revenue collection, utility billing, and licensing services; allocates resources accordingly.

9. Oversees the preparation of the City's budget; pre-audits projected budget before referral to the City Manager in a final form; provides inter-City coordination of fiscal and budgetary matters.

10. Directs the preparation of financial reports as required by law; manages the various financial reports and analyses, as required and/or requested by the City Manager.

11. Establishes and maintains internal control procedures and assures that state and national standard accounting procedures are maintained.

12. Supervises the collection of taxes, fees, and other receipts in accordance with applicable law and generally accepted accounting procedures.

13. Oversees and manages the investment of City funds.

14. Oversees the City's issuance of bonds and other debt services, as required.

15. Serves as the City's main point of contact with all Franchises that have agreements with the City. Maintains the contracts with each franchise and oversees the periodic review of each contract. Ensures that all franchise agreements are adjusted appropriately as federal, state, and local laws and regulations change. Makes recommendations to the City Manager and City Council regarding additions or changes to each franchise agreement.

16. Serves as the City's Personnel Officer overseeing all Human Resources functions including Recruitment and Selection, Benefits Administration, Classification and Compensation, Employee and Labor Relations, Training and Development, and Risk Management.

17. Serve as the City's Chief Information Technology Officer overseeing all Information Technology functions including the City's technical systems resources, administration, security, and personnel.

18. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

19. Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.

20. Maintains and directs the maintenance of working and official department files, including, but not limited to all records and files for City financial, personnel, risk management, and technology programs and activities.

21. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

22. Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities including budgeting systems, revenue forecasting programs, and cash managements of the City idle funds.

23. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

24. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

25. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the various functions of the Administrative Services Department; research emerging products and enhancements and their applicability to City needs.

26. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

27. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

28. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services, and activities related to a comprehensive administrative services program including accounting, finance, investments, collections, purchasing, franchise agreements, billing, payroll, budget preparation, personnel, risk management, and information technology.
- Advanced principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management.
- Principles and practices of a full-service human resource program and its administration.
- Principles and practices of a full-service information technology program and its administration.
- Administration, principles, and practices of grant funding and administration.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- City organization and functions of the various departments in the City.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.

- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive administrative services program including all assigned functional areas.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer large program budgets and City-wide budgets.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Conduct effective media and public relations.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Seven (7) years of increasingly responsible professional level experience in finance and accounting, including three (3) years of management and administrative responsibility preferably including information technology and human resources functions.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in finance, accounting, business or public administration, or a closely related field. A Master's degree in a related field is highly desirable.

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 this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 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: Administrative Services Director

TO: Assistant City Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ASSISTANT ENGINEER
ASSOCIATE ENGINEER

*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, performs responsible, complex and professional civil engineering and technical work in the field or office associated with the design, development, investigation, construction and maintenance of land development projects, public works and/or capital projects, and specialized traffic engineering assignments; to assist with project management as part of a team; and performs related duties as requires.

DISTINGUISHING CHARACTERISTICS

Assistant Engineer

The Assistant Engineer is the entry level within the professional Engineering Series. This class is distinguished from the Associate Engineer by the performance of the more routine tasks and duties assigned to positions within the series including preparation of less complex plans, work orders and cost estimates. Assistant Engineers assist with project management as part of a team, and learn to perform more complex projects. Since this class is typically an entry level class, employees may have only limited or no directly related work experience.

Associate Engineer

The Associate Engineer is the journey level classification in the Engineering series. Incumbents assigned to the Associate level are experienced professional engineers who are expected to perform with a high degree of independence in preparing designs and in fully managing mid-size projects, or in managing aspects of large and complex projects as part of a team. Incumbents assigned to the Associate level work independently on assignments and participate in coordinating and leading the work of less experienced staff. The Associate Engineer is distinguished from the Assistant Engineer by the higher level of independence and the level of responsibility assumed and the complexity of duties assigned.

Flexible Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Assistant Engineer (entry level) may reasonably expect to progress to the Associate Engineer (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Assistant Engineer) to general (Associate Engineer) supervision from a Senior Engineer, the Principal Engineer and Public Works Director/City Engineer, as assigned. Associate Engineers may exercise lead direction over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff, as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

All Assignments:

1. Reviews operational procedures to ensure compliance with applicable policies and quality control standards; recommends changes to departmental procedures, policies, and regulations, including engineering design standards.

2. Prepares specialized studies, cost analysis studies, specifications; compiles and analyzes statistical data and prepares technical reports relating to public works and/or capital projects.

3. Coordinates engineering activities and represents the City in meetings with other department staff, City personnel, and other internal and external agencies to ensure timely progress and completion of projects; may attend and make presentations to City committees and commissions.

4. Coordinates the work and provides lead direction to other staff.

5. Provides technical assistance to other departments and City personnel.

6. Evaluates compliance with laws, ordinances, and acceptable engineering standards, and recommends corrections or improvements.

7. Represents the City in meetings with other department staff, City personnel, and other internal and external agencies; may attend and make presentations to City committees and commissions.

8. Monitors contracts with consultants and vendors.

9. Maintains records in accordance with departmental policy.

10. Participates in the development and implementation of various systems and procedures to meet division goals, objectives, and policies.

11. Attends workshops and participates in professional groups and committees; stays abreast of new trends and innovations; answers questions and provides information to the public; investigates inquiries; recommends corrective actions to resolve issues.

12. Ensures compliance with City and mandated safety rules, regulations,and protocols.

13. Performs other duties of a similar nature.

Capital Improvement Program (CIP) Division Duties:

1. Participates in a variety of professional engineering work, including the preparation andreview of special projects, and project specifications; may provide public countersupport.

2. Participates in the preparation and review of preliminary and final engineering plans, cost estimates, and specifications for public works municipal projects; evaluates compliance with acceptable engineering standards, and recommends corrections orimprovements.
3. Participates in the preparation of requests for proposals relating to projects requiring contract engineering work; directs the preparation of project cost estimates for competitive bidding purposes.

4. Reviews plans of consulting engineering firms performing work for the City and evaluates their performance; conducts pre-construction conferences; performs construction contract modifications and negotiates contract changes.

5. Assists in the preparation of cost projections for the department budget and monitors expenditures; assists in preparing annual capital improvement budgets.

6. Examines, prepares, and maintains designs, specifications, plans, estimates, and reports for various capital improvement projects.

7. Performs investigations on public works, municipal, and capital projects; assists with contract negotiations, and makes recommendations for contract change orders.

8. Assists inspectors with coordination of assigned projects.

Land Development Division Duties:

1. Participates in a variety of professional engineering work, including the preparation and review of private development plans, subdivisions, special projects, project specifications, and may provide public counter support.

2. Serves as a liaison with engineers and consultants to assist in the design of land development projects.

3. May participate in the preparation and review of preliminary and final engineering plans, subdivision plans, and cost estimates; evaluates compliance with laws, ordinances, and acceptable engineering standards, and recommends corrections or improvements.

4. Participates in the preparation of legal descriptions and deeds for easements and rights-of-way.

5. Provides assistance to the public regarding theCity's land development policies and procedures.

Traffic Engineering Division Duties:

1. Participates in a variety of professional engineering work, including the review of private development plans, project specifications, and may provide public counter support; performs traffic control plan checks for public and private projects.

2. Participates in the preparation and review of preliminary and final engineering plans, including traffic signal plans, signing and striping plans, traffic control plans, cost estimates, and specifications.

3. Coordinates the design and construction of traffic signals, signing and striping, and CCTV camera and Communication projects.

4. Compilesand analyzes statistical data, including traffic counts, accident history, speed surveys, channelization studies, and signal timing and coordination and makes recommendations.

5. Reviews development plans, traffic impact analysis and makes recommendations for implementation of mitigation measures.

6. Coordinates the work of consultants and traffic signal maintenance personnel.

7. Develops traffic engineering programs, policies and procedures.

8. Determines the need for certain types of traffic control devices.

Environmental/Water Quality Duties:

1. Participates in a variety of professional engineering work, including the review of private development plans, subdivisions, special projects, and may provide public counter support.

2. Performs plan checks relating to Water Quality Management Plans (WQMP) procedures for subdivision development, transportation projects, and capital improvement projects.

3. Participates in the preparation and review of preliminary and final plans; and reports for public works and municipal projects.

4. Evaluates compliance with laws, ordinances, and acceptable WQMP standards; recommends corrections or improvements.

5. Coordinates the work of consultants and reviews the work of Division field personnel in a variety of areas.

6. Develops public works and municipal programs/procedures.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a public works engineering program including streets, signals, traffic control systems, traffic management, parks, City facilities, and City water/wastewater systems.
- Civil, traffic or environmental engineering principles (as assigned).
- Modern principles and practices of civil engineering design and construction including roadway design, traffic, grading, hydrology/hydraulics, soils, pavements, environmental compliance, water quality, and construction practices.
- Methods, and practices as applied in the planning, design, and construction of municipal public works projects.
- Methods employed in the preparation of land development projects.
- Pertinent laws and regulations governing the design and construction of streets, capital projects and other public works including CEQA, Subdivision Map Act and Public Contracts Code.
- Budgets, contracts, agreements, plans, specifications, procedures, and forms associated with public works projects.
- Principles and techniques of engineering, drafting and estimating.
- Alternative financing mechanisms for public works projects, including municipal finance principles and special assessment districts.
- Standard Specifications for Public Works Construction.
- Principles and practices of construction surveying.
- Principles and practices of project and construction management.
- Principles and practices of contract administration.
- Terminology, methods, practices and techniques used in technical civil engineering report preparation.
- Principles of mathematics as applied to engineering work.
- Grant programs, grant applications, and compliance.
- Principles of City government organization, functions, and management.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.

- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform professional and increasingly complex engineering duties in support of a comprehensive public works engineering and construction program including Streets, Signals, Traffic Control Systems, Traffic Management, Parks, City Facilities, and City Water/Wastewater Systems.
- Conduct engineering studies and develop appropriate recommendations.
- Review and check increasingly complex engineering designs, computations, plans and studies.
- Respond to emergency and problem situations in an effective manner.
- Interpret and reconcile expenditure reports.
- Perform technical research and solve increasingly complex engineering problems.
- Prepare and maintain technical civil engineering records and prepare comprehensive reports.
- Compile rough technical data and prepare statistical and narrative reports from field studies.
- Develop, review and modify civil engineering plans, designs, and specifications.
- Exercise professional engineering judgment to achieve results consistent with objectives.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Assistant Engineer
Experience in civil engineering as an Intern or in performing sub-professional engineering duties and responsibilities is highly desirable.

Associate Engineer
Three (3) years of increasingly responsible professional level experience in civil engineering and project management.

Training:

Assistant Engineer
Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or an engineering-related field. A Master's degree in a related field is desirable.

Associate Engineer
Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or an engineering-related field. A Master's degree in a related field is desirable.

Licenses and Certifications: ***(Certifications may vary depending on position)***

All Positions
Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Capital Improvement Program (CIP) Division and Land Development Division
Engineer-in-Training (EIT) Certificate or Certificate of Registration as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers is highly desirable.

Land Development Division
Engineer-in-Training (EIT) Certificate / Land Surveyor-in-Training (LSIT) Certificate or Certificate of Registration as a Professional Civil Engineer and/or Land Surveyor issued by the California State Board of Registration for Professional Engineers is highly desirable.

Environmental/Water Quality
Engineer-in-Training (EIT) Certificate or Certificate of Registration as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers is desirable.

Certified as a Qualified Storm Water Pollution Prevention Plans (SWPPP) Practitioner and Developer (QSP/QSD) and/or Certified Professional in Storm Water Quality (CPSWQ) is desirable.

Traffic Engineering Division
Engineer-in-Training (EIT) Certificate or Certificate of Registration as a Professional Civil Engineer or Traffic Engineer in the State of California is desirable. Certified to operate a Radar Unit is desirable.

Special Requirements:

None

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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: Assistant Engineer

TO: Associate Engineer

TO: Senior Engineer

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ASSISTANT PLANNER
ASSOCIATE PLANNER

*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, performs a variety of duties related to the collection, analysis, interpretation, and presentation of technical land use, environmental, zoning and other City planning data; provides land use and zoning information as part of the city's zoning counter efforts, and assistance on planning-related matters to the general public and other City staff; ensures compliance with the City's development standards; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Assistant Planner

This is the entry level class in the Planner series. Incumbents at this level are responsible for performing general/routine professional tasks and duties assigned to positions within this series. The Assistant Planner is not expected to perform with the same independence of direction and judgment as are positions allocated to the Associate and/or Senior Planner. Since this class is typically used as a training class, employees may have only limited City planning related work experience. Employees work under direct supervision while learning job tasks.

Associate Planner

This is the journey level class in the Planner series. Incumbents at this level require demonstrated ability to perform a variety of responsible and increasingly complex professional planning tasks and duties with greater independence of direction and judgment; the Associate Planner is further distinguished from the Assistant Planner by the level of skill required, the complexity of assigned projects, and greater amount of time focused on planning projects as opposed to time spent working at the City's planning counter. Employees at this level receive general instruction or assistance as new or unusual situations arise and they are fully aware of the operating procedures and policies within the work unit.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Assistant Planner (entry level) may reasonably expect to progress to the Associate Planner (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Assistant Planner) to general (Associate Planner) supervision from the Senior Planner or Planning Manager, as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Collects, records, and summarizes statistical and demographic information; establishes and maintains a comprehensive database.

2. Participates in the research, analysis, and interpretation of social, economic, population and land use data and trends.

3. Interprets the General Plan and Zoning Ordinance as it relates to project compliance with City plans, ordinances, and codes.

4. Plan checks sign proposals, reviews business registrations, and other permit applications.

5. Assists in reviewing development proposals and other requests made to the Planning Division for conformance with appropriate general plan and zoning regulations.

6. Reviews and approves, or denies plan checks for building projects.

7. Compiles information and makes recommendations on special studies; prepares technical reports.

8. Makes presentations to the City Council, Planning Commission and Planning Director, standing and ad hoc committees, developers, community groups, and outside agencies.

9. Observes and complies with City and mandated safety rules, regulations, and protocols. Reviews development proposals, applications, and other requests made to the Planning Department for conformance with appropriate zoning regulations; prepares reports and make recommendations.

10. Checks commercial, industrial, and residential development plans for zoning clearance; processes zoning clearances, temporary use, sign and other permit applications.

11. Advises and confer with architects, builders, attorneys, contractors, engineers, and the general public regarding City development policies, standards, guidelines, and current and approved projects.

12. Performs inspections and related field work.

13. Takes phone calls and inquiries from the public and other agencies; provides assistance to walk in customers at the counter.

14. Prepares staff reports and resolutions related to development projects and graphic displays.

15. Researches and drafts ordinances for review.

16. Attends a variety of meetings, including City Council and Planning Commission meetings and predevelopment meetings.

17. Interprets the General Plan and Zoning Ordinance as it relates to project compliance with City plans, ordinances, and codes.

18. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of municipal planning; incorporates new developments as appropriate into programs.

19. Performs environmental assessments, providing detailed written comments on negative declarations, mitigated negative declarations, environmental impact reports and special studies performed by outside consultants.

20. Observes and complies with City and mandated safety rules, regulations, and protocols.

21. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and procedures of urban and regional planning.
- Applicable local, State and Federal laws, regulations, codes and ordinances related to planning, zoning and environmental analysis.
- The relationship and responsibilities of Federal, State, regional and local government agencies in the planning and regulation of land.
- Research and investigation procedures.
- Drafting and graphic presentations.
- Statistical and research methods as applied to the collection, analysis and presentation of planning data.
- Methods and techniques for record keeping and report preparation and writing.
- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Operations and organizational structure of municipal government.
- English usage, spelling, grammar, and punctuation.

- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform technical research and give reliable advice on planning problems.
- Demonstrate tact and diplomacy with the public.
- Work well with people and handle a public counter and telephones of a public agency in a calm, self-assured, and confident manner.
- Use knowledge and experience to work with architects, engineers, contractors, real estate brokers, appraisers, and the public to solve problems and achieve cooperative relationships.
- Read maps and learn the City's geography.
- Maintain and follow department policies and procedures.
- Prepare reports and graphic presentations.
- Interpret and explain laws underlying general plans, zoning and land divisions.
- Prepare and interpret maps, site and building plans, specifications, charts and tables.
- Learn applicable environmental laws and regulations.
- Analyze, interpret, and compile technical and statistical information; and prepare reports.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Provide excellent customer service to all members of the public as well as City and other public agency personnel.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Assistant Planner

Experience is not requires; however a minimum of one (1) year of municipal or county planning experience is desired (planning internships are acceptable).

Associate Planner
A minimum of two (2) years of responsible professional municipal or county planning experience.

Training:

Assistant Planner
Equivalent to the completion of a Bachelor's degree from an accredited college or university with major course work in urban planning, geography, engineering, architecture, public administration or a related field.

Associate Planner
Equivalent to the completion of a Bachelor's degree from an accredited college or university with major course work in urban planning, geography, engineering, architecture, public administration or a related field.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color

vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Assistant Planner

TO: Associate Planner

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ASSISTANT CITY CLERK

*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 direction, assists in the planning, organizing, and administration of the functions of the City Clerk's Office; performs the functions and duties assigned by the laws of the State of California, ordinances and resolutions enacted by the City Council; assists with agendas, posting requirements, noticing, minutes, records retention, public records requests and filing of City documents; acts in the capacity of the City Clerk in his/her absence; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the professional and supervisory level classification in the City Clerk series with responsibility to assist the City Clerk in the work involved in the publication, filing, indexing, and safekeeping of all proceedings of the City Council. The incumbent acts in the capacity of the City Clerk in her/his absence; personally performs the most complex administrative work requiring the exercise of considerable initiative and independent judgment; and supervises the Records Management Program. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Clerk. Exercises general and/or direct supervision over Deputy City Clerk I's and II's, as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends, implements, and administers policies and procedures.

2. Attends regular and special City Council meetings, and City Council Subcommittee meetings; and other board or commission meetings as assigned; oversees or performs an accurate recording of the proceedings.

3. Assists and acts for the City Clerk in attending City Council meetings, agenda conferences, and all other matters related to department activities.

4. Administers the provisions of the Brown Act, Political Reform Act, and Public Records Act.

5. Assists with the processing of all City Council and City Manager documents, agreements, and forms for signature.

6. Assists with maintaining the City Clerk's Office website; prepares outreach materials for public information.

7. Assists with maintaining the Wildomar Municipal Code.

8. Assists with coordinating municipal elections in conjunction with the County Registrar of Voters.

9. Assists with maintaining records of terms and prepares vacancy notices; coordinates appointments for all City Council, Commission, and Committee members including the onboarding process.

10. Prepares certificates and proclamations on behalf of the City Council.

11. Assists with the receipt and processing of petitions relating to initiatives, recalls and referendums.

12. Assists with maintaining custody of the official City Seal and safeguards official records and archives of the City including ordinances, resolutions, contracts, deeds, and minutes; facilitates the recordation of such documents as required.

13. Assists with administering and filing oaths of office.

14. Assists with collecting and filing required disclosures under the Political Reform Act.

15. Assists with managing the City's records retention program; maintains working and official department files; performs indexing and filing of City records.

16. Provides technical and administrative assistance to members of the City Council as directed.

17. Receives official appeals, filings, and claims against the City.

18. Provides notary and attestation service for official records.

19. Assists with developing and administering the department budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors expenditures.

20. Participates in the selection of staff; trains, motivates, and supervises assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies.

21. Attends and participates in professional group meetings; stays abreast of new trends and innovations related to assigned area; evaluates the latest best practices as options for the City.

22. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; participates in resolving sensitive, significant and controversial issues.

23. Recommends and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

24. Participates in developing requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; administers contracts to ensure compliance with City specifications and service quality.

25. Prepares staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

26. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

27. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

28. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services, and activities of a municipal City Clerk's Office.
- Modern principles and practices of City Clerk services program development and administration.
- Parliamentary procedures.
- Principles and practices of a municipal records management program.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Applicable Federal, State, and municipal laws, codes and regulations, such as the Brown Act, Public Records Act, Americans with Disabilities Act, Political Reform Act, California Elections Code, and Wildomar Municipal Code.
- Municipal government structure and organization of council/manager form of government.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.

- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Supervise and perform all associated functions and activities of a City Clerk's Office.
- Assist in the development and administration of department goals, objectives, and procedures.
- Supervise, train, and evaluate assigned staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Ensure compliance with Federal, State and municipal laws, rules, regulations, policies, procedures, and requirements related to the functions of the City Clerk.
- Assist in the administration of the records management program, including receipt and maintenance of official City documents and records, electronic imaging, and developing and carrying out the Records Retention Schedule.
- Assist in maintaining current and past legislative history of City Council actions and provide research and reference services to the public and City staff.
- Maintain confidentiality of sensitive information.
- Communicate clearly and concisely, verbally and in writing.
- Plan, organize, and facilitate meetings.
- Assist in the administration of the departmental budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.

- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 experience in a municipal City Clerk's office or similar office with a minimum of two (2) years of management, administrative and/or supervisory or project management responsibility.

Training:

Equivalent to an Associate's degree from an accredited college or university with major course work in public administration or a related field. A Bachelor's degree in related field is highly desirable.

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.

Possession of Notary Public commission at time of appointment, or ability to obtain commission within one (1) year.

Possession of Certified Municipal Clerk (CMC) designation by the International Institute of Municipal Clerks and/or Certified Records Manager designation from the Association of Records Managers and Administrators (ARMA) are both desirable.

Special Requirements:

Employees in this class must be willing to attend meetings outside of normal working hours; and may be required to work extended hours including evenings andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color

vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: Assistant City Clerk

TO: City Clerk

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

BUILDING INSPECTION SUPERVISOR

*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 direction, plans, organizes, assigns, supervises, reviews and participates in the work of staff performing routine to complex inspections of residential, commercial, and industrial building sites to enforce building, plumbing, mechanical, electrical, and environmental codes, using specific expertise, knowledge of, and emphasis in these building trades; ensures conformance with approved plans, specifications, standards, permits, and licensing; provides a variety of information to property owners, developers, architects, engineers, and contractors; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the full supervisory-level classification in the Building Inspector series that exercises independent judgment on specialized building inspection functions with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for planning, organizing, reviewing and evaluating the work of assigned staff and for providing support to management in a variety of areas. Performance of the work requires the use of independence, initiative and discretion within established guidelines. This class is distinguished from the next higher classification of Chief Building Official in that the latter is responsible for the administration and management of the Building & Safety Division.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Chief Building Official. Exercises direct supervision over Building Inspectors and administrative support staff, as assignes.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Plans, organizes, assigns, supervises, reviews, and participates in the work of staff performing routine to complex inspections of residential, commercial, and industrial building sites to enforce building, plumbing, mechanical, electrical, and environmental codes; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.

2. Monitors activities of the assigned unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.

3. Plans, schedules, prioritizes, and assigns inspections; communicates status of inspections to appropriate staff.

4. Coordinates assigned services and operations with those of other divisions and outside agencies.

5. Implements goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; researches, recommends, and implementspolicies and procedures.

6. Performs the full range of building inspections of new and existing commercial, industrial, and residential properties for compliance with building codes and standards; reads and reviews project plans to verify construction.

7. Reviews and approves various stages of construction, such as framing, electrical, mechanical, heating, plumbing, and structural membrane; inspects throughout the construction period to completion; monitors construction sites; writes detailed correction notices for non-compliance or deviation from approved plans.

8. Conducts solar review, approval, submittal of corrections and final permit issuance; conducts inspections from inception to completion.

9. Investigates complaints regarding existing buildings or new construction to determine if code violations or problem conditions exist; writes “stop work” noticesfor work being done without permits or in an unsafe manner.

10. Reviews plans, blueprints, drawings, and maps, and prepares change orders.

11. Confers with property owners, contractors, and developers with respect to complaints and building code issues, and to respond to general questions on compliance issues.

12. Processes electricity and gas meter releases, and Certificates of Occupancy; reviews and approves temporary gas and electric meter releases for staff.

13. Prepares and maintains a variety of files, correspondence, reports, correction notices, and other written materials.

14. Serves as a liaison for the assigned function to other City departments, divisions, and outside agencies.

15. Observes and ensures staff compliance with City and mandated safety rules, regulations, and

protocols.

16. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Advanced methods and techniques used in conducting building inspections.
- Building, plumbing, electrical, mechanical, and related codes.
- Characteristics of common materials used in building construction.
- Principles of trades areas as they relate to inspecting buildings and mechanical, plumbing, and electrical systems.
- Methods and techniques applied to the design and construction of residential, commercial, and industrial buildings.
- Safety standards and methods of building construction and materials used at all stages of construction.
- Applicable Federal, State, and local laws, codes, and procedures relevant to assigned areas of responsibility.
- Mathematical principles including algebra, geometry, and trigonometry.
- Record keeping principles and procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- Computerized applications for building inspection.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Assist in the development and implementation of goals, objectives, practices, policies, procedures, and work standards.

- Perform and oversee advanced level and complex inspections in residential, commercial and industrial buildings.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Review, understand, interpret, and analyze construction blueprints, plans, specifications, and architect and engineering drawings for application toinspection services.
- Examine workmanship and materials to detect deviation from plans, regulations, and standard construction practices.
- Prepare clear and concise correction notices.
- Investigate building code violations and respond to inquiries and complaints in a fair, tactful, and timely manner.
- Prepare clear, effective, and accurate reports, correspondence, and other written materials.
- Effectively represent the division and the City in meetings with other departments, public and private organizations, and individuals.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize multiple tasks and projects to meet deadlines.
- Work fairly and courteously with all customers.
- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Establish and maintain accurate logs, records, and written records of work performed.
- Lead, train, and review the work of lower level staff.
- Make accurate mathematic computations.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 five (5) years of increasingly responsible experience inspecting residential,

commercial, or industrial buildings for a public agency, of which two (2) years were in a lead or administrative capacity.

Training:
Equivalent to the completion of a High School diploma supplemented by college-level coursework or technical training in construction technology, building inspection, or a related field. An Associate degree from an accredited college or university in construction technology or a related field is highly desirable.

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.

Possession of a State of California International Code Council (ICC) certification as a Building Inspector and at least two (2) additional ICC certifications such as plumbing, mechanical, or electrical inspector is required.

Possession of a State of California International Code Council (ICC) certification as a Commercial Building Inspector.

State of California International Code Council (ICC) certification as a Building Plans Examiner is highly desirable.

Special Requirements:
Employees in these classes may be required to work varying shifts and extended hours including evenings andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees in this class also work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle

documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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: Building Inspection Supervisor

TO: Chief Building Official

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

BUILDING INSPECTOR I/II

*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, performs routine to complex inspections of residential, commercial, and industrial building sites to enforce building, plumbing, mechanical, electrical, and environmental codes, with specific expertise, knowledge of, and emphasis on one of the building trades; ensures conformance with approved plans, specifications, standards, permits, and licensing; provides a variety of information to property owners, developers, architects, engineers, and contractors; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Building Inspector I

This is the entry level class in the Building Inspector series. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Building Inspector II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of building inspection related work.

Building Inspector II

This is the journey level class in the Building Inspector series. Positions at this level are distinguished from the Building Inspector I level by the performance of the full range of duties as assigned, working independently, and exercising 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Building Inspector I (entry level) may reasonably expect to progress to the Building Inspector II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Building Inspector I) to general supervision (Building Inspector II) from the Building Inspection Supervisor or Chief Building Official, as assigned, and lead direction from the Senior Building

Inspector.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Performs the full range of building inspections of new and existing commercial, industrial, and residential properties for compliance with building codes and standards; reads and reviews project plans to verify construction.

2. Reviews and approves various stages of construction, such as framing, electrical, mechanical, heating, plumbing, and structural membrane; inspects throughout the construction period to completion; monitors construction sites; writes detailed correction notices for non-compliance or deviation from approved plans.

3. Conducts solar review, approval, submittal of corrections and final permit issuance; conducts inspections from inception to completion.

4. Investigates complaints regarding existing buildings or new construction to determine if code violations or problem conditions exist; writes "stop work" notices for work being done without permits or in an unsafe manner.

5. Reviews plans, blueprints, drawings, and maps, and prepares change orders.

6. Confers with property owners, contractors, and developers with respect to complaints and building code issues, and to respond to general questions on compliance issues.

7. Processes electricity and gas meter releases, and Certificates of Occupancy; reviews and approves temporary gas and electric meter releases for staff.

8. Plans, schedules, prioritizes, and assigns inspections; communicates status of inspections to appropriate staff.

9. Participates in the monitoring of contracted work.

10. Serves as a liaison for the assigned function to other City departments, divisions, and outside agencies.

11. Prepares and maintains a variety of files, correspondence, reports, notices, and other written materials.

12. Observes and complies with City and mandated safety rules, regulations, and protocols.

13. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Methods and techniques used in conducting building inspections.
- Building, plumbing, electrical, mechanical, and related codes.
- Characteristics of common materials used in building construction.
- Principles of trades areas as they relate to inspecting buildings and mechanical, plumbing, and electrical systems.
- Methods and techniques applied to the design and construction of residential, commercial, and industrial buildings.
- Safety standards and methods of building construction and materials used at all stages of construction.
- Applicable Federal, State, and local laws, codes, and procedures relevant to assigned areas of responsibility.
- Mathematical principles including algebra, geometry, and trigonometry.
- Record keeping principles and procedures.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- Computerized applications for building inspection.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform the full range of assigned inspections in residential, commercial and industrial buildings. Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Review, understand, interpret, and analyze construction blueprints, plans, specifications, and architect and engineering drawings for application to inspection services.
- Examine workmanship and materials to detect deviation from plans, regulations, and standard construction practices.
- Prepare clear and concise correction notices.
- Investigate building code violations and respond to inquiries and complaints in a fair, tactful, and timely manner.
- Prepare clear, effective, and accurate reports, correspondence, and other written materials.
- Effectively represent the division and the City in meetings with other departments, public and private organizations, and individuals.

- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize multiple tasks and projects to meet deadlines.
- Work fairly and courteously with all customers.
- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Establish and maintain accurate logs, records, and written records of work performed.
- Make accurate mathematic computations.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Building Inspector I

A minimum of one (1) year of experience in building inspection, building construction, remodeling, and building alteration work.

Building Inspector II

A minimum of two (2) years of experience in building inspection, building construction, remodeling, and building alteration work.

Training:

Building Inspector I

Equivalent to the completion of a High School diploma, supplemented by the completion of college level coursework or technical training in construction technology, building inspection, or a related field. The completion of an Associate's degree from an accredited college or university in construction technology or a related field is highly desirable.

Building Inspector II

Equivalent to the completion of a High School diploma, supplemented by the completion of college level coursework or technical training in construction technology, building inspection, or a related field. The completion of an Associate's degree from an accredited college or university in construction technology or a related field is highly desirable.

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.

Possession of a State of California International Code Council (ICC) certification as a Building Inspector or related ICC certification.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull

materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Building Inspector I

TO: Building Inspector II

TO: Senior Building Inspector

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

CHIEF BUILDING OFFICIAL

*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 direction, plans, organizes, administers, coordinates, and performs a wide variety of managerial, administrative and technical duties as a division manager overseeing the Building and Safety Division including building plan review, permit issuance, and building inspection; coordinates, supervises and participates in the more complex and difficult work of staff responsible for providing Building and Safety services; prepares a variety of operational, statistical, and activity reports; provides complex and responsible support to the Community Development Director; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Division Head/Manager level classification in the Building & Safety series, with responsibility for managing and participating in the work of the Building and Safety Division. Work assignments are typically given as broad, conceptual ideas and directives and incumbents are accountable for overall results and responsible for developing guidelines, action plans, and methods to produce deliverables on time and within budget. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies, and regularly exercise a high degree of professional judgment in accordance with accepted practices and procedures, rules and regulations, and appropriate laws and codes.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Development Director. Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Assists in the development and implementation of division goals, objectives, policies, and priorities for assigned functions and programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership in the development of the Community Development Department's short- and long-range plans.

2. Participates in the development and administration of the Community Development Department's operating budgets; forecasts funds needed for the Building & Safety Division

staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

3. Provides advice and highly responsible technical support and staff assistance to the Community Development Director, Assistant City Manager and City Manager; conducts a variety of organizational studies and investigations; recommends and implements modifications to programs, policies, and procedures as appropriate.

4 . Manages, directs, administers, and oversees the City's Building & Safety Division, including building plan review, permit issuance, and building inspection.

5 . Provides day-to-day leadership and works with supervisors and staff to ensure high performance, customer service oriented work environment which supports achieving City objectives and service expectations.

6 . Plans, organizes, assigns, supervises, reviews and participates in the work of the plan checking work unit and/or contracted plan check services.

7. Oversees and performs difficult structural analysis, and reviews plan check submittal documents for permit applications for complex construction, alteration, or repair of residential, commercial, and industrial buildings for compliance with the City, State, and Federal codes and regulations.

8. Coordinates assigned services and operations with those of other divisions and outside agencies.

9. Reviews and evaluates construction documents including plans, drawings, blueprints, specifications, engineering calculations, and energy calculations for compliance; makes judgments as to whether structural designs or plans conform to applicable codes.

10. Confers with architects, engineers, contractors, homeowners and others relative to construction or building projects; coordinates plan examining activities with City departments and other agencies; confers and corresponds with other professional personnel in connection with building code interpretation and application.

11. Responds to public inquiries over the telephone or at the counter concerning questions regarding permit processing, building, or other construction-related questions; performs plan reviews at the customer service counter for the general public; assists applicants in achieving compliance with various codes and regulations; resolves disputes; assists the technicians by providing assistance and direction at the public counter.

12. Determines fee structuring for assigned activities and projects; prepares detailed cost estimates with appropriate justifications; maintains a variety of records and prepares routine plan check reports.

13. Attends a variety of meetings to review and discuss plans, documents, and code requirements; performs field reviews as necessary.

14. Prepares analytical and statistical reports on operations and activities.

15. Participates in planning and developing new forms, procedures, policies, and programs.

16. Establishes positive working relationships with the public and co-workers, representatives of community organizations, state/local agencies, City management and staff.

17. Develops and monitors contracts with consultants and vendors.

18. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out the work and goals of the division; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

19. Participates in and recommends the selection of assigned staff; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; recommends and implements discipline.

20. Trains staff in proper inspection practices and methods and evaluate field practices; assesses needs for additional educational development; arranges and provides training and education programs for public as necessary.

21. Verifies work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensures adherence to safe work practices and procedures.

22. Serves as staff on a variety of boards, commissions and committees; prepares and presents staff reports and other necessary correspondence; responds to Council, staff, media and the public as appropriate; attends assigned meetings including Planning Commission meetings, as necessary.

23. Attends and participates in professional group meetings; stays abreast of relevant issues and changes to codes, ordinances, laws, and regulations.

24. Maintains division records in accordance with departmental policy.

25. Develops and implements various systems and procedures to meet division goals, objectives, and policies.

26. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

27. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

28. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a comprehensive building and safety program.
- Building, plumbing, electrical, mechanical, and related codes and regulations, including the California Building Code, Uniform Building Code, and International Building Code.
- Methods, materials, techniques, and practices employed in building inspection design and construction.
- Principles, practices and methods of structural and building plan review.
- Practices for documenting plan checking procedures and correcting discrepancies.
- Fundamental principles, techniques, policies, and procedures of civil engineering.
- Legal processes and considerations involved in prosecuting violations of the building codes and ordinances.
- Organization and functions of the various trades, agencies, and organizations involved in the construction process.
- Research methods and techniques related to all applicable codes.
- Principles and practices of program development and administration, and budgeting.
- Principles of City government organization, functions, and management.
- Administrative principles and practices including goal setting, program development, implementation and evaluation.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles of supervision, training, and performance evaluation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles and practices of leadership and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices used in dealing with the public tactfully and the use of non-confrontational approaches.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform managerial and professional duties in support of a comprehensive building and safety program.
- Provide administrative and professional leadership for the Building & Safety Division.
- Understand, interpret, apply and explain federal, state, and local laws, regulations and codes pertaining to building and safety.
- Read and interpret building plans, specifications, and codes.
- Examine and correct building plans, calculations and specifications in a rapid, uniform and accurate manner.
- Analyze, evaluate and solve or recommend effective solutions to building and code problems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Evaluate legal violations and take appropriate action.
- Make structural calculations necessary to determine the adherence of structural plans to code requirements.
- Recommend and implement division goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of assigned staff.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer division budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 five (5) years of increasingly responsible professional experience in the administration and management of building inspection and structural plan review, of which two (2) years included administrative and supervisory experience.

Training:

Equivalent to the completion of a Bachelor's degree from an accredited college or university in structural engineering, construction technology, architecture, public administration or a related field. Two years of additional qualifying experience may substitute for two years of the required education.

.

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.

Possession of Certification as a Building Official issued by CALBO/International Code Council (ICC).

Special Requirements:

Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees in this class also work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is

required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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: Chief Building Official

TO: Community Development Director

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

CITY CLERK

*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 administrative and policy direction, manages, organizes, and directs the functions of the City Clerk's Office; performs the functions and duties assigned by the laws of the State of California, ordinances and resolutions enacted by the City Council; maintains responsibility for agendas, posting requirements, noticing, minutes, records retention, public records requests and filing of City documents; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the City Clerk's Office including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City Clerk's Office programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Assumes full management responsibility for all City Clerk's Office services and activities including preparation of agendas, posting requirements, noticing, minutes, records retention, public records requests and filing of City documents.

2. Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends, implements, and administers policies and procedures.

3. Attends regular and special City Council meetings, and City Council Subcommittee meetings; and other board or commission meetings as assigned; oversees or performs an accurate recording of the proceedings.

4. Administers and directs the posting, mailing and publication of legally required notices and public hearings.

5. Prepares and distributes agendas, materials, minutes, and records of City Council regular, special subcommittee, and board or commission meetings as required.

6. Administers the provisions of the Brown Act, Political Reform Act, and Public Records Act.

7. Processes all City Council and City Manager documents, agreements, and forms for signature.

8. Maintains the City Clerk's Office website; prepares outreach materials for public information.

9. Codifies and maintains the Wildomar Municipal Code.

10. Coordinates and administers municipal elections in conjunction with the County Registrar of Voters.

11. Maintains list of terms and prepares vacancy notices; coordinates appointments for all City Council, Commission, and Committee members including the onboarding process.

12. Prepares certificates and proclamations on behalf of the City Council.

13. Manages the receipt and processing of petitions relating to initiatives, recalls and referendums.

14. Maintains custody of the official City Seal and safeguards official records and archives of the City including ordinances, resolutions, contracts, deeds, and minutes; facilitates the recordation of such documents as required.

15. Administers and files oaths of office.

16. Serves as Filing Officer and Filing Official for required disclosures under the Political Reform Act.

17. Manages the City's records retention program; maintains and directs the maintenance of working and official department files; oversees indexing and filing of City records.

18. Provides technical and administrative assistance to members of the City Council as directed.

19. Receives official appeals, filings, and claims against the City.

20. Provides notary and attestation service for official records.

21. Develops, directs, and manages department budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures.

22. Assesses and monitors workload distribution and support systems.

23. Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.

24. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

25. Attends and participates in professional group meetings; stays abreast of new trends and innovations related to assigned area; evaluates the latest best practices as options for the City.

26. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

27. Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

28. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

29. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

30. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

31. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

32. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services, and activities of a municipal City Clerk's Office.
- Modern and complex principles and practices of City Clerk services program development and administration.
- Parliamentary procedures.
- Principles and practices of municipal records management.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles of supervision, training, and performance evaluation.
- Applicable Federal, State, and municipal laws, codes and regulations, such as the Brown Act, Public Records Act, Americans with Disabilities Act, Political Reform Act, California Elections Code, and Wildomar Municipal Code.
- Municipal government structure and organization of council/manager form of government.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive City Clerk's Office and all associated functions and activities.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Comprehend and implement complex and comprehensive laws and regulations.

- Ensure compliance with Federal, State and municipal laws, rules, regulations, policies, procedures, and requirements related to the functions of the City Clerk.
- Administer the records management program, including receipt and maintenance of official City documents and records, electronic imaging, and developing and carrying out the Records Retention Schedule.
- Maintain current and past legislative history of City Council actions and provide research and reference services to the public and City staff.
- Maintain confidentiality of sensitive information.
- Communicate clearly and concisely, verbally and in writing.
- Plan, organize, and facilitate meetings.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer departmental budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Seven (7) years of increasingly responsible professional level experience in a municipal City Clerk's Office with a minimum of three (3) years of management, administrative and/or supervisory or project management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration or a related field. A Master's degree in related field is highly desirable.

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.

Possession of Notary Public commission at time of appointment, or ability to obtain commission within one (1) year.

Possession of Certified Municipal Clerk (CMC) designation by the International Institute of Municipal Clerks and/or Certified Records Manager designation from the Association of Records Managers and Administrators (ARMA) are both desirable.

Special Requirements:

Employees in this class must be willing to attend meetings outside of normal working hours; and may be required to work extended hours including evenings andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: City Clerk

TO: Assistant City Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

CITY MANAGER

*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 policy direction, plans, organizes, and provides administrative direction and oversight for all City functions and activities; coordinates and evaluates the work of the City in accordance with applicable laws, codes, and regulations and adopted policies and objectives of the City Council; provides policy guidance to management staff; encourages and facilitates provision of services to City residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; directs the pursuit of appropriate avenues of economic and community development; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The City Manager serves as the Chief Executive Officer of the City, accountable to the City Council and responsible for enforcement of all City codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the City's operations.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the City Council. Exercises general direction and supervision to the entire City staff through subordinate levels of management and supervision.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Plans, organizes, and administers operations of the City either directly or through subordinate management and supervisory staff; coordinates and evaluates the work of the City in accordance with applicable laws, codes, and regulations and adopted policies and objectives of the City Council.

2. Directs and coordinates the development and implementation of goals, objectives, and programs for the City; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.

3. Oversees the preparation of the annual budget for the City; authorizes directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the City Council.

4. Ensures that the Council is kept informed of City functions, activities, and financial status, and of legal, social, and economic issues affecting City activities.

5. Monitors changes in laws, regulations, and technology that may affect City operations; implements policy and procedural changes as required.

6. Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of City services, projects, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies and implements opportunities for improvement.

7. Provides leadership and supervision; selects, motivates, and directs assigned staff; ensures appropriate training is provided; evaluates and reviews work for acceptability and conformance with City standards; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.

8. Advises the City Council on issues, programs, and financial status; prepares and recommends long- and short-term plans for City service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future City needs.

9. Represents the City and the Council in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

10. Provides for the investigation and resolution of complaints regarding the administration of and services provided by the City government.

11. Provides for contract services and franchise agreements; ensures proper performance of obligations to the City; enforces all City codes, ordinances, and regulations.

12. Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.

13. Ensures the maintenance of working and official City files.

14. Responds to the most complex, difficult, and sensitive public inquiries and complaints and ensures they are promptly and properly addressed.

15. Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.

16. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Principles and practices of budget administration.
- Principles, practices, and procedures of public administration in a municipal setting.
- Functions, services, and funding sources of a municipal government.
- Functions, authority and responsibilities of an elected City Council.
- Public agency contract administration and City-wide administrative practices.
- Technical, legal, financial, and public relations issues associated with the management of municipal services.
- Federal, State, and local laws, regulations, and codes relevant to assigned areas of responsibility.
- Current social, political, and economic trends affecting City government and service provision.
- Principles of supervision, training, and performance evaluation.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the City.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the City Council.
- Develop and implement goals, objectives, practices, policies, procedures, work standards, and internal controls.
- Provide leadership and direction to all departments of the City.

- Conduct effective negotiations and effectively represent the City in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations, and the media.
- Direct the preparation of and prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Oversee all City financial activities, including administering investments, the development and implementation of the City budget, and the control of all expenditures and purchases.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 ten (10) years of increasingly responsible management or administrative experience in a public agency, six (6) years of which must be in a management capacity.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business or public administration, or a closely related field. A Master's degree in a related field is highly desirable.

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 this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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.

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

CODE ENFORCEMENT MANAGER

*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 direction, plans, organizes, administers, coordinates, and performs a wide variety of managerial, administrative and technical duties as a division manager overseeing the City's Code Enforcement Division including Code Enforcement, Community Emergency Response Team (CERT), and Emergency Services programs; coordinates, supervises and participates in the more complex and difficult work of staff responsible for providing Code Enforcement and Emergency Management services; prepares a variety of operational, statistical, and activity reports; provides complex and responsible support to the Community Development Director; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Division Head/Manager level classification in the Code Enforcement series, with responsibility for managing and participating in the work of the Code Enforcement Division. Work assignments are typically given as broad, conceptual ideas and directives and incumbents are accountable for overall results and responsible for developing guidelines, action plans, and methods to produce deliverables on time and within budget. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies, and regularly exercise a high degree of professional judgment in accordance with accepted practices and procedures, rules and regulations, and appropriate laws and codes.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Development Director. Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Assists in the development and implementation of division goals, objectives, policies, and priorities for assigned functions and programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership in the development of the Community Development Department's short- and long-range plans.

2. Participates in the development and administration of the Community Development Department's operating budgets; forecasts funds needed for the Code Enforcement Division

staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

3. Provides advice and highly responsible technical support and staff assistance to the Community Development Director, Assistant City Manager and City Manager; conducts a variety of organizational studies and investigations; recommends and implements modifications to programs, policies, and procedures as appropriate.

4. Manages, directs, administers, and oversees the City's Code Enforcement Division, including code enforcement, parking enforcement, graffiti management, commercial enforcement, weed and abandoned vehicle abatement; emergency management; and vector control programs.

5. Provides day-to-day leadership and works with supervisors and staff to ensure high performance, customer service oriented work environment which supports achieving City objectives and service expectations.

6. Develops and sustains public and private partnerships within the community; participates in the evaluation and maintains effectiveness in serving the public; connects with community leaders, organizations, non-profits and faith based community as ambassadors and champions of the City towards public safety programs.

7. Establishes relationships and works effectively with organized community groups and agencies for the promotion and coordination of programs; serves as the City's representative with Police personnel, School District officials; internal City departments; and external partners and service providers.

8. Serves as a liaison for the Community Enhancement Response Team with other divisions, departments and outside agencies.

9. Plans, directs, and participates in the investigation of potential violations and the enforcement of municipal codes, ordinances, standards, and health and safety regulations; documents violations by securing photographs and other pertinent data; researches ownership records, prior complaints, municipal codes and ordinances, and state regulations to establish violations; manages and handles the most complex code enforcement cases, investigations, studies and projects.

10. Investigates complaints made by the public; works with appropriate City departments to resolve issues; explains priorities, programs and policies to the public when required; responds to emergency calls from the public and other agencies and takes appropriate action; resolves complaints in an efficient and timely manner.

11. Conducts on-site inspections and determines existence and type of code violations; investigates and attempts to correct alleged violations of municipal codes and zoning ordinances.

12. Oversees and initiates contacts with residents, business representatives, and other parties to explain the nature of incurred violations and to encourage compliance with municipal codes, ordinances, and community standards.

13. Prepares cases for nuisance abatement hearings and court proceedings; testifies in court actions as necessary.

14. Monitors the clerical functions of the division to ensure accurate preparation of case files, including the establishment of legal owners and verifying information necessary to conduct investigations and enforcement activity; documents and maintains case files; reviews criminal compliant packets for the City Attorney's Office.

15. Maintains files, databases, and reports related to citations and violations; prepares a variety of written reports, memoranda and correspondence.

16. Participates in planning and developing new forms, procedures, policies, and programs pertaining to field services and inspection practices; assists in preparing code amendments and City Council staff reports.

17. Establishes positive working relationships with the public and co-workers, representatives of community organizations, state/local agencies, City management and staff.

18. Develops and monitors contracts with consultants and vendors.

19. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out the work and goals of the division; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

20. Participates in and recommends the selection of assigned staff; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; recommends and implements discipline.

21. Trains staff in proper inspection practices and methods and evaluate field practices; assesses needs for additional educational development; arranges and provides training and education programs for public as necessary.

22. Verifies work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensures adherence to safe work practices and procedures.

23. Serves as staff on a variety of boards, commissions and committees; prepares and presents staff reports and other necessary correspondence; responds to Council, staff, media and the public as appropriate; attends assigned meetings including Planning Commission meetings, as necessary.

24. Attends and participates in professional group meetings; stays abreast of relevant issues and changes to codes, ordinances, laws, and regulations.

25. Maintains division records in accordance with departmental policy.

26. Develops and implements various systems and procedures to meet division goals, objectives, and policies.

27. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

28. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

29. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a comprehensive code enforcement program.
- Advanced principles and practices of a code enforcement program including identifying violations and investigation techniques.
- State and local codes and regulations pertaining to building, substandard housing, zoning, and vehicle codes.
- Methods of office and field inspection work.
- Research methods involving discovering property ownership and zoning background.
- Emergency management principles, practices, and regulations including Community Emergency Response Team (CERT).
- Research methods and techniques related to all applicable codes.
- Principles and practices of program development and administration, and budgeting.
- Principles of City government organization, functions, and management.
- Administrative principles and practices including goal setting, program development, implementation and evaluation.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles of supervision, training, and performance evaluation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles and practices of leadership and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

- Principles and practices used in dealing with the public tactfully and the use of non-confrontational approaches.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform managerial and professional duties in support of a comprehensive code enforcement program.
- Provide administrative and professional leadership for the Code Enforcement Division.
- Understand, interpret, apply and explain federal, state, and local laws, regulations and codes pertaining to land use, building, zoning, housing, parking, and graffiti restitution, business license, abandoned vehicles, weed abatement, and vector control abatement.
- Recommend and implement division goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of assigned staff.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer division budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.

- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 five (5) years of increasingly responsible experience enforcing administrative rules and regulations involving field investigations pertaining to code compliance, of which two (2) years included administrative and supervisory experience.

Training:

Equivalent to the completion of a Bachelor's degree from an accredited college or university in public or business administration, criminal justice, or a field related to code enforcement. Additional qualifying experience may substitute for the required education on a year for year basis.

.

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.

Possession of a P.C. 832 Peace Officer's Standards and Training (POST) Certificate is required at the time of appointment.

Possession of ICS and Oleoresin Capsicum spray certification at time of appointment.

Successful completion of Identification of Substandard Residences course by CACEO at time of appointment.

Special Requirements:

Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees in this class also work in a field environment with exposure to outdoor environmental

elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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: Code Enforcement Manager

TO: Community Development Director

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

CODE ENFORCEMENT OFFICER I/II

*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, performs a variety of technical duties in support of the City's code enforcement program; monitors and enforces a variety of applicable ordinances, codes, and regulations related to land use matters, building, housing, health and safety, property maintenance, general inspection of mobile home parks, abandoned vehicle abatement, noise abatement, and other matters of public concern; investigates violations and initiates procedures to abate violations and obtain compliance including issuing notices of violations, citations, and other correspondence specifying necessary corrective actions, compliance, and compliance dates; serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions; carries out special projects, and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Code Enforcement Officer I

This is the entry level class in the Code Enforcement Officer series. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Code Enforcement Officer II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of code enforcement investigative work.

Code Enforcement Officer II

This is the journey level class in the Code Enforcement Officer series. Positions this level are distinguished from the Code Enforcement Officer I level by the performance of the full range of duties as assigned, working independently, and exercising 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Code Enforcement Officer I (entry level) may reasonably expect to progress to the Code Enforcement Officer II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Code Enforcement Officer I) to general supervision (Code Enforcement Officer II) from the Code Enforcement Manager, and lead direction from the Senior Code Enforcement Officer.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Enforces municipal codes and other applicable codes related to nuisance, zoning, pest infestation, noise, blight, graffiti, signage, junk and debris, abandoned or inoperable vehicles on private property, housing, and related abatement activities.

2. Performs field investigations; conducts on-site inspections of residential, industrial, and/or commercial areas to identify nuisances, potentially hazardous conditions and code violations; prepares photographic evidence of violations; records observations.

3. Takes action on community complaints concerning a variety of code violations in the implementation of the City's code enforcement program; instructs responsible parties concerning needed corrections to obtain compliance; conducts follow-up inspections to ensure corrections are made; notes actions taken and results achieved in case files and on computer database.

4. Reads, interprets, explains, and applies applicable codes to assigned duties; performs the issuance of infraction and misdemeanor citations for violations relating to public nuisances, including zoning, litter, abandoned vehicles, weeds, debris accumulation, and oversized vehicles in residential areas and parking violations.

5. Seeks compliance through written and personal contact; issues warnings and/or notices for code violations as required; prepares noncompliance letters, and final notices to property owners notifying them of violations; as appropriate, affixes a notice of violation on the property.

6. Determines compliance of specific land use permits, variances and development plans where improvements have been directed to meet zoning requirements.

7. Coordinates joint abatement and investigation activities with other city departments and agencies; informs departments of pending and ongoing investigations and activities; provides follow-up reports, records, and data to assist other departments involved in the zoning and abatement process.

8. Advises applicants, homeowners or developers of the City's requirements and the correct procedures to be taken to ensure compliance.

9. Responds to citizen complaints; issues infractions and misdemeanor citations for violations of applicable codes.

10. Prepares and maintains a variety of records, reports, logs, memoranda, and files related to field and office investigations and activities.

11. Maintains communication/action logs for code enforcement cases; enters and retrieves information from records systems.

12. Compiles code violation cases for presentation at public hearings, City Council meetings and judicial proceedings under the direction of his/her supervisor; gathers evidence; and appears as a witness in court regarding violation cases.

13. Participates in joint inspections of properties with other agencies and City departments.

14. Researches property ownership and zoning, building and parcel histories.

15. Observes and complies with City and mandated safety rules, regulations, and protocols.

16. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Basic principles and practices of code enforcement.
- State and local codes and regulations pertaining to building, substandard housing, zoning, and vehicle codes.
- Methods of office and field inspection work.
- Research methods involving discovering property ownership and zoning background.
- Research methods and techniques related to all applicable codes.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Record keeping principles and procedures.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Interpret and apply zoning and land use regulations and planning concepts to unusual or difficult zoning or municipal code violations.
- Understand and apply the rules of evidence related to public hearing and judicial cases.
- Research, interpret, explain, and apply applicable codes and ordinances to abatement work.
- Design public information and education programs related to code compliance activities.
- Make presentations to community groups and testify in hearings and court proceedings.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize multiple tasks and projects to meet deadlines.
- Obtain information through a variety of interview techniques.
- Work fairly and courteously with all customers.
- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Develop and accurately maintain a variety of work records and documents including complete case files, logs, reports, and memoranda.
- Make presentations to community groups concerning codes, ordinances and city compliance programs.
- Compile and analyze technical information.
- Learn and apply investigative techniques.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Code Enforcement Officer I

A minimum of two (2) years of experience enforcing administrative rules and regulations involving field investigations pertaining to code compliance and extensive public contact.

Code Enforcement Officer II

A minimum of three (3) years of experience enforcing administrative rules and regulations involving field investigations pertaining to code compliance and extensive public contact.

Training:

Code Enforcement Officer I
Equivalent to the completion of a High School diploma. The completion of an Associate's degree from an accredited college or university is highly desirable.

Code Enforcement Officer II
Equivalent to the completion of a High School diploma. The completion of an Associate's degree from an accredited college or university is highly desirable.

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.

Code Enforcement Officer I

Possession of or ability to obtain a P.C. 832 Peace Officer's Standards and Training (POST) Certificate within the first six (6) months of appointment.

Possession of or ability to obtain Statewide California Association of Code Enforcement Officials (CACEO) Basic Module certifications within one (1) year of appointment.

Possession of ICS and Oleoresin Capsicum spray certification within six (6) months of appointment.

Successful completion of Identification of Substandard Residencescourse by CACEO within six (6) months of appointment.

Code Enforcement Officer II

Possession of or ability to obtain a P.C. 832 at time of appointment.

Possession of Statewide California Association of Code Enforcement Officials (CACEO) Basic Module certifications at time of appointment, and ability to obtain the Intermediate Module certification within one (1) year of appointment.

Possessionof ICS and Oleoresin Capsicum spray certification at time of appointment.

Successful completion of Identification of Substandard Residences course by CACEO at time of appointment.

Special Requirements:

Employees in these classes may be required to work varying shifts and extended hours including evenings andweekends.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Code Enforcement Officer I

TO: Code Enforcement Officer II

TO: Senior Code Enforcement Officer

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

CODE ENFORCEMENT TECHNICIAN

*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 direct supervision, learns and performs routine field inspections and investigations related to property maintenance violations, zoning and housing code violations; performs research and writes reports regarding zoning and municipal code violations; carries out special projects, and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry level training classification in the Code Enforcement job series. This classification is distinguished from the Code Enforcement Officer I classification in that incumbents performs less complex and more routine code enforcement responsibilities while learning code enforcement procedures for State and municipal codes, and the rules and regulations of the Code Enforcement Division.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Code Enforcement Manager, and lead direction from the Senior Code Enforcement Officer.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Learns and enforces municipal codes and other applicable codes related to nuisance, zoning, pest infestation, noise, blight, graffiti, signage, junk and debris, abandoned or inoperable vehicles on private property, housing, and related abatement activities.

2. Learns and performs field investigations; makes on-site inspections of residential, industrial, and/or commercial areas; notes possible violations at other property sites during field investigations; takes photographs of violations in assisting in the implementation of the City's code enforcement program.

3. Learns and performs the issuance of infraction and misdemeanor citations for violations relating to public nuisances, including zoning, litter, abandoned vehicles, weeds, debris accumulation, and oversized vehicles in residential areas and parking violations.

4. Learns, prepares and issues notices of violation and noncompliance letters, and final notices to property owners notifying them of violations; as appropriate, affixes a notice of violation on the property.

5. Learns to the level of possessing the ability to determine if development projects are in compliance with zoning ordinances and regulations.

6. Advises applicants, homeowners or developers of the City's requirements and the correct procedures to be taken to ensure compliance.

7. Responds to citizen complaints; issues infractions and misdemeanor citations for violations of applicable codes.

8. Prepares written daily reports and maintains accurate records and files.

9. Assists in the preparation of code violation cases for presentation at public hearings, City Council meetings and judicial proceedings under the direction of his/her supervisor; and appears as a witness in court regarding violation cases.

10. Participates in joint inspections of properties with other agencies and City departments.

11. Researches property ownership and zoning, building and parcel histories.

12. Observes and complies with City and mandated safety rules, regulations, and protocols.

13. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- Applicable Federal, State, and municipal laws, codes and regulations, related to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Learn, interpret and apply zoning and land use regulations and planning concepts to unusual or difficult zoning or municipal code violations.
- Learn and understand rules of evidence related to public hearing and judicial cases.
- Compile and analyze technical information.
- Learn and apply investigative techniques.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 two (2) years of experience in municipal government, including one (1) year of responsible public contact work.

Training:

Equivalent to the completion of a High School diploma. Knowledge of and/or experience in construction, code enforcement, permit issuance or other building and construction related activities 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.

Possession of or ability to obtain a P.C. 832 within the first six (6) months of appointment.

Possession of or ability to obtain Statewide California Association of Code Enforcement Officials (CACEO) Basic Module certifications within one (1) year of appointment.

Possession of ICS and Oleoresin Capsicum spray certification within six (6) months of appointment.

Successful completion of Identification of Substandard Residencescourse by CACEO within six

(6) months of appointment.

Special Requirements:

Employees in this class may be required to work varying shifts and extended hours including evenings andweekends.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Code Enforcement Technician

TO: Code Enforcement Officer I

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

COMMUNITY DEVELOPMENT DIRECTOR

*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 administrative and policy direction, manages, organizes, and directs the operations and activities of the Community Development Department including current, advanced, and environmental planning; building and safety; community code enforcement; emergency management; business licensing; and housing programs. Manages the effective use of assigned resources to improve organizational productivity and customer service; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies; provides complex and responsible support to the City Manager in areas of expertise; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Community Development Department including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City's Community Development Department programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assumes full management responsibility for all Community Development Department services, programs, and activities including planning, building and safety, community code enforcement, emergency management, business licensing, and housing programs.

2. Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership and direction in the development of short- and long-range plans.

3. Oversees and participates in the development and administration of the Community Development Department's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

4. Assures that assigned areas of responsibility are performed within budget; performs cost-control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds; personnel, materials, facilities, and time.

5. Provides advice and highly responsible and complex technical support and staff assistance to the Assistant City Manager and City Manager; oversees and conducts a variety of organizational studies, investigations, and operational studies; recommends and implements modifications to programs, policies, and procedures as appropriate.

6. Informs and updates Assistant City Manager, City Manager, and elected and appointed officials on community development matters.

7. Assesses, develops, and standardizes community development procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitor workload, administrative and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.

8. Cultivates relationships with the community for the purpose of facilitating networks to coordinate and enhance services to residents.

9. Develops partnerships and collaborations with other agencies and community-based organizations; established and maintains communication lines for receiving public input into various projects and programs.

10. Develops, implements, and maintains the City's general plan; directs current, long-term, and environmental planning activities including zoning, development applications, subdivisions, variances, environmental review, and design review activities; presents and justifies proposed plans, plan revisions, ordinances, and other recommendations involving current and advanced planning objectives; provides staff direction regarding department policy interpretation and conducts meetings with the public regarding related issues.

11. Oversees City compliance with current environmental laws and acts, including providing necessary direction and updated information to staff, setting policies, and drafting a variety of review reports.

12. Oversees land use and planning activities, including analyzing and reviewing complex development proposals; negotiates and manages consultant contracts or planning projects as well as development agreements.

13. Directs and participates in the preparation of planning studies including analysis, review, and presentation of narrative and statistical findings and recommendations.

14. Manages current planning functions that includes all planning and building permit processing and insures compliance with all local, state, and federal regulations such as the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

15. Manages current and advanced planning functions and related to development projects and design projects and plans, policy development, and major policy documents including general plan, zoning, specific plan, development agreements, and various master plans and special studies.

16. Provides project management for the most complex planning studies; analyzes site design, terrain constraints, circulation, land use compatibility, utilities, and other urban services for all planning applications; ensures compliance with federal, state, local laws, rules and regulations.

17. Confers with engineers, developers, architects, and a variety of agencies and the general public in acquiring information and coordination of planning, zoning, subdivision, building, environmental, and related matters; provides information regarding City development.

18. Oversees the Community Development Department’s building, landscape, and grading (non-engineered) plan check review process to ensure compliance with approved development plans reviewed and approved by the Planning Commission and City Council.

19. Oversees activities and operations of the City Building Division's building inspection and building code enforcement functions to ensure compliance with City and mandated rules, regulations, policies, and procedures.

20. Oversees and manages business taxation, and administers business licensing program.

21. Oversees contract services providing Building Official services; or subordinate staff serving as the Building Official.

22. Oversees and participates in the operations and activities of the Community Emergency Response Team (CERT) and Emergency Services programs including implementing City activities and events.

23. Oversees and administers the City's Code Enforcement program; serves as the City's facilitator in interpreting municipal code violations with representation from legal, police, and planning; determines public nuisances, and issues civil fines when administrative remedies are unsuccessful in gaining code and permit compliance.

24. Researches grant funding opportunities as requested by the City Manager; prepares grant applications; manages the implementation of grant funded programs and evaluates programs for accomplishment of stated objectives; manages and oversees the Community Development Block Grant (CDBG) programs and administration including housing rehabilitation loan program.

25. Coordinates with local and regional partners related to growth, housing, and transportation issues.

26. Coordinates and promotes enterprise zone activities, downtown revitalization projects, and similar programs in support of redevelopment and economic development goals and objectives.

27. Serves as liaison for the City with the financial and business community, government agencies, Chamber of Commerce, and other representatives to facilitate business expansion and development opportunities; serves as the liaison to the City Planning Commission and coordinates all commission activities.

28. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

29. Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.

30. Maintains and directs the maintenance of working and official department files.

31. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

32. Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

33. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

34. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

35. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of recreation programming and natural resource management; research emerging products and enhancements and their applicability to City needs.

36. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

37. Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required; monitors legislative activity and funding availability for Community Development programs.

38. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

39. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services, and activities related to a comprehensive community development program, including planning, building and safety, community code enforcement, emergency management, business licensing, and housing programs.
- Principles and practices of development services programs and management in a municipal setting.
- Theories, principles, and contents of General Plan, land use, zoning, subdivision, and urban planning regulations, natural resource protection, and environmental laws.
- Principles and techniques of conducting site planning, architectural review, subdivision design, land use, and other analytical studies; evaluating alternatives and making sound recommendations.
- Principles and practices of a comprehensive building services program including building inspection, plan check, construction management, and community code compliance activities.

- Methods and techniques of administering Community Development Block Grant (CDBG) programs.
- Historic preservation laws and practices.
- State housing laws and housing program practices.
- Current social, political and environmental issues influencing community development programs.
- Building, electrical, mechanical, and related codes and regulations, including the Uniform Building Code.
- Administration, principles, and practices of grant funding and administration.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- City organization and functions of the various departments in the City.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive community development program.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer large program budgets.

- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Conduct effective media and public relations.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Seven (7) years of increasingly responsible professional level experience in planning, building and safety, community code enforcement, emergency management, business licensing, and housing programs, including three (3) years of management and administrative responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in urban planning, community development, architecture, civil engineering, geography, landscape architecture, business or public administration, or a related field. A Master's degree in a related field is highly desirable.

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.

Possession of job related certifications are highly desirable and may consist of the American Institute of Certified Planners (AICP) Certification, Congress of New Urbanism Accreditation (CNU-A), and/or professional engineering license(s).

Special Requirements:
Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 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: Community Development Director

TO: Assistant City Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

COMMUNITY SERVICES DIRECTOR

*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 administrative and policy direction, manages, organizes, and directs the operations and activities of the Community Services Department and the Wildomar Cemetery District, including recreation facilities and programs, special events, facility rentals, parks, cemetery, and open spaces; manages the effective use of assigned resources to improve organizational productivity and customer service; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies; provides complex and responsible support to the City Manager in areas of expertise; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Community Services Department and Cemetery District including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City's Community Services Department programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assumes full management responsibility for all Community Services Department, and Wildomar Cemetery District programs, services, and activities, including planning, directing, supervising, and coordinating the work, facilities, and programs of the parks, recreation, special events, open spaces, contracted services, and Cemetery District operations.

2. Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership and direction in the development of short- and long-range plans.

3. Oversees and participates in the development and administration of the Community Services Department's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

4. Assures that assigned areas of responsibility are performed within budget; performs cost-control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds; personnel, materials, facilities, and time.

5. Provides advice and highly responsible and complex technical support and staff assistance to the Assistant City Manager and City Manager; oversees and conducts a variety of organizational studies, investigations, and operational studies; recommends and implements modifications to programs, policies, and procedures as appropriate.

6. Informs and updates Assistant City Manager, City Manager, and elected and appointed officials on community services matters.

7. Assesses, develops, and standardizes recreation, community services, and Cemetery District procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitor workload, administrative and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.

8. Cultivates relationships with the community for the purpose of facilitating networks to coordinate and enhance services to residents.

9. Develops partnerships and collaborations with other agencies and community-based organizations; established and maintains communication lines for receiving public input into the development of Parks and Community Services Department programs and facilities.

10. Advises and assists in the development of long-range plans and goals for land use, buildings, parks, and equipment for recreation programs, and the Cemetery District.

11. Directs the maintenance and repair of City facilities and equipment used to deliver recreation, community services, and Cemetery District services.

12. Coordinates the issuance of special event permits and the rental of City facilities, buildings, and park sites.

13. Responds to and meets with property owners, homeowner groups, business districts, and the public.

14. Manages and participates in the development and implementation of the comprehensive capital project program for the department; coordinates City-wide planning needs with other departments; plans and directs the development of new facilities and programs and improvements to existing facilities and programs.

15. Reviews and advises on park and landscape maintenance inspection reports; advises staff on how to enforce and interpret scope of services for contract maintenance services; to identify and resolve work problems; and to determine additional needs.

16. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

17. Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.

18. Maintains and directs the maintenance of working and official department files, including, but not limited to all records and files for City financial, personnel, risk management, and technology programs and activities.

19. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

20. Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

21. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications

and service quality.

22. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

23. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of recreation programming and natural resource management; research emerging products and enhancements and their applicability to City needs.

24. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

25. Monitors changes in laws, regulations, and technology that may affect City, departmental, or Cemetery District operations; implements policy and procedural changes as required; monitors legislative activity and funding availability for Parks, Community Services, or Cemetery District programs.

26. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

27. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services, and activities related to a comprehensive community services program, including the use of parks, park facilities, special events, facility rentals, cemetery facilities, and open spaces.
- Recreational and social needs and interests of the community.
- Materials, methods, techniques, and terminology related to the maintenance and repair of City parks, park facilities, cemetery facilities, and open spaces.
- Modern methods and techniques of planning and appraising municipal parks, recreation facilities, and the cemetery.
- Administration, principles, and practices of grant funding and administration.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Procedures for planning, implementing, and maintaining a variety of recreation and leisure activities and programs through community participation.
- Principles and practices of park planning and design.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.

- Principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- City organization and functions of the various departments in the City.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive community services program.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer large program budgets.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.

- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Conduct effective media and public relations.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Seven (7) years of increasingly responsible professional level experience in Recreation, Community Services, or Parks, including three (3) years of management and administrative responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in recreation administration, public or business administration, or a related field. A Master's degree in related field is highly desirable.

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.

Possession of CPR and First Aid Certifications are highly desirable.

Special Requirements:

Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a daily basis with regular exposure to varying temperatures and excessive noise; and may have limited exposure to dust, fumes and allergen; unpleasant odors; and vermin, insects, and parasites. The incumbent will be required to occasionally work at heights up to six feet, work in confined spaces, and use protective clothing and equipment. The incumbent may infrequently be exposed to hostile, violent and/or offensive individuals.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; to operate a motor vehicle to visit various City sites and to observe project sites and work in progress. Color vision is required to read printed materials, a computer screen and to observe ground conditions. Hearing and speech is required to communicate in person and over the telephone. Smell is required in order to discern safety issues. Touch is required in order to use a computer and in monitoring working conditions. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required, as well as regular visits to the field and work sites. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and to perform tasks in the field. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 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: Community Services Director

TO: Assistant City Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

COMMUNITY SERVICES MANAGER

*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 direction, plans, organizes, administers, coordinates, and performs a wide variety of managerial, administrative and technical duties as a division manager overseeing the City's Parks and Cemetery District; participates, coordinates, and supervises special events, recreation facilities; facility rentals, parks, cemetery and open spaces; manages the effective use of division resources to improve organizational productivity and customer service; prepares a variety of operational, statistical, and activity reports; provides complex and responsible support to the Community Services Director; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Division Head/Manager level classification in the Community Services series, with responsibility for managing and participating in the work of the Community Services Division. Work assignments are typically given as broad, conceptual ideas and directives and incumbents are accountable for overall results and responsible for developing guidelines, action plans, and methods to produce deliverables on time and within budget. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies, and regularly exercise a high degree of professional judgment in accordance with accepted practices and procedures, rules and regulations, and appropriate laws and codes.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Services Director. Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assists in the development and implementation of division goals, objectives, policies, and priorities for assigned functions and programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership in the development of the Community Services Department's short- and long-range plans.

2. Participates in the development and administration of the Community Services Department's operating budgets; forecasts funds needed for the staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

3. Provides advice and highly responsible technical support and staff assistance to the Community Services Director, Assistant City Manager and City Manager; conducts a variety of organizational studies and investigations; recommends and implements modifications to programs, policies, and procedures as appropriate.

4 . Manages, directs, administers, and oversees the City's Parks and Cemetery District; participates, coordinates, and supervises special events, recreation facilities; facility rentals, parks, cemetery and open spaces, as assigned.

5 . Provides day-to-day leadership and works with supervisors and staff to ensure high performance, customer service oriented work environment which supports achieving City objectives and service expectations.

6 . Develops and sustains public and private partnerships within the community; participates in the evaluation and maintains effectiveness in serving the public; connects with community leaders, organizations, non-profits and faith based community as ambassadors and champions of the City towards public safety programs.

7 . Establishes relationships and works effectively with organized community groups and agencies for the promotion and coordination of programs; serves as the City's representative with internal City departments; and external partners and service providers.

8. Plans, schedules, and supervises the work of crews responsible for the construction, maintenance, and repair of parks and cemetery facilities and related structures; tree trimming and removal; and mowing services.

9. Inspects park areas and cemetery facilities to evaluate work in progress and upon completion to assure that repairs, maintenance, and project activities are performed in accordance with City regulations, policies, and operating procedures and practices; identifies and resolve work problems and determine additional needs.

10. Monitors work sites and ensures adherence to safe and efficient work practices and procedures; responds to and resolves complex work related or equipment operating problems.

11. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

12. Participates in planning and developing new forms, procedures, policies, and programs pertaining to cemetery and community services programs.

13. Establishes positive working relationships with the public and co-workers, representatives of community organizations, state/local agencies, City management and staff.

14. Develops and monitors contracts with consultants and vendors.

15. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out the work and goals of the division; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

16. Participates in and recommends the selection of assigned staff; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; recommends and implements discipline.

17. Trains staff in proper inspection practices and methods and evaluate field practices; assesses needs for additional educational development; arranges and provides training and education programs for public as necessary.

18. Verifies work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensures adherence to safe work practices and procedures.

19. Serves as staff on a variety of boards, commissions and committees; prepares and presents staff reports and other necessary correspondence; responds to Council, staff, media and the public as appropriate; attends assigned meetings including Planning Commission meetings, as necessary.

20. Attends and participates in professional group meetings; stays abreast of relevant issues and changes to codes, ordinances, laws, and regulations.

21. Maintains division records in accordance with departmental policy.

22. Develops and implements various systems and procedures to meet division goals, objectives, and policies.

23. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

24. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

25. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities related to the use of parks, park facilities, special events, facility rentals, cemetery facilities, and open spaces.
- Materials, methods, techniques, and terminology related to the maintenance and repair of City parks, park facilities, cemetery facilities, and open spaces.
- Principles and practices of park planning and design.
- Procedures for planning, implementing, and maintaining a variety of recreation and leisure activities and programs through community participation.
- Administrative principles and practices including goal setting, program development, implementation and evaluation.
- Principles and practices of program development and administration, and budgeting.
- Principles of City government organization, functions, and management.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles of supervision, training, and performance evaluation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles and practices of leadership and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices used in dealing with the public tactfully and the use of non-confrontational approaches.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform managerial and professional duties in support of a comprehensive community services program.
- Provide administrative and professional leadership for the Community Services Parks and Cemetery District Division.
- Respond to maintenance and repair emergencies.
- Understand, interpret, apply and explain federal, state, and local laws, regulations and codes pertaining to land use, building, zoning, housing, parking, and graffiti restitution, business license, abandoned vehicles, weed abatement, and vector control abatement.
- Recommend and implement division goals, objectives, and procedures.

- Plan, organize, direct, and coordinate, the work of assigned staff.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer division budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Effectively represent the division, district and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 five (5) years of increasingly responsible management and/or administrative experience in parks, recreation, and community services program administration, of which two (2) years included administrative and supervisory experience.

Training:

Equivalent to the completion of a Bachelor's degree from an accredited college or university in recreation administration, public or business administration, or a related field. Two years of additional qualifying experience may substitute for two years of the required education.

.

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 this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees in this class also work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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: Community Services Manager

TO: Community Services Director

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

DEPUTY CITY CLERK I/II

*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, performs a wide variety of administrative and support tasks in the City Clerk's Department; performs the duties of the City Clerk in the City Clerk's absence; provides information and assistance to the public regarding department activities; assists in the conduct of municipal elections, records management, and Public Records Act requests; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Deputy City Clerk I

This is the entry level class in the Deputy City Clerk series. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Deputy City Clerk II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of administrative and technical work associated with the City Clerk's Office.

Deputy City Clerk II

This is the journey level class in the Deputy City Clerk series. Positions at this level are distinguished from the Deputy City Clerk I by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Incumbents are expected to perform the more difficult administrative and technical duties requiring a thorough knowledge of the City Clerk's Office systems and procedures. 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 City Clerk's Office. The Deputy City Clerk II level may serve in the full role of City Clerk in his/her absence at City Council meetings, as required. This class is further distinguished from the Assistant City Clerk in that the higher level assists in the administration of the City Clerk's Office; performs the most complex administrative work; oversees the Records Management Program, and exercises supervisory responsibility.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Deputy City Clerk I (entry level) may reasonably expect to progress to the Deputy City Clerk II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the City Clerk's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Deputy City Clerk I) to general supervision (Deputy City Clerk II) from the City Clerk or Assistant City Clerk as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Performs a wide variety of responsible, and confidential duties for the publication, filing, indexing, and safeguarding of City Council, Commission, and Committee proceedings.

2. Assists in the preparation, development, distribution, filing, and archiving of official City documents; and assists the City Clerk in the management and administration of the City's Records Management Program.

3. Assists in the preparation of City-wide Records Disposal surveys and scheduling of disposal/retention; assists with preparation of departmental inventory and records disposal lists in accordance with applicable laws, policies, and procedures.

4. Provides administrative support to department heads related to various Commissions and Committees; attends meetings, takes notes, and prepares minutes of Commission and Committee meetings and other proceedings. Additionally, when assigned to the Deputy City Clerk II level, serves as Clerk to the Commission or Committee including conducting roll call and announcing votes.

5. Provides administrative support to the City Council in the absence of the City Clerk; attends City Council meetings, takes notes, and prepares minutes. Additionally, when assigned to the Deputy City Clerk II level, serves as City Clerk to the City Council including conducting roll call and announcing votes.

6. Prepares, posts, and distributes notices of public meetings and hearings; and prepares and distributes other notices in accordance with municipal, State, and Federal requirements.

7. Administers active records; verifies and coordinates document completion prior to imaging and/or filing documents; processes records which include assigning a record code to documents.

8. Researches and drafts letters, memoranda, and administrative reports.

9. Assists in the compiling of the City Council, Commission, and Committee agendas; suggests revisions; assists in the distribution of agenda packets to the City Council, City Attorney, Committee Members, City Manager, City departments and general public in a complete and timely manner.

10. Compiles original documents, transmittal letters, affidavits and exhibits from City Council, Commission, and Committee Meeting agenda items; prepares meeting minutes; processes actions resulting from meetings.

11. Assists in the drafting of ordinances and resolutions; ensures proper distribution and recording of ordinances, resolutions, agreements, and deeds.

12. Assists the City Clerk in organizing and administering the filing of Statement of Economic Interest and Campaign Statements for elected and appointed City officials and employees; examines and verifies nomination papers from candidates.

13. Researches City records; responds to Public Records Act Requests; prioritizes research requests (internal and external) to meet imposed deadlines; standardizes classification and indexing of records on imaging system for efficient query response and correct classification.

14. Keyboards and proofreads a wide variety of reports, letters, memoranda, correspondence and statistical charts from rough draft, verbal instruction, or transcribing machine; independently composes correspondence related to assigned area of responsibility.

15. Receives, reviews, and processes various reports and records including agenda items (all documentation presented to City Council, Commissions and Committees), agreements, bid contracts, Council correspondence (materials received from external resources), insurance certificates, bonds, preliminary notices, stop notices, minutes, ordinances, resolutions, Municipal Code, deeds, and notices of completions.

16. Serves on various commissions and committees, and attends meetings as assigned.

17. Prepares and presents staff reports to the City Council, Commissions and Committees as required, when assigned to the Deputy City Clerk II level.

18. Utilizes various computer applications including Microsoft Office products and software systems and Laser Fiche; enters and maintains data; generates reports from a database or network system; creates documents using word processing software.

19. Maintains and orders office supplies; prepares purchase orders and check requests; receives invoices, checks for accuracy and processes for payment.

20. Sets up meeting rooms with necessary table arrangements, audio-visual equipment, and related supplies; breaks down meeting rooms by returning items to their original destination and/or arrangement.

21. Serves as a certified Notary Public for City business matters.

22. Provides back-up support to other office staff as required, and works within a team environment.

23. Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner.

24. Observes and complies with City and mandated safety rules, regulations, and protocols.

25. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods, and equipment including computers and related software applications such as word processing, spread sheets and databases.
- Office and records management principles, methods and procedures.
- Principles and procedures of record keeping and filing.
- Practices used in minute taking and preparation.
- English usage, spelling, grammar and punctuation.
- Applicable federal, state and local laws, codes and regulations.
- Methods and techniques of public relations and customer service.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform responsible administrative and technical support duties.
- Learn, interpret, and apply administrative and departmental policies and procedures.
- Respond tactfully, clearly, concisely and appropriately to inquiries from the public or other agencies on issues in area of responsibility.
- Keyboard at a speed necessary for successful job completion.
- Maintain confidentiality of information and exercise tact and diplomacy in interpersonal dealings which are difficult, highly sensitive and confidential.
- Follow written and oral directions.
- Plan and organize work to meet changing priorities and deadlines.
- Communicate clearly and concisely, both orally and in writing.
- Exercise sound independent judgment within areas of responsibility.
- Understand, interpret, and apply laws, rules, regulations, policies and procedures related to assigned duties.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.

- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Deputy City Clerk I

A minimum of two (2) years of experience performing specialized, technical administrative support work.

Deputy City Clerk II

A minimum of two (2) years of experience performing specialized, technical administrative support work in a City Clerk's Office or public agency including maintaining complex files and records; providing varied and complex technical assistance regarding policies, procedures and regulations to staff and the public; and the preparation of agendas and taking minutes of public meetings.

Training:

Deputy City Clerk I

Equivalent to the completion of an Associate's degree from an accredited college or university with major coursework in Business Administration, Public Administration, or a related field. Two (2) years of additional qualifying experience may substitute for up to two (2) years of the required education.

Deputy City Clerk II

Equivalent to the completion of an Associate's degree from an accredited college or university with major coursework in Business Administration, Public Administration, or a related field. Two (2) years of additional qualifying experience may substitute for up to two (2) years of the required education. The possession of a Bachelor's degree is highly desirable.

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.

Possession of, or ability to obtain, a valid certificate as a Notary Public issued by the State of California.

Possession of a Certified Municipal Clerk certificate is highly desirable.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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; 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: Deputy City Clerk I

TO: Deputy City Clerk II

TO: Assistant City Clerk

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

DEVELOPMENT SERVICES TECHNICIAN I/II

*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, performs a variety of technical duties in support of the City's development services; advises and interprets, for the public, requirements of various codes as they relate to the construction and use of building, structures, land use and land development; processes, reviews, and approves technical plans for conformance with building, planning, and engineering requirements; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Development Services Technician I

This is the entry level class in the Development Services Technician series. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Development Services Technician II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of development services and permitting related work.

Development Services Technician II

This is the journey level class in the Development Services Technician series. Positions this level are distinguished from the Development Services Technician I level by the performance of the full range of duties as assigned, working independently, and exercising 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Development Services Technician I (entry level) may reasonably expect to progress to the Development Services Technician II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Development Services Technician I) to general supervision (Development Services

Technician II) from higher level management as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

All Assignments:

1. Assists the public in the application process for building, land use, and engineering permits and other developmental processes; responds to citizen complaints.

2. Interprets and applies various Building Codes, Land Use and Development Ordinances.

3. Conducts permit processing for the Planning, Building, and Engineering Divisions; reviews permit applications, plans, specifications, and supporting documents for completeness and compliance with legal standards and City requirements.

4. Reads plans, calculates variations, and determines appropriate fees; prepares bills, collects fees, and issues receipts.

5. Provides appropriate information regarding zoning, subdivision plans, building ordinances, procedures; and requirements to the public including homeowners, developers, contractors, engineers, and architects.

6. Applies departmental policies and procedures in determining completeness of applications, records, and reports; provides appropriate forms to the public; processes appropriate information.

7. Notifies applicants when plans or permits are ready for delivery or issuance; provides status updates.

8. Performs a wide variety of routine to complex administrative duties in support of the Development Services Department; answers phone calls and responds to email inquiries from the public; establishes and maintains filing systems; creates and modifies forms as necessary; prepares and proofreads a wide variety of correspondence, letters, memoranda, reports, statistical charts, and other written materials; distributes reports internally and to various governmental offices; organizes and assembles documents; files and catalogues maps, photos, and other planning exhibits and documents; inputs data to computer; verifies accuracy of information; researches discrepancies and records information; may assist in the preparation of staff reports.

9. Logs, tracks, and distributes plans and related documents to other agencies or departments; solicits input; coordinates plan reviews with consultant plan checkers and applicants; track plan check applications from submission until approval.

10. Logs inspection requests and prepare field files for daily inspection for building inspections.

11. Prepares Certificates of Occupancy as required.

12. Assists contractors and applicants with preparation of forms and plans needed for the issuance of permits.

13. Assists applicants and inspectors in coordinating inspection requests.

14. Compiles information and data for statistical and financial reports; maintains a variety of statistical records; checks and tabulates statistical data.

15. Contacts the public and outside agencies in acquiring and providing information and making referrals.

16. Receives, files and maintains workers' compensation certificates; verifies business and state contractor's licenses.

17. Observes and complies with City and mandated safety rules, regulations, and protocols.

18. Performs related duties as required.

Building Assignments:

1. Answers questions relating to building codes, special soil study zones and departmental practices and procedures.

2. Processes and plan checks mobile home permits and completes required forms and documents.

Engineering Assignments:

1. Issues transportation, grading and encroachment permits.

2. Processes maps, plans and other documents for accuracy, format, completeness and adherence to established engineering practices and compliance with related regulations and codes.

3. Reviews and processes engineering consultant invoices; reviews and calculates mitigation fees.

4. Prepares reports and resolutions for final map,vacations and other legal documents.

Planning Assignments

1. Responds to inquiries relating to the General Plan, Zoning, Development Code and other requirements pertaining to development and use of property.

2. Signs off on zoning clearances and on permits for primary and accessory structures, fences and walls andother similar structures.

3. Processes applications for setback adjustments, signs, tree removal, home occupation, temporary outdoor events and other minor planning applications.

4. Prepares hearing notices and Development Review Committee agendas.

5. Assists professional staff in the preparation of basic CEQA documents.

6. Prepares various maps, charts, graphs, and transparencies for presentations.

QUALIFICATIONS

Knowledge of:

- Building construction methods and the reading of building plans.
- State laws and City ordinances governing building, land use and zoning matters.
- Planning and zoning as they relate to ordinances, governing land use and zoning.
- Mathematicsfor the purpose of reading building plans and maps, and calculating valuations and fees.
- Communication skills and techniques required for gathering, evaluating and transmitting information.
- Methods and techniques for analyzing and interpreting construction design plans, specifications, and working plans related to code enforcement procedures and practices.
- Basic knowledge of structural technology; construction practices and techniques, new building construction, and/or alterations ofexisting structures.
- Principles and practices of customer service.
- Research methods and techniques related to all applicable codes.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.

- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Read building plans.
- Use independent judgment based on established policies.
- Work well with people and handle a public counter and telephones of a public agency in a calm, self-assured, and confident manner.
- Use knowledge and experience to work with architects, engineers, contractors, real estate brokers, appraisers, and the public to solve problems and achieve cooperative relationships.
- Coordinate activities with other City departments, jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Develop and accurately maintain a variety of work records and documents including complete application files, logs, reports, and memoranda.
- Compile and analyze technical information.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Development Services Technician I

A minimum of two (2) years of administrative and technical program support including extensive public contact experience. Experience in the building and construction field is highly desirable, as well as public agency experience. The possession of an Associate's degree in construction technology or a related field may substitute for two years of the required experience.

Development Services Technician II

A minimum of four (4) years of experience in permit processing for building, land use,

and/or engineering. The possession of an Associate's degree in construction technology or a related field may substitute for two years of the required experience.

Training:

Development Services Technician I
Equivalent to the completion of a High School diploma. The completion of an Associate's degree from an accredited college or university in construction technology or a related field is highly desirable.

Development Services Technician II
Equivalent to the completion of a High School diploma. The possession of a Bachelor's degree from an accredited college or university in construction technology or a related field is highly desirable.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data

using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Development Services Technician I

TO: Development Services Technician II

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

ECONOMIC DEVELOPMENT DIRECTOR

*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 administrative and policy direction, manages, organizes, and directs the functions of the City's Economic Development Department including, but not limited to, business attraction, retention and expansion, and fundraising; formulates policies and develops goals and objectives; coordinates assigned activities with other divisions, departments, outside agencies, and business organizations; provides complex and responsible support to the City Manager in areas of expertise and advises on economic development activities; serves as the City's Public Information Officer (PIO); and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Economic Development Department including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City's Economic Development programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Assumes full management responsibility for assigned services and activities of the Economic Development Department including, but not limited to business retention, expansion, and attraction programs and incentives; manages and administers a variety of economic development programs and incentives including fee deferral, facade improvement grants, and business retention and expansion programs and incentives.

2. Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; participates in policy formulation effecting business; recommends, develops, implements, and administers policies and procedures.

3. Serves as the chief liaison for the Economic Development Department to other divisions, departments, and outside agencies; acts as the chief liaison between business organizations, individual businesses, and the City; provides information and resources including interpretations of codes and ordinances; coordinates parallel efforts; negotiates and resolves sensitive and controversial issues.

4. Oversees and performs a full range of marketing and public relations activities; oversees and performs research of economic information and market data; manages the creation and distribution of marketing and collateral materials; coordinates City-wide branding/marketing efforts; prepares and presents information at meetings of various organizations, groups, and clubs; oversees and provides information and direction regarding the Economic Development Department's web page of the City's website; evaluates and reviews publications for the economic development newsletter; oversees and provides articles for other organization's newsletters; serves as the official contact for press.

5. Oversees and participates in the development and administration of the Economic Development Department's operating and special program budgets; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

6. Provides advice and highly responsible and complex technical support and staff assistance to the Assistant City Manager and City Manager; oversees and conducts a variety of organizational studies, investigations, and operational studies; recommends and implements modifications to economic development programs, policies, and procedures as appropriate.

7. Informs and updates Assistant City Manager and City Manager, and elected and appointed officials on economic development matters, prospective projects, sensitive business community issues, and related matters.

8. Oversees and conducts public and City staff seminars and workshops on a variety of economic development and related subjects and programs.

9. Attends and participates in professional group meetings; serves as the City's lead representative to regional, state, and national economic development organizations for the purposes of

collaboration; stays abreast of new trends and innovations in the field of economic development; evaluates the latest best practices as options for the City.

10. Tracks state, federal, and local legislation which may have in impact on the City and its residents and/or the business community.

11. Manages the performance of a full range of business retention and attraction duties; oversees and performs visits of businesses; oversees and provides site location, market research, and related information.

12. Negotiates and administers incentive and consulting agreements.

13. Establishes and manages an interdepartmental team for the development and implementation of multifaceted economic development programs.

14. Identifies and pursues economic development related funding through grants from federal, state, local and private sources.

15. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

16. Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.

17. Maintains and directs the maintenance of working and official department files, including, but not limited to all records and files for City economic development programs and activities.

18. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

19. Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

20. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

21. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

22. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

23. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

24. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services, and activities of an Economic Development program.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- General planning practices and planning law.
- City of Wildomar development permit process and business license process.
- Business, market, and economic indicators and trends.
- Economic development concepts and strategies.
- Economic incentive and financing methods.
- Marketing concepts and principles.
- City organization and functions of the various departments in the City.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Types and locations of business related resources and commercial real estate.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive economic development program.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.

- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer large program budgets.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Conduct effective media and public relations.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Seven (7) years of increasingly responsible professional level experience in economic development and planning with a minimum of three (3) years of management, administrative and/or supervisory or project management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, economics, or a related field. A Master's degree in related field is highly desirable.

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 this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: Economic Development Director

TO: Assistant City Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

HUMAN RESOURCES ADMINISTRATOR I/II

*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 direction, plans, organizes, administers, coordinates, and performs a wide variety of managerial and professional level duties in support of a comprehensive human resources program including recruitment and selection, classification and compensation, employee and labor relations, benefit administration, safety and risk management functions for the City of Wildomar; administers general liability, workers' compensation, health/wellness, leave management, return-to-work, safety management, and employee training; provides complex and responsible support to the Administrative Services Director; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Human Resources Administrator I

This is the journey level class in the professional Human Resources Administrator series. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Human Resources Administrator II. The lower level exercises less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level perform routine to moderately complex assignments and are expected to become fully knowledgeable of the assigned areas, and learn to perform the full range of human resources functions. Further, incumbents at this level do not have supervisory responsibility; and do not have responsibility for the Risk Management function.

Human Resources Administrator II

This is the advanced/senior level classification with responsibility for managing and participating in all functions and activities of the Human Resources and Risk Management Division, including responsibility for Risk Management. Work assignments are typically given as broad, conceptual ideas and directives and incumbents are accountable for overall results and responsible for developing guidelines, action plans, policies and procedures, and methods to produce deliverables on time and within budget. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies.

Flex Staffing

This series may be flexibly staffed at either the journey level or advanced level. Incumbents appointed to the Human Resources Administrator I (journey level) may reasonably expect to

progress to the Human Resources Administrator II (senior level) upon attaining and demonstrating the full knowledge, skills and abilities of the higher level; being assigned supervisory responsibility; being assigned responsibility for the Risk Management function; as well as meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision (Human Resources Administrator I) to general direction (Human Resources Administrator II) from the Administrative Services Director. May provide lead direction over lesser skilled administrative support staff (Human Resources Administrator I); and may exercise general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi-skilled assigned staff (Human Resources Administrator II).

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

Human Resources Administrator I

1. Assists in the implementation of division goals, objectives, and priorities for assigned programs; assists in the administration of policies and procedures; provides professional support in the administration of the Human Resources Division's services.

2. Provides responsible technical support and staff assistance to the Administrative Services Director.

3. Coordinates and implements recruitment and selection activities including announcement development; application screening and evaluation; examination selection, development, and testing; candidate certification and interviews; background checks, on-boarding and new employee orientations; coordinates the City's Livescan system for employment.

4. Coordinates benefit administration activities for the City, including open enrollment.

5. Coordinates the processing of personnel action forms ensuring compliance with City personnel rules and regulations.

6. Provides assistance with employee relations issues; provides information and assistance to departmental personnel regarding employee evaluations, disciplinary actions and other employee relations issues.

7. Coordinates employee leaves and return-to-work programs; facilitates interactive processes to thoroughly evaluate and document employee needs and the City's ability to provide accommodations.

8. Participates in the development, implementation, and tracking of employee training and development efforts; facilitates mandatory training courses.

9. Conducts research, analyzes data, and prepares recommendations for a variety of human resource issues and topics; makes oral presentations as required.

10. Responds to internal and public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.

11. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of human resources administration.

12. Develops and monitors contracts with consultants and vendors.

13. Maintains and secures all official personnel files and human resources records in accordance with various regulatory requirements.

14. Serves as a liaison to all City departments on human resources matters; explains and interprets programs, policies, and activities; participates in resolving sensitive personnel issues.

15. Develops and implements various systems and procedures to meet division goals, objectives, and policies.

16. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

17. Performs other related duties as required.

Human Resources Administrator II (In addition to the Essential Duties Assigned at the "I" Level)

1. Develops and implements division goals, objectives, policies, and priorities for a comprehensive human resources program; recommends, develops, implements, and administers policies and procedures; provides leadership in the development of the Human Resources Division's short- and long-range plans.

2. Oversees and participates in the development and administration of the Human Resources Division's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

3. Provides advice and highly responsible technical support and staff assistance to the Administrative Services Director, and City Manager; conducts a variety of organizational studies and investigations; recommends and implements modifications to programs, policies, and procedures as appropriate.

4. Conducts and implements classification, reclassification, and organizational studies; evaluates and determines appropriate classifications and structures; prepares written reports and recommendations; develops new and revises existing classification specifications.

5. Conducts wage, salary and benefit studies and surveys for the purpose of compensation administration; compiles data and prepares written reports including recommendations for action.

6. Provides assistance with employee relations issues; consults with managers and employees regarding the interpretation of personnel practices, policies, and procedures including related laws and regulations; provides information and assistance to departmental personnel regarding employee evaluations, disciplinary actions and other employee relations issues.

7. Provide oversight of all disciplinary matters within the City and provides recommendation of disciplinary action; provide training and advice to employees on the principles of discipline, including applicable law; attend disciplinary and grievance hearings; provide oversight in the preparation of all related written reports and correspondence.

8. Plans, develops, coordinates, and implements a comprehensive safety and risk management program including policies and procedures within a City Safety Manual and Injury and Illness Prevention Program; risk management and loss control; risk assessment; workers' compensation; and property and liability insurance programs.

9. Manages the City's Workers' Compensation Program and performance through a third-party administrator; oversees the investigation of accidents and injuries and the evaluation of claims; coordinates workers' compensation injury management and programs to minimize lost time injuries.

10. Develops and maintains an OSHA compliant record keeping system and documentation for work related injury or illness, safety training, and related reports; tracks pertinent licenses and certifications; chairs the City's Safety Committee; facilitates and coordinates meeting agendas

and minutes; ensures compliance with the Department of Transportation's Drug and Alcohol Testing program, and maintain appropriate records.

11. Evaluates and recommends training needs and priorities; develops training content and selects trainers; addresses concerns and questions regarding training and employee development.

12. Conducts research, analyzes data, and prepares written and statistical reports and recommendations for a variety of human resource issues and topics; makes oral presentations as required; updates and revises written directives, rules, andregulations and various handbooks as appropriate.

13. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out the work and goals of the division; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

14. Participates in the selection of assigned staff; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; recommends and implements discipline.

15. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

16. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

Human Resources Administrator I

- Principles of City government organization, functions, and management.
- Functions, and processes related to Human Resources administration, leave management, record keeping, benefits administration, recruitment and selection, training and development, and employee relations.
- Pertinent Federal, State and local laws, codes and regulations as applied to Human Resources Administration.
- Organizational and project management principles and practices.
- Laws and protections related to employee leaves of absence and return to work programs; and interactive processes and documentation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Methods and techniques for effective record-keeping and maintenance.

- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Human Resources Administrator II (In addition to the above)

- Principals of Human Resources Administration Labor Relations and Risk Management.
- Principles and practices of program development and administration, and budgeting.
- Operations, services, and activities related to a comprehensive human resources program including recruitment and selection, classification and compensation, employee and labor relations, benefit administration, safety and risk management functions.
- Principles and practices of labor relations, negotiations processes, equal employment guidelines, and employment law.
- Methods and techniques of research, statistical analysis, and report preparation.
- Principles and practices of leadership and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- General liability and workers' compensation laws and claim settlement procedures; property and liability insurance administration.
- Principles and practices of training needs assessments; training curriculum development, and training delivery methods and techniques for adult learners.
- Organization and management practices as applied to the development, analysis, and evaluation of risk management, safety, workers ' compensation, and health/wellness programs.
- Principles of supervision, training, and performance evaluation.

Ability to:

Human Resources Administrator I

- Coordinate and perform professional journey level duties associated with the delivery of assigned human resources functions for the City.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Maintain confidentiality of all human resources matters.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.

- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

Human Resources Administrator II (In addition to the above)

- Manage, administer, coordinate, and perform advanced professional level duties associated with the delivery of a comprehensive human resources and risk management program for the City, including all assigned functional areas.
- Provide administrative and professional leadership for the Human Resources Division.
- Recommend and implement division goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of assigned staff.
- Select, supervise, train, and evaluate staff.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer division budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Set priorities, and meet critical time deadlines.

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:

Human Resources Administrator I

Three (3) years of increasingly responsible professional level experience in human resources with responsibility in multiple functional areas including classification and compensation, benefits administration, training and development, and recruitment and selection.

Human Resources Administrator II

Five (5) years of increasingly responsible professional level experience in human resources with responsibility in multiple functional areas including classification and compensation, benefits administration, training and development, recruitment and selection, risk management (safety, insurances, and workers' compensation) and/or labor relations; including a minimum of two (2) years in a supervisory capacity.

Training:

Human Resources Administrator I

Equivalent to a Bachelor's degree from an accredited college or university with major course work in human resources, public or business administration, or a closely related field. A Master's degree in a related field is highly desirable.

Human Resources Administrator II

Equivalent to a Bachelor's degree from an accredited college or university with major course work in human resources, public or business administration, or a closely related field. A Master's degree in a related field is highly desirable.

Licenses and Certifications:

Possession of a State of California driver's license and the ability to maintain insurability under City's vehicle insurance program.

Special Requirements:

Employees in this class may be required to work extended hours including evenings andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is

primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: Human Resources Administrator I

TO: Human Resources Administrator II

Approved by Name:	Title:
Effective Date:	FLSA Status: Level I – Non-Exempt Level II – Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

INTERN I & II

*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 direct or general supervision, performs entry level professional administrative or technical duties; assists in a wide variety of studies and research projects; assists in various types of work designed to complement and supplement existing City programs; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a temporary part-time, entry level classification in which students with current enrollment in, or recent completion of a college degree gain experience in assisting management staff in the performance of professional administrative and/or technical duties. The internship can also apply towards an educational project requirement, or thesis when coordinated with the graduate school as work experience. Assignments are designed to align with students' course of study and career goals, and to provide developmental opportunities.

Intern I

This class is utilized for students with current enrollment in, or recent completion within the last five (5) years, of a Bachelor's degree with major coursework in an area related to the work performed in municipal government.

Intern II

This class is utilized for students with current enrollment in, or recent completion within the last five (5) years, of a Master's degree with major coursework in an area related to the work performed in municipal government. Incumbents working at the Intern II level are expected to perform with a greater degree of independence and assume greater complexity of duties.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Intern I) or general (Intern II) supervision from higher level management staff, as assigned.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Assists supervisor and department staff members with a variety of administrative support duties as assigned.

2. Assists in compiling and analyzing data.

3. Prepares and/or processes routine reports, correspondence and records.

4. Performs computer data entry to record and retrieve department information.

5. Interacts with interdepartmental staff and other agency representatives in obtaining or providing data.

6. Performs routine clerical tasks as needed, including copying and filing documents, collating materials, answering telephones, etc.

7. Picks up and delivers documents, materials, supplies, etc., as needed.

8. Observes and complies with City and mandated safety rules, regulations, and protocols.

9. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Basic math.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to an office environment.
- Principles and practices of customer service and public relations.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Conduct research, compile and analyze technical information.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.

- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Prior work experience in performing administrative, office, and/or public contact duties is highly desirable.

Training:

Intern I

Current enrollment in, or recent completion within the last five (5) years, of a Bachelor's degree from an accredited college or university with major coursework in an area related to the work performed in municipal government e.g. public administration, political science, sports/recreation, communications, engineering, planning, information technology, finance, accounting, criminal justice, or closely related discipline.

Intern II

Current enrollment in, or recent completion within the last five (5) years, of a Master's degree from an accredited college or university with major coursework in an area related to the work performed in municipal government e.g. public administration, political science, sports/recreation, communications, engineering, planning, information technology, finance, accounting, criminal justice, or closely related discipline.

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 this class may be required to work varying shifts and extended hours including evenings andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Intern I

TO: Intern II

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

MAINTENANCE WORKER I/II

*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, performs a variety of manual or semi-skilled duties related to construction, maintenance and repair of City facilities, open spaces, cemetery district, building maintenance, and parks landscape installation andmaintenance; operates light power equipment; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Maintenance Worker I

This is the entry level class in the Maintenance Worker series. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Maintenance Worker II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of maintenance work.

Maintenance Worker II

This is the journey level class in the Maintenance Worker series. Positions at this level are distinguished from the Maintenance Worker I level by the performance of the full range of duties as assigned, working with increasing independence, and exercising judgment and initiative within departmental policies and guidelines. 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.

Maintenance Worker III

This is the advanced journey level class in the Maintenance Worker series. Positions at this level are distinguished from the Maintenance Worker II level by the performance of the full range of duties at an advanced level and demonstrating expertise in multiple functions. Incumbents assigned to this level work with independence, exercise regular judgment and initiative, lead and monitor the work of others. 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Maintenance Worker I (entry level) may reasonably expect to progress to the Maintenance Worker II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for

progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Maintenance Worker I) to general supervision (Maintenance Worker II) from the Community Services Manager, and lead direction from the Senior Maintenance Worker.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

General Functions:

1. Performs a wide variety of skilled and semi-skilled construction, landscape, and maintenance work, including low voltage electrical, painting, street patching, and curb repair.
2. Operates and maintains hand and portable power tools.
3. Operates motor-driven equipment and trucks on streets, highways and over terrain.
4. Participates and may lead a crew in assigned work projects, including oversight of temporary staffing, contracted janitorial staffing, volunteers, and/or work release program participants.
5. Uses chemicals and/or other supplies.
6. Maintains simple records.
7. Conducts inventory of supplies and replenishes as required in accordance with City and departmental policies and procedures.
8. Uses computer for work reporting and information access.
9. Cleans, maintains and stores equipment.
10. Reads and interprets directions and sketches.
11. Performs vacation and temporary relief as necessary.
12. Observes and complies with City and mandated safety rules, regulations, and protocols.
13. Performs related duties as required.

Parks Maintenance and Open Spaces (Including Cemetery Grounds) Functions:

1. Prepares soil for planting and transplanting.
2. Plants, waters, cultivate, fertilize, rakes, and cares for lawns and ground with hand tools and light power equipment.
3. Sprays for pest and weed control using non-restricted chemicals and products.
4. Trims shrubs and hedges; mows lawns, fields or street medians.
5. Documents all City maintains plant life including shrubs, hedges, grass, and trees; documents any type of destruction found to parks and plant life.
6. Cleans and maintains rest rooms and park structures.
7. Assists in installation and repair of irrigation systems, fencing and lighting; programs and maintains irrigation clocks.

8. Sets up safety devices for trimming crew and may act as flag person.
9. Operates a variety of vehicles and equipment such as water trucks, riding lawn mowers, tanker trucks and large trailers.
10. Installs and repairs lawn sprinkler system, ball field fencing, and pool facilities.
11. Lines out ball fields and unpaved parking lots.
12. Prepares open spaces for City events; sets up events and works City booth; assists residents, customers, and vendors; and performs post-event clean up.
13. Operates a chipper, chain saw or tractor mower.
14. Checks chlorine and pH levels and performs minor maintenance of pools.
15. Patrols parks and performs inspections of contracted services; reports issues to supervisor.
16. Documents residents' complaints and responds to inquiries.

Street Maintenance Functions:

1. Patches streets and assists in paving streets.
2. Constructs and repairs curbs and gutters by excavating with pneumatic and hand tools, building forms, mixing, placing and finishing concrete.
3. Places traffic control and warning signs; monitors traffic flow; serves as flag person for traffic safety.
4. Fabricates and installs street and traffic control signs.
5. Paints street lines, crosswalks, and curbs using spray tank, street striper and brush; paints and installs traffic control devices; assists in installation of new wiring.
6. Places preformed plastic pavement markings and applies raised pavement markers.
7. Cleans, maintains and stores painting equipment.
8. Cleans storm drains, drainage ditches and culverts.

Cemetery Operations & Maintenance Functions:

1. Measures and marks plots for burials; cuts out sod and digs graves using backhoe and hand tools; covers burial sites with plywood, planks, and tarps for safety of visitors.
2. Unloads casket from Hurst and transports to burial site; performs burials including lowering of caskets, backfilling, tamping and re-sodding gravesites.
3. Sets up chairs, tables, and podium for funeral services; places signage and cones, directs parking and guests attending funeral services; removes chairs, tables, podium, signage and cones at the end of the funeral; cleans and stores equipment.
4. Installs monument markers/ headstones and vases.
5. Provides routine customer service to members of the public while in the field; provides office administrative back-up support; answers phones, and schedules appointments, as needed.
6. Assists in working with families and mortuaries to coordinate funeral services.

QUALIFICATIONS

Knowledge of:

- Tools, equipment, materials and techniques used in construction and maintenance.
- Tools, equipment, materials and techniques uses in landscape maintenance and irrigation systems.
- Advanced general construction and maintenance procedures and methods.
- Advances electrical principles.
- Use of hazardous chemicals common to construction and maintenance activities.
- Record keeping principles and procedures.
- Operations and organizational structure of municipal government.
- Basic office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform strenuous physical work with agility and endurance.
- Work in cooperative manner with others and contribute to a successful teameffort.
- Use and properly operate assigned tools and equipment.
- Operate assigned trucks and equipment, observing legal and defensive driving practices.
- Make emergency field electrical repairs.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Read maps and learn the City's geography.
- Establish and maintain accurate logs, records, and written records of work performed.
- Make basic and accurate mathematic computations.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Understand and follow oral and written instructions.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices. Demonstrate an awareness and appreciation of the cultural diversity of thecommunity.

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:

Maintenance Worker I

A minimum of six (6) months of prior work experience in construction, maintenance, landscape maintenance, facilities maintenance, or manual labor involving the use of handtools, portable power tools, and related light and heavy equipment.

Maintenance Worker II

A minimum of one (1) year of experience in construction, maintenance, landscape maintenance, facilities maintenance, or manual labor involving the use of hand tools, portable power tools, and related light and heavy equipment, equivalent to a Maintenance Worker I at the City of Wildomar.

Training:

Maintenance Worker I

Equivalent to the completion of a High School diploma. The completion of college level coursework or technical training in construction technology, or a related field is highly desirable.

Maintenance Worker II

Equivalent to the completion of a High School diploma. The completion of college level coursework or technical training in construction technology, or a related field is highly desirable.

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.

A Commercial driver's license with a tank endorsement may be required of some positions.

Special Requirements:

Employees in these classes may be required to work varying shifts and extended hours including evenings and weekends and holidays.

Safety regulations prohibit incumbents from wearing contact lenses when working with certain chemicals. Incumbents in positions requiring use of a respirator are prohibited from wearing beards or other facialhair which prevents a proper respirator fit.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, very loud exterior noise levels including traffic, and may have regular exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:

Employees in this class must be in good physical condition and be able to exert physical strength for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull in order to perform assigned tasks. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 100 pounds. This position is also expected to regularly perform work in the field that may require greater noise exposure from traffic; walking on unevenground; working around and with equipment and machinery; exposure to fumes, dirt and gas; and exposure to varying extremes in temperatures. Incumbents must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various work sites. Color vision is required to read printed materials and a computer screen as well as to discern issues related to plant health and/or species. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, use a computer, drive a vehicle, and operate a variety of hand and power tools. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate hand and power tools. Standing in work areas and walking between work areas may be required both in the office and in the field.

Mental Demands:

While performing the duties of this class, an employee uses limited written communication skills and primarily oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work following verbal instructions and departmental procedures; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Maintenance Worker I

TO: Maintenance Worker II

TO: Senior Maintenance Worker

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

MANAGEMENT ANALYST I/II

*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, performs a wide variety of responsible administrative and analytical duties in support of an assigned department; conducts studies and research programs; participates in special projects and assigned programs; prepares a variety of financial and statistical reports; oversees specialized program areas; administers budgets and grants; ensures work quality and adherence to established policies and procedures; performs analytical and administrative tasks relative to assigned area of responsibility; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Management Analyst I

This is the entry level class in the professional Management Analyst series. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Management Analyst II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level perform moderately complex assignments and are expected to become fully knowledgeable of the assigned area and learn to perform the full range of departmental professional, administrative, analytical, financial and statistical work.

Management Analyst II

This is the journey level class in the professional Management Analyst series. Positions at this level are distinguished from the Management Analyst I by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Incumbents are expected to perform the more difficult and complex professional, administrative, analytical, financial and statistical work requiring thorough knowledge of departmental systems and procedures. 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Management Analyst I (entry level) may reasonably expect to progress to the Management Analyst II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Management Analyst I) to general supervision (Management Analyst II) from the Administrative Services Manager, Finance Manager, or other management staff as assigned. May provide lead direction over lesser skilled administrative and technical support staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Provides high level professional, analytical, financial and administrative support in the functions of an assigned department including financial administration and reporting, budget preparation and control, special projects and events, grants administration, purchasing and contract administration, information technology, public information, and program evaluation and administration.

2. Reviews departmental reports and documents for completeness, proper punctuation, grammar and spelling and compliance with established guidelines; develops filing guides and systems.

3. Participates in the preparation and administration of departmental or program budget; forecasts funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; recommends adjustments as necessary.

4. Prepares, monitors and reconciles a variety of budgets, contracts, grant- funded and/or state-or federal-funded programs which require adherence toregulations, policies and procedures.

5. Allocates project or program appropriations, expenses and revenues to specific budget centers; prepares periodic reports regarding income and expenses; confers with internal and external auditors to ensure all programguidelines are met.

6. Conducts a variety of organizational, operational and analytical studies and investigations; collects, summarizes, and evaluates data; recommends modifications to existing programs, policies and procedures as appropriate; prepares and delivers a variety of formal reports and presentations.

7. Coordinates and reviews the work plan for assigned departmental services and activities; assigns work activities and projects; monitors work flow; reviews and evaluates work products, methods and procedures; meets with staff to identify and resolve problems.

8. Participates in the development and implementation of goals, objectives, policies and priorities; recommends and implements resulting policies and procedures.

9. Coordinates department activities with those of other departments, outside agencies and organizations; serves as the liaison for the assigned department with other departments and outside agencies; serves on various internal committees; negotiates and resolves sensitive and controversial issues.

10. Develops public information, educational, and marketing materials including writing and editing documents, soliciting advertisers, and distributing materials on an as needed basis.

11. Plans, oversees, and participates in the implementation and maintenance of the City's Community Emergency Response Team (CERT) program; evaluates and coordinates ongoing review and updates to the City's Emergency Operations Plan, other related plans, and related policies and procedures; coordinates compliance with National Incident Management System (NIMS) training standards, California Statutes, and other regulations; coordinates readiness, activation, and operation of the City Emergency Operations Center (EOC); provides support to major emergency response, possibly including scene response, offsite resource coordinating, and/or EOC activation; coordinates with other departments on emergency management, public safety, public information, facilities, CERT, NIMS and related events and activities, as assigned.

11. Provides staff assistance to an assigned department head; participates on a variety of boards and committees; prepares and presents staff reports and other necessary correspondence.

12. Oversees and coordinates departmental purchasing activities; prepares bids and requests for proposals; evaluates submissions; recommends contract award; monitors contract performance to ensure compliance with contractual obligations; authorizes payments to vendors; resolves vendor issues.

13. Prepares grant applications; implements and monitors grant programs; monitors grant expenditures to ensure compliance with grant contractual obligations; submits quarterly and annual reports.

14. Provides technical guidance and training to technical and administrative support staff.

15. Explains program requirements and procedures to clients, service providers, employees, the public and representatives of other organizations; distributesinformational materials as requested.

16. Prepares and submits City Council agenda reports, resolutions, ordinances and correspondence regarding assigned activities.

16. Monitors the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.

17. Observes and complies with City and mandated safety rules, regulations, and protocols.

18. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public administration and program development.
- Principles and practices of budget development and administration.
- Operations, services and activities of assigned program area.
- Methods of research, program analysis and report preparation.
- Principles and procedures of financial record keeping and reporting
- Operations and organizational structure of municipal government.
- Pertinent Federal, State and local laws, codes and regulations.
- Methods and techniques of grant program administration.
- Principles of project management.
- Principles of public relations and customer service.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.
- Mathematical calculations.

Ability to:

- Perform moderately complex administrative and analytical activities for assigned departmental programs.
- Understand the organization and operation of the assigned department and outside agencies as necessary to assume responsibilities.
- Interpret, explain, and apply administrative and departmental policies and procedures.
- Research, analyze and evaluate programs, policies, and procedures; assemble information from a variety of sources for the preparation of reports or completion of forms; use spreadsheets at an intermediate to advanced level to make arithmetic and statistical calculations.
- Analyze complex problems, evaluate alternatives, and make recommendations.
- Apply critical thinking to complex projects and interpret detailed requirements.
- Collect, compile, and analyze complex information and prepare statistical reports.
- Conduct and participate in various organizational studies and analyses.
- Plan and organize multiple tasks and projects to meet deadlines.
- Train, lead, assign, organize and review the work of lower level staff, as assigned.
- Prepare and administer complex departmental and program budgets.
- Prepare and administer comprehensive grant and bid proposals.
- Prepare clear and concise reports.
- Develop and accurately maintain a variety of departmental and financial records and documents.
- Prepare City Council staff reports; agendas and minutes for boards and committees; and various updates to the City's web pages; use graphics software to prepare brochures, newsletters, certificates and a variety of similar communications documents.

- Understand, interpret, and apply laws, rules, regulations, policies and procedures related to accounting operations, and recommend implementation of new guidelines and standards.
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines.
- Maintain professionalism and confidentiality of information.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Perform assignments with a high degree of independence.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Management Analyst I

A minimum of two (2) years of increasingly responsible professional or technical administrative and financial program support experience. Experience with a public sector/ government agency is highly desirable. Up to two (2) years of additional qualifying experience may substitute for two (2) years of the required education.

Management Analyst II

A minimum of three (3) years of increasingly responsible professional or technical administrative and financial program support experience, of which at least one (1) year is with a public sector/ government agency equivalent to an Management Analyst I with the City of Wildomar. Up to two (2) years of additional qualifying experience may substitute for two (2) years of the required education.

Training:

Management Analyst I

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, or a related field.

Management Analyst II

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, or a related field.

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 andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: Management Analyst I

TO: Management Analyst II

TO: Senior Management Analyst

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

/

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PRINCIPAL ENGINEER/CITY ENGINEER

*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 direction, plans, organizes, administers, coordinates, and performs a wide variety of managerial and advanced professional level duties as a division manager overseeing the City's Capital Improvement Program (CIP) or Land Development Services; serves as City Engineer; provides complex and responsible support to the Public Works Director; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Division Head/Manager level classification in the professional Engineering Series, with responsibility for serving as City Engineer, and managing and participating in the work of an assigned division, either the management of the City's Capital Improvement Program (CIP) or management of the City's Land Development Services. Work assignments are typically given as broad, conceptual ideas and directives and incumbents are accountable for overall results and responsible for developing guidelines, action plans, and methods to produce deliverables on time and within budget. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies, and regularly exercise professional engineering judgment in accordance with currently accepted practice of civil engineering and appropriate laws and codes. The Principal Engineer may be designated to serve as City Engineer.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Public Works Director. Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi-skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Assists in the development and implementation of division goals, objectives, policies, and priorities for assigned engineering functions and programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership in the development of the Public Works Department's short- and long-range plans.

2. Participates in the development and administration of the Public Works Department's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

3. Provides advice and highly responsible technical support and staff assistance to the Public Works Director, Assistant City Manager and City Manager; conducts a variety of organizational studies and investigations; recommends and implements modifications to programs, policies, and procedures as appropriate.

4. Oversees and manages the most complex engineering studies and projects as City Engineer; administers construction and professional services contracts; monitors project budget, inspects work in progress and conducts final inspections to accept completed work; ensures compliance with contractual obligations; reviews and recommends approval of change orders; approves progress and final payments; ensures compliance with applicable codes and regulations; provides resolutions to construction problems.

5. Oversees, manages, and participates in Capital Improvement Project planning activities; provides oversight and input into the conceptual design of engineering projects; investigates and resolves problems with scope of work or cost issues of major facility upgrade and replacement projects; participates in construction management activities as required; and ensures that projects are completed on time and within budget.

6. Oversees, manages and reviews civil engineering plan design, specifications, consultant and staff comments in accordance with design requirements and municipal and intergovernmental standards and regulations; recommends approval or additional engineering conditions and changes.

7. Oversees, inspects and verifies work in progress and completed work of assigned staff and contractors for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.

8. Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.

9. Provides technical information and instruction regarding applicable procedures and methods; interprets and explains plans, specifications, rules, regulations, and procedures; answers questions and resolves concerns; troubleshoots complex operational and maintenance problems.

10. Oversees the bidding process for capital projects including receiving applications, awarding contracts, issuing notices as assigned, and preparing staff reports for Council action.

11. Oversees and manages City review and response to private development projects through the entitlement and construction drawing preparation and permitting stages; reviews engineering plans and technical studies for conformance with applicable laws, City regulations, and professional standards of practice; reviews and analyzes subdivision and parcel maps, records of survey, traverse calculations, legal descriptions, plats, and similar documents for conformance with applicable laws, City regulations, and professional standards of practice.

12. Attends workshops and participates in professional groups and committees; stays abreast of new trends and innovations; answers questions and provides information to the public; investigates inquiries; recommends corrective actions to resolve issues.

13. Oversees and manages the collection, analysis and reporting of various traffic engineering studies.

14. Prepares federal, state, and local grant applications for various City projects; administers the grant-funded projects and satisfies the grant requirements for capital improvement and various other projects and studies; prepares various authorization requests for the funding source agencies.

15. Attends and participates in community meetings regarding the impact of proposed construction as assigned; responds to citizen complaints.

16. Provides staff support to the Public Works Director; attends meetings of a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence.

17. Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.

18. Develops and monitors contracts with consultants and vendors.

19. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out the work and goals of the division; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

20. Participates in and recommends the selection of assigned staff; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; recommends and implements discipline.

21. Maintains division records in accordance with departmental policy.

22. Develops and implements various systems and procedures to meet division goals, objectives, and policies.

23. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

24. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

25. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a public works engineering program including streets, signals, traffic control systems, traffic management, parks, City facilities, and City drainage/storm water systems.
- Principles and practices of construction surveying.
- Modern and complex principles and practices of civil engineering design and construction including roadway design, traffic, grading, hydrology/hydraulics, soils, pavements, environmental compliance, water quality, and construction practices.
- Principles and practices of project and construction management.
- Principles and practices of contract administration.
- Terminology, methods, practices and techniques used in technical civil engineering report preparation.
- Principles of mathematics as applied to engineering work.
- Grant programs, grant applications, and compliance.
- Principles and practices of program development and administration, and budgeting.
- Principles of City government organization, functions, and management.
- Administrative principles and practices including goal setting, program development, implementation and evaluation.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles of supervision, training, and performance evaluation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles and practices of leadership and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.

- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform managerial and professional engineering duties in support of a comprehensive public works engineering and construction program including Streets, Signals, Traffic Control, Traffic Management, Parks, City Facilities, and City Drainage/Storm Water Systems.
- Provide administrative and professional leadership for the Engineering Division to which assigned.
- Conduct comprehensive engineering studies and develop appropriate recommendations.
- Perform technical research and solve complex engineering problems.
- Prepare and maintain technical civil engineering records and prepare comprehensive reports.
- Compile rough technical data and prepare statistical and narrative reports from field studies.
- Develop, review and modify civil engineering plans, designs, and specifications.
- Exercise professional engineering judgment to achieve results consistent with objectives.
- Recommend and implement division goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of assigned staff.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer division budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Communicate clearly and concisely, both orally and in writing.

- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Five (5) years of increasingly responsible professional level experience in responsible civil engineering and project management, including a minimum of two (2) years in a leadership and supervisory capacity.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or an engineering-related field. A Master's degree in a related field is highly desirable.

Licenses and Certifications: ***(Certifications may vary depending on position)***

Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Certificate of Registration as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers.

Certificate of Registration as a Land Surveyor issued by the California State Board of Registration for Professional Engineers is desirable.

Certified as a Qualified Storm Water Pollution Prevention Plans (SWPPP) Practitioner and Developer (QSP/QSD) and/or Certified Professional in Storm Water Quality (CPSWQ) is desirable.

Certificate of Registration as a Traffic Engineer in the State of California is desirable.

Certified to operate a Radar Unit is desirable.

Special Requirements:

Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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: Principal Engineer/City Engineer

TO: Public Works Director

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PRINCIPAL ENGINEER

*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 direction, plans, organizes, administers, coordinates, and performs a wide variety of managerial and advanced professional level duties as a division manager overseeing the City's Capital Improvement Program (CIP) or Land Development Services; provides complex and responsible support to the Public Works Director/City Engineer; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Division Head/Manager level classification in the professional Engineering Series, with responsibility for managing and participating in the work of an assigned division, either the management of the City's Capital Improvement Program (CIP) or management of the City's Land Development Services. Work assignments are typically given as broad, conceptual ideas and directives and incumbents are accountable for overall results and responsible for developing guidelines, action plans, and methods to produce deliverables on time and within budget. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies, and regularly exercise professional engineering judgment in accordance with currently accepted practice of civil engineering and appropriate laws and codes.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Public Works Director/City Engineer. Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi-skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assists in the development and implementation of division goals, objectives, policies, and priorities for assigned engineering functions and programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership in the development of the Public Works Department's short- and long-range plans.

2. Participates in the development and administration of the Public Works Department's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

3. Provides advice and highly responsible technical support and staff assistance to the Public Works Director, Assistant City Manager and City Manager; conducts a variety of organizational studies and investigations; recommends and implements modifications to programs, policies, and procedures as appropriate.

4. Oversees and manages the most complex engineering studies and projects; administers construction and professional services contracts; monitors project budget, inspects work in progress and conducts final inspections to accept completed work; ensures compliance with contractual obligations; reviews and recommends approval of change orders; approves progress and final payments; ensures compliance with applicable codes and regulations; provides resolutions to construction problems.

5. Oversees, manages, and participates in Capital Improvement Project planning activities; provides oversight and input into the conceptual design of engineering projects; investigates and resolves problems with scope of work or cost issues of major facility upgrade and replacement projects; participates in construction management activities as required; and ensures that projects are completed on time and within budget.

6. Oversees, manages and reviews civil engineering plan design, specifications, consultant and staff comments in accordance with design requirements and municipal and intergovernmental standards and regulations; recommends approval or additional engineering conditions and changes.

7. Oversees, inspects and verifies work in progress and completed work of assigned staff and contractors for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.

8. Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.

9. Provides technical information and instruction regarding applicable procedures and methods; interprets and explains plans, specifications, rules, regulations, and procedures; answers questions and resolves concerns; troubleshoots complex operational and maintenance problems.

10. Oversees the bidding process for capital projects including receiving applications, awarding contracts, issuing notices as assigned, and preparing staff reports for Council action.

11. Oversees and manages City review and response to private development projects through the entitlement and construction drawing preparation and permitting stages; reviews engineering plans and technical studies for conformance with applicable laws, City regulations, and professional standards of practice; reviews and analyzes subdivision and parcel maps, records of survey, traverse calculations, legal descriptions, plats, and similar documents for conformance with applicable laws, City regulations, and professional standards of practice.

12. Attends workshops and participates in professional groups and committees; stays abreast of new trends and innovations; answers questions and provides information to the public; investigates inquiries; recommends corrective actions to resolve issues.

13. Oversees and manages the collection, analysis and reporting of various traffic engineering studies.

14. Prepares federal, state, and local grant applications for various City projects; administers the grant-funded projects and satisfies the grant requirements for capital improvement and various other projects and studies; prepares various authorization requests for the funding source agencies.

15. Attends and participates in community meetings regarding the impact of proposed construction as assigned; responds to citizen complaints.

16. Provides staff support to the Public Works Director; attends meetings of a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence.

17. Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.

18. Develops and monitors contracts with consultants and vendors.

19. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out the work and goals of the division; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

20. Participates in and recommends the selection of assigned staff; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; recommends and implements discipline.

21. Maintains division records in accordance with departmental policy.

22. Develops and implements various systems and procedures to meet division goals, objectives, and policies.

23. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

24. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

25. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a public works engineering program including streets, signals, traffic control systems, traffic management, parks, City facilities, and City drainage/storm water systems.
- Principles and practices of construction surveying.
- Modern and complex principles and practices of civil engineering design and construction including roadway design, traffic, grading, hydrology/hydraulics, soils, pavements, environmental compliance, water quality, and construction practices.
- Principles and practices of project and construction management.
- Principles and practices of contract administration.
- Terminology, methods, practices and techniques used in technical civil engineering report preparation.
- Principles of mathematics as applied to engineering work.
- Grant programs, grant applications, and compliance.
- Principles and practices of program development and administration, and budgeting.
- Principles of City government organization, functions, and management.
- Administrative principles and practices including goal setting, program development, implementation and evaluation.
- Pertinent Federal, State and local laws, codes and regulations.
- Principles of supervision, training, and performance evaluation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Principles and practices of leadership and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.

- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform managerial and professional engineering duties in support of a comprehensive public works engineering and construction program including Streets, Signals, Traffic Control, Traffic Management, Parks, City Facilities, and City Drainage/Storm Water Systems.
- Provide administrative and professional leadership for the Engineering Division to which assigned.
- Conduct comprehensive engineering studies and develop appropriate recommendations.
- Perform technical research and solve complex engineering problems.
- Prepare and maintain technical civil engineering records and prepare comprehensive reports.
- Compile rough technical data and prepare statistical and narrative reports from field studies.
- Develop, review and modify civil engineering plans, designs, and specifications.
- Exercise professional engineering judgment to achieve results consistent with objectives.
- Recommend and implement division goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of assigned staff.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer division budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Develop and maintain effective interdepartmental coordination.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.

- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Five (5) years of increasingly responsible professional level experience in responsible civil engineering and project management, including a minimum of two (2) years in a leadership and supervisory capacity.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering or an engineering-related field. A Master's degree in a related field is highly desirable.

Licenses and Certifications: ***(Certifications may vary depending on position)***

Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Certificate of Registration as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers is desirable.

Certificate of Registration as a Land Surveyor issued by the California State Board of Registration for Professional Engineers is desirable.

Certified as a Qualified Storm Water Pollution Prevention Plans (SWPPP) Practitioner and Developer (QSP/QSD) and/or Certified Professional in Storm Water Quality (CPSWQ) is desirable.

Certificate of Registration as a Traffic Engineer in the State of California is desirable.

Certified to operate a Radar Unit is desirable.

Special Requirements:

Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform some inspections of work in the field that may require greater noise exposure from traffic, and walking on unevenground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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: Principal Engineer

TO: Public Works Director/City Engineer

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PUBLIC WORKS DIRECTOR

*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 administrative and policy direction, manages, organizes, and directs the operations and activities of the Public Works Department including public works construction, City and traffic engineering, streets, parks, facilities and fleet maintenance, and water/wastewater operations. Manages the effective use of assigned resources to improve organizational productivity and customer service; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies; provides complex and responsible support to the City Manager in areas of expertise; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Public Works Department including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City's Public Works Department programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines. The incumbent may be designated to serve as City Engineer.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assumes full management responsibility for all Public Works Department services, programs, and activities including public works construction, city and traffic engineering, streets, parks, facilities, fleet maintenance, refuse, animal control, and water/wastewater operations.

2. Serves as technical advisor to the City Manager, Assistant City Manager, City Council and department heads concerning public facilities, engineering proposals, and programs. May also be designated to serve as City Engineer.

3. Oversees contracted services for refuse, animal control, street and park maintenance, and water/wastewater operations.

4. Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership and direction in the development of short- and long-range plans.

5. Oversees and participates in the development and administration of the Public Works Department's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

6. Assures that assigned areas of responsibility are performed within budget; performs cost-control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds; personnel, materials, facilities, and time.

7. Provides advice and highly responsible and complex technical support and staff assistance to the Assistant City Manager and City Manager; oversees and conducts a variety of organizational studies, investigations, and operational studies; recommends and implements modifications to programs, policies, and procedures as appropriate.

8. Informs and updates Assistant City Manager, City Manager, and elected and appointed officials on public works matters; attends meetings of a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence.

8. Assesses, develops, and standardizes public works procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitor workload, administrative and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.

9. Cultivates relationships with the community for the purpose of facilitating networks to coordinate and enhance services to residents.

10. Develops partnerships and collaborations with other agencies and community-based organizations; establishes and maintains communication lines for receiving public input into various projects and programs.

11. Evaluates and forecasts the City's Public Works needs; develops and designs capital improvement projects; oversees the administration and inspection of capital improvement projects.

12. Manages and administers engineering consulting and construction contracts; reviews work to ensure compliance with specifications; recommends modifications; processes payment requests; reviews and approves changes to approved plans and specifications; processes a variety of permits.

13. Exercises professional engineering judgment in accordance with currently accepted practice of civil engineering and appropriate laws and codes.

14. Oversees the bidding process for capital projects including receiving applications, awarding contracts, issuing notices as assigned, and preparing staff reports for Council action.

15. Reviews land development plans, subdivision maps and grading plans for compliance with applicable laws, codes and regulations as assigned.

16. Plans and supervises the collection, analysis and reporting of various traffic engineering studies.

17. Attends and participates in community meetings regarding the impact of proposed construction as assigned; responds to citizen complaints.

18. Attends and participates in community meetings regarding the impact of proposed construction as assigned; responds to citizen complaints.

19. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

20. Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.

21. Maintains and directs the maintenance of working and official department files.

22. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves

sensitive, significant, and controversial issues.

23. Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

24. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

25. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

26. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works and engineering; researches emerging products and enhancements and their applicability to City needs.

27. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

28. Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required; monitors legislative activity and funding availability for Public Works projects and programs.

29. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

30. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services, and activities related to a comprehensive public works program, including public works construction, City and traffic engineering, streets, parks, facilities and fleet maintenance, and water/wastewater operations.
- Administration of an engineering program including land development, traffic engineering, and capital improvement project administration.
- Principles of civil engineering including design, construction techniques, and plan specifications.
- Principles and management practices as applied to municipal facilities, public services, and projects.
- Principles and practices of contract administration.
- Terminology, methods, practices, and techniques used in technical civil engineering report preparation.

- Technical, legal, financial, and public relations problems involved in the conduct of the municipal public facilities and engineering programs.
- Common legal descriptions and procedures for the acquisition of real property.
- Administration, principles, and practices of grant funding and administration.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- City organization and functions of the various departments in the City.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive public works and engineering program.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer large program budgets.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.

- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Conduct effective media and public relations.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Seven (7) years of increasingly responsible professional level public works and engineering experience including three (3) years of management and administrative responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering, architecture, business or public administration, or a related field. A Master's degree in a related field is highly desirable.

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.

Registration as a professional Civil Engineer in the State of California (when assigned to serve as City Engineer).

Special Requirements:

Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 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: Public Works Director

TO: Assistant City Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PUBLIC WORKS DIRECTOR/CITY ENGINEER

*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 administrative and policy direction, manages, organizes, and directs the operations and activities of the Public Works Department including public works construction, City and traffic engineering, streets, parks, facilities and fleet maintenance, and water/wastewater operations. Manages the effective use of assigned resources to improve organizational productivity and customer service; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies; provides complex and responsible support to the City Manager in areas of expertise; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Public Works Department including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City's Community Development Department programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assumes full management responsibility for all Public Works Department services, programs, and activities including public works construction, city and traffic engineering, streets, parks, facilities, fleet maintenance, refuse, animal control, and water/wastewater operations.

2. Serves as City Engineer and technical advisor to the City Manager, Assistant City Manager, City Council and department heads concerning public facilities, engineering proposals, and programs.

3. Oversees contracted services for refuse, animal control, street and park maintenance, and water/wastewater operations.

4. Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; participates in policy formulation; recommends, develops, implements, and administers policies and procedures; provides leadership and direction in the development of short- and long-range plans.

5. Oversees and participates in the development and administration of the Public Works Department's operating budgets; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

6. Assures that assigned areas of responsibility are performed within budget; performs cost-control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds; personnel, materials, facilities, and time.

7. Provides advice and highly responsible and complex technical support and staff assistance to the Assistant City Manager and City Manager; oversees and conducts a variety of organizational studies, investigations, and operational studies; recommends and implements modifications to programs, policies, and procedures as appropriate.

8. Informs and updates Assistant City Manager, City Manager, and elected and appointed officials on public works matters; attends meetings of a variety of boards, commissions, and committees; prepares and presents staff reports and other necessary correspondence.

8. Assesses, develops, and standardizes public works procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitor workload, administrative and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.

9. Cultivates relationships with the community for the purpose of facilitating networks to coordinate and enhance services to residents.

10. Develops partnerships and collaborations with other agencies and community-based organizations; establishes and maintains communication lines for receiving public input into various projects and programs.

11. Evaluates and forecasts the City's public work's needs; develops and designs capital improvement projects; oversees the administration and inspection of capital improvement projects.

12. Manages and administers engineering consulting and construction contracts; reviews work to ensure compliance with specifications; recommends modifications; processes payment requests; reviews and approves changes to approved plans and specifications; processes a variety of permits.

13. Exercises professional engineering judgment in accordance with currently accepted practice of civil engineering and appropriate laws and codes.

14. Oversees the bidding process for capital projects including receiving applications, awarding contracts, issuing notices as assigned, and preparing staff reports for Council action.

15. Reviews land development plans, subdivision maps and grading plans for compliance with applicable laws, codes and regulations as assigned.

16. Plans and supervises the collection, analysis and reporting of various traffic engineering studies.

17. Attends and participates in community meetings regarding the impact of proposed construction as assigned; responds to citizen complaints.

18. Attends and participates in community meetings regarding the impact of proposed construction as assigned; responds to citizen complaints.

19. Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.

20. Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.

21. Maintains and directs the maintenance of working and official department files.

22. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

23. Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

24. Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

25. Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

26. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works and engineering; researches emerging products and enhancements and their applicability to City needs.

27. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

28. Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required; monitors legislative activity and funding availability for Public Works projects and programs.

29. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

30. Performs other related duties as required.

QUALIFICATIONS

Knowledge of:

- Operations, services, and activities related to a comprehensive public works program, including public works construction, City and traffic engineering, streets, parks, facilities and fleet maintenance, and water/wastewater operations.
- Administration of an engineering program including land development, traffic engineering, and capital improvement project administration.
- Principles of civil engineering including design, construction techniques, and plan specifications.
- Principles and management practices as applied to municipal facilities, public services, and projects.
- Principles and practices of contract administration.
- Terminology, methods, practices, and techniques used in technical civil engineering report preparation.
- Technical, legal, financial, and public relations problems involved in the conduct of the municipal public facilities and engineering programs.

- Common legal descriptions and procedures for the acquisition of real property.
- Administration, principles, and practices of grant funding and administration.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- City organization and functions of the various departments in the City.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive public works and engineering program.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer large program budgets.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.

- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Conduct effective media and public relations.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Seven (7) years of increasingly responsible professional level public works and engineering experience including three (3) years of management and administrative responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering, architecture, business or public administration, or a related field. A Master's degree in a related field is highly desirable.

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.

Registration as a professional Civil Engineer in the State of California.

Special Requirements:

Employees in this class may be required to work 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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 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: Public Works Director/City Engineer

TO: Assistant City Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PUBLIC WORKS INSPECTOR I/II

*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, performs a variety of inspections of developer, capital improvements, and permit inspection work related to Public Works and Public Utilities construction projects; learns to interpret plans and specifications to ensure contract compliance; prepares project records and reports; prepares and recommends change orders and cost estimates; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Public Works Inspector I

This is the entry level class in the Public Works Inspector series. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Public Works Inspector II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of inspection work.

Public Works Inspector II

This is the journey level class in the Public Works Inspector series. Positions this level are distinguished from the Public Works Inspector I level by the performance of the full range of duties as assigned, working independently, and exercising 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.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Public Works Inspector I (entry level) may reasonably expect to progress to the Public Works Inspector II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Public Works Inspector I) to general supervision (Public Works Inspector II) from a Principal Engineer, or Senior Engineer as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Inspects a variety of public works and public utilities construction and maintenanceprojects such as grading and paving, sewers, storm drains, traffic signals and other city department construction projects on a routine basis.

2. Checks plans and specifications for conformance to City specifications; determines acceptability of materials; ensures that utilities have been contacted and permits applied for.

3. Inspects potable and non-potable water systems and sanitary sewer systems, including installation, testing, maintenance, and repair.

4. Inspects storm water drainage systems and year-round protections, including compliance with NPDES standards.

5. Inspects concrete street improvements, including sidewalks, drive approaches, wheelchair ramps, block walls, and other elements; inspects asphalt concrete street paving and slurry seal coating; ensures correct street sections checking grades andelevations.

6. Observes earthwork grading, slope construction, earthen berms and surface drainage; reviews soils compaction reports and grading certificates.

7. Inspects all aspects of traffic control set-ups and maintenance for conformance with codes, specifications and safety practices.

8. Inspects underground dry utility systems.

9. Responds to citizen complaints and requests for information, including the general public, developers, contractors and utility representatives.

10. Interprets construction plans and specifications; prepares and makes recommendations on change orders; confers with City engineering staff on design problems encountered in the field; prepares cost estimates.

11. Performs final inspection of construction projects for field acceptance; prepares listof required corrections prior to field acceptance or final bond exoneration; issues certificates of occupancy.

12. Reviews as-build drawings for public works facilities and utility projects.

13. Attends locator meetings with contractors and representatives of various utilities.

14. Maintains reports and records.

15. Participates in joint inspections of properties with other agencies and City departments.

16. Observes and complies with City and mandated safety rules, regulations, and protocols.

17. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Practices, methods, tools, and materials used in the construction of public works projects.
- Principles, methods, materials, equipment and safety hazards ofconstruction and surveying.
- Methods of field inspection work.
- Defects and faults in construction; basic soil mechanics and geology; and construction materials.
- Sampling, testing, and estimating procedures.
- Engineering mechanics of structures.
- Applicable Federal, State, and local laws, codes, and regulations including NPEDES and Cal/OSHA.
- Basic principles of mathematics including algebra, geometry and trigonometry.
- Research methods and techniques related to all applicable codes.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- Principles and practices of customer service and public relations.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Read plans and specifications.
- Detect and locate faulty materials and work, and determine the stage of construction during which defects are most easily found and remedied.
- Understand and interpret engineering plans and specifications, and prepares accurate engineering records.

- Understand and follow oral and written instructions and to work from sketches, blueprints, and diagrams.
- Use a variety of field-testing devices.
- Maintain accurate logs, records, and clear and concise reportsand documentation.
- Maintain a variety of filing, record keeping, and tracking systems.
- Perform heavy physical labor.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize multiple tasks and projects to meet deadlines.
- Work fairly and courteously with all customers.
- Coordinate activities with other City departments, and other parties of interest.
- Read maps and learn the City's geography.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Public Works Inspector I

A minimum of two (2) years of experience in sub-professional engineering work involving public works construction inspection experience.

Public Works Inspector II

A minimum of three (3) years of experience in sub-professional engineering work involving public works construction inspection experience.

Training:

Public Works Inspector I

Equivalent to the completion of a High School diploma. The completion of an Associate's

degree from an accredited college or university is highly desirable.

Public Works Inspector II
Equivalent to the completion of a High School diploma. The completion of an Associate's degree from an accredited college or university is highly desirable.

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.

Certification as a Construction General Permit Qualified SWPPP Practitioner (QSP) is highly desirable.

Special Requirements:
Employees in these classes may be required to work varying shifts and extended hours including evenings andweekends.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and

objects up to 25 pounds. This position is also expected to perform inspections of work in the field that may require greater noise exposure from traffic, and walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures.

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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Public Works Inspector I

TO: Public Works Inspector II

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PURCHASING & CONTRACTS COORDINATOR

*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 direction, plans, organizes and coordinates the procurement and contracting operations for the City; assumes responsibility for all aspects of professional purchasing and contract coordination duties; performs a variety of advanced-level professional, administrative and technical tasks relative to purchasing and contracts; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is an advanced-level professional classification responsible for with responsibility for the procurement and contracting operations for the City. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform routine to complex purchasing, expediting, contract administration, and support duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to deliver services/complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from Finance Manager and/or the Administrative Services Director, as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Plans, organizes, coordinates, and administers the purchasing operations for the City, including purchasing supplies, services and equipment; reviews and processes purchase requisitions; prepares and obtains quotations from vendors; and prepares and issues purchase orders.

2. Negotiates and resolves contract terms and parameters and sensitive and controversial issues in the area of assignment.

3. Administers Public Works-related program requirements, including preparation of formal responses to bid protests, prevailing wage compliance issue resolution for trades-related projects, bid protest procedures, suspension and department hearings, and other related issues.

4. Prepares and presents oral and written reports regarding assigned functions(procurement, etc.) to various audiences, including, but not limited to DepartmentHeads and City Council.

5. Confers with the City Attorney and Administrative Services Director in interpreting and application of complex and amended federal, state and local laws and regulations to identify impact on job-related operations.

6. Recommends, develops, revises and applies Citywide purchasing and contracting standards, policies, procedures and standardized templates to ensure compliance with applicable legal requirements.

7. Informs and trains City staff on legal requirements and City policies and procedures in order to ensure proper handling of procurement and contracting processes.

8. Develops and implements appropriate automated systems, records, forms, procedures and controls to ensure compliance with applicable federal, state, and local laws and regulations.

9. Assigns and reviews the work of staff involved in the purchasing, receiving, storing and issuing of supplies, materials, tools and parts; establishes schedules and methods for departmental operations.

10. Evaluates operations and activities of assigned responsibilities; maintains knowledge of purchasing methods and systems, market trends and conditions, and commodity pricing processes; recommends improvements and modifications.

11. Ensures proper accounting and record keeping activities; participates in the receiving and issuing activities as necessary.

12. Maintains cooperative working relationships with vendors; keeps informed of new products; develops new sources of supply; evaluates vendor performance.

13. Processes claims with vendors for damaged materials; monitors invoices for accuracy; obtains credits where appropriate.

14. Coordinates activities with other City departments and with outside agencies; consults with departmental representatives relative to purchasing needs, procedures, complaints and special problems, including obtaining special application materials.

15. Participates in budget preparation and administration; monitors and controls expenditures.

16. Provides guidance to staff in managing equipment and supplies disposal, salvage operations, and warehouse operations; monitors inventory levels and documentation.

17. Oversees and participates in the City's annual physical inventory.

18. Prepares and maintains statistical reports and inventory control record documents.

19. Attends and participates in professional group meetings; stays abreast of new trends and innovations related to assigned area; evaluates the latest best practices as options for the City.

20. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; participates in resolving sensitive, significant and controversial issues.

21. Recommends and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.

22. Develops and/or participates with departments in developing requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award.

23. Prepares staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.

24. Responds to difficult and sensitive public inquiries and complaints, and assists with resolutions and alternative recommendations.

25. Ensures staff compliance with City and mandated safety rules, regulations,and protocols.

26. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services, and activities of a municipal centralized purchasing program.
- Modern principles and practices in the development and administration of a purchasing program.
- Public Contract Code, and Public Works bidding procedures.
- Public sector purchasing procedures, policies and negotiation techniques.
- State, federal, and local statutes which apply to purchasing and contracting.
- Processes supporting purchasing including budgeting and accounting.
- Inventory management practices and procedures; and warehouse methods and practices including inventory control management.

- Materials, supplies and equipment typically used in municipal services and the sources for such products.
- Financial planning and contract information systems.
- Automated systems in the areas of procurement.
- Insurance verification and contract tracking.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Oversee, coordinate and perform all associated functions and activities of a centralized municipal purchasing function.
- Assist in the development and administration of department goals, objectives, and procedures.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Ensure compliance with Federal, State and municipal laws, rules, regulations, policies, procedures, and requirements related to the functions of purchasing and contracts.
- Organize, supervise and implement a comprehensive purchasing and contracts program.
- Evaluate quality and price of products to judge suitability of goods and alternatives offered.
- Develop new sources of supply.
- Develop, analyze, evaluate and modify purchasing methods and procedures.
- Interpret applicable laws, rules and regulations.
- Maintain accurate records and controls.
- Prepare and deliver presentations and training to a variety of audiences (e.g. City staff, management, Committees and City Council).
- Operate a forklift and be able to move medium weighted items by hand, or with the use of a hand-truck, as needed.
- Communicate clearly and concisely, verbally and in writing.
- Plan, organize, and facilitate meetings.
- Assist in the administration of the departmental budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Exercise sound judgment and common sense.

- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Develop and maintain effective interdepartmental coordination.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 five (5) years of increasingly responsible experience in contracting, purchasing and/or warehouse operations, including a minimum of two (2) years of management, administrative and/or supervisory responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, finance, purchasing, or a related field.

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.

Possession of a Certified Professional in Supply Management (CPSM) is highly desirable.

Possession of a Certified Public Purchasing Officer (CPPO) is highly desirable.

Possession of a Certified Purchasing Manager (CPM) is highly desirable.

Possession of a Certified Professional Public Buyer (CPPB).

Special Requirements:

Employees in this class must be willing to attend meetings outside of normal working hours; and may be required to work extended hours including evenings andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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: Purchasing & Contracts Coordinator

TO:

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

RECREATION LEADER I/II

*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, assists with the planning, implementation, and delivery of afterschool and summer recreational and educational programs for youth including outdoor games, sports, arts and crafts, tournaments, music, drama, special events, nature programs and performances; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Recreation Leader I

This is the entry level training classification in the Recreation Leader job series. Positions in this class perform responsible recreation activity supervision involving planning and conducting activities in program areas such as outdoor games, sports, arts and crafts, tournaments, music, drama, special events, nature programs and performances or other activities related to the assignment. This classification is distinguished from the Recreation Leader II classification in that incumbents performs less complex and more routine responsibilities while learning recreation planning, implementation and delivery of various types, and the rules and regulations of the Community Services Department. Work is initially closely supervised and is observed while performing and upon completion. Ability to work independently will occur when the employee gains experience and demonstrates ability to perform a range of duties with minimal supervision.

Recreation Leader II

This is the journey level classification in the Recreation Leader job series. Positions in this class perform responsible recreation activity supervision involving planning and conducting activities in program areas such as outdoor games, sports, arts and crafts, tournaments, music, drama, special events, nature programs and performances or other activities related to the assignment. Work at this level involves organizing and directing recreation programs within established schedules, standards and policies, as well as using independent judgment in dealing with program or customer service problems. Work is performed under general supervision with a higher degree of independence and upon fully demonstrating the ability to perform the full range of duties with minimal supervision. May train new or lesser skilled Recreation Leader staff as assigned.

Flex Staffing

This series may be flexibly staffed at either the entry or journey level. Incumbents appointed to the Recreation Leader I (entry level) may reasonably expect to progress to the Recreation Leader II (journey level) upon attaining and demonstrating the full knowledge, skills and abilities of the job

classification and meeting the qualifications and department requirements established for progression, which shall remain at the department head's discretion.

SUPERVISION RECEIVED AND EXERCISED

Receives direct (Recreation Leader I) to general supervision (Recreation Leader II) from the Community Services Director, or Community Services Manager, as assigned. Recreation Leader II's may assist in the train new or lesser skilled Recreation Leader staff as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Participates in and conducts recreation activities and program planning; reviews current programs and makes recommendations to immediate supervisor.
2. Plans, organizes and supervises group activities and programs.
3. Keeps score or records for City-wide sports programs.
4. Conducts recreation programs, after-school programs, special events, or sports programs.
5. Chaperones dances, excursions, or special events.
6. Monitors volunteers to ensure they are meeting City and department requirements.
7. Develops participant and spectator interest, enthusiasm, and participation.
8. Issues, collects, inventories, and properly maintains City equipment and supplies.
9. Prepares and maintains accurate records and reports of programs and activities.
10. Sets up rooms for activities or rentals.
11. May perform routine janitorial duties in maintaining City recreational facilities.
12. Supervises and monitors facility rentals to ensure applicant complies with City and department policies and procedures.
13. Shares accurate information with customers regarding department programs/services.
14. Observes and complies with City and mandated safety rules, regulations, and protocols.
15. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Principle, rules, and practices of organizing, planning, and conducting recreation programs.
- A variety of children's games, sports and other recreational activities.
- First aid and CPR methods; and safety precautions to be used in recreational activities.
- Practices and techniques to achieve favorable public relations and appearance that project a positive image.
- Practices and techniques to achieve group cooperation in recreation programs.
- Operations and organizational structure of municipal government.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- Applicable Federal, State, and municipal laws, codes and regulations, related to working with youth.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Organizing, plan, and conduct a variety of recreational, educational, sports, special events, and related programs and activities.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Speak publicly to program participants.
- Understand and carry out oral and written instructions.
- Learn and perform assigned tasks.
- Prepare and maintain recreation program records as directed.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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:

Recreation Leader I

Experience:
Prior paid or volunteer work experience in performing customer service and/or in working with groups is highly desirable.

Training:
Current enrollment, or completion of, a Bachelor's degree from an accredited college or university with major coursework in Sports, Recreation, Public Administration, Communications, or closely related discipline.

Recreation Leader II

Experience:
At least one (1) year of experience organizing, planning, and conducting a variety of recreational, educational, sports, special events, and related programs and activities.

Training:
Current enrollment, or completion of, a Bachelor's degree from an accredited college or university with major coursework in Sports, Recreation, Public Administration, Communications, or closely related discipline.

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 this class may be required to work varying shifts, a flexible work, schedule, and extended hours including evenings andweekends.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an indoor environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field, office, or remote facilities.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds. This position is also expected to perform some physical work in the set-up of chairs and tables for events, and in performing light janitorial work at City facilities. Work in the field that may require greater noise exposure from traffic, and walking on unevenground, fumes, dirt and gas, and in varying temperatures.

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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Recreation Leader I

TO: Recreation Leader II

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR ACCOUNTANT

*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, performs a variety of advanced professional accounting work in the maintenance and review of fiscal records; analyzes financial information and prepares reports and records pertaining to the City's financial activities; provides complex professional assistance to the Administrative Services Director; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced-level class in the professional Accountant series. Positions at this level are distinguished from the Accountant II by the significant level of professional governmental accounting work performed; the level of responsibility assumed; and the complexity of duties assigned. Incumbents work independently, and exercise a high level of judgment and initiative. Incumbents are expected to perform the most difficult and complex statistical and financial professional accounting work requiring thorough knowledge of governmental accounting systems and procedures. 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. Incumbents provide lead and technical direction to lower lever staff and may oversee multiple functions of the department.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Administrative Services Manager or Finance Manager, as assigned. Exercises technical and functional supervision over, and provides training to, lower-level staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assists in planning and directing the work of finance staff on assigned tasks and/or projects; reviews the work of assigned staff for accuracy, completeness, and compliance with policies, procedures, and standards; participates in staff training activities; prepares drafts of new or revised departmental processes and procedures and submits recommendations for review and approval.

2. Assists in the development and administration of goals, objectives, policies, and procedures related to the area of assignment; drafts policies and procedures with supervisory confirmation.

3. Coordinates and prepares postings, balancing, and reconciliation of the General Ledger and subsidiary accounts; prepares bank reconciliation statements; reviews work of others performing these tasks.

4. Researches, interprets and applies Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), Financial Accounting Standards Board (FASB) and other professional accounting standards.

5. Reviews, analyzes, and audits financial records and transactions to ensure completeness and accuracy of information and calculations; prepares journal entries for adjusting and correcting records as necessary.

6. Analyzes, reconciles, and maintains records of various financial accounts; verifies availability of funds and classification of expenditures; researches and analyzes transactions to resolve problems and ensure adherence to budget.

7. Prepares a variety of complex financial reports, statements, and schedules for internal use and as required by county, state, and federal agencies; assists with the preparation of financial statements for the City's Annual Financial Report; conducts research and analysis of financial information; reconciles related data for submission; prepares notes, tables, and charts for inclusion in reports.

8. Performs comprehensive financial activity studies as directed; provides analysis of various funds upon management request.

9. Provides lead direction, technical guidance, and training to professional, technical and clerical accounting staff.

10. Serves as a technical resource to City staff; provides advice and technical assistance related to accounting procedures and financial system processes.

11. Analyzes financial documentation processes to ensure accuracy of financial reporting and recommends changes as necessary.

12. Provides complex technical support for audits; conducts research, provides analyses, and prepares audit schedules for independent auditors.

13. Develops, monitors, and maintains records on the City's fixed assets; records asset additions and deletions; determines value of assets; calculates and records depreciation schedules.

14. May participate in the preparation of the City's payroll and the maintenance of payroll records and reports.

15. Leads and participates in departmental budget preparation and administration; analyzes expenditures and revenue transactions against budget projections and historical data; prepares worksheets and summaries of budget data.

16. Prepares and writes a variety of reports and documentation.

17. Observes and complies with City and mandated safety rules, regulations, and protocols.

18. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Advanced principles and practices of accounting and financial record keeping.
- Pertinent policies and procedures related to financial recordkeeping and cost accounting.
- Specialized accounting and report writing software.
- Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), Financial Accounting Standards Board (FASB).
- Municipal accounting system requirements and procedures.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Apply critical thinking to complex projects and interpret detailed requirements.
- Plan and organize multiple tasks and projects to meet deadlines.
- Develop and accurately maintain a variety of financial records and documents.
- Prepare and maintain accurate and precise written documents such as ledgers, journals reports, forms, and correspondence.
- Interpret, explain, and analyze financial and statistical data and material.
- Understand, interpret, and apply laws, rules, regulations, policies and procedures related to accounting operations, and recommend implementation of new guidelines and standards.
- Analyze data and draw logical conclusions.
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines.

- Train and review the work of clerical, technical, and professional staff.
- Maintain professionalism and confidentiality of information.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Perform assignments with a high degree of independence.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 professional accounting experience at the journey level, of which three (3) years included governmental accounting experience.

Training:

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major coursework in finance or accounting.

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 andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings

including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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 Accountant

TO: Finance Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR BUILDING INSPECTOR

*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, leads and performs a variety of highly skilled, complex, and technical duties in performing inspections of residential, commercial, and industrial building sites to enforce building, plumbing, mechanical, electrical, and environmental codes, with specific expertise, knowledge of, and emphasis on one of the building trades; ensures conformance with approved plans, specifications, standards, permits, and licensing; provides a variety of information to property owners, developers, architects, engineers, and contractors; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the lead/advanced level class in the Building Inspector series. Positions at this level are expected to independently perform the full scope of assigned code enforcement responsibilities involving routine to complex inspections of residential, commercial, and industrial buildings, working independently and exercising judgment and initiative. Incumbents at this level may perform minor to complex plan reviews. The work involves exercising a high degree of independence and discretion in working with the public and in conducting field inspections; and involves interpretation and application of applicable codes and regulations. Incumbents at this level handle the most complex cases, and are expected to train and lead lesser skilled employees in this series. This class is distinguished from the next higher classification of Building Inspection Supervisor in that the latter is responsible for the day-to-day supervision of staff assigned to this unit.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Building Inspection Supervisor or Chief Building Official, as assigned. Exercises lead direction over Building Inspectors, and serves as Training Officer for new hires.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Oversees, reviews and performs the more complex duties in building inspections of new and existing commercial, industrial, and residential properties for compliance with building codes and standards; reads and reviews project plans to verify construction.

2. Reviews and approves various stages of construction, such as framing, electrical, mechanical, heating, plumbing, and structural membrane; inspects throughout the construction period to

completion; monitors construction sites; writes detailedcorrection notices for non-compliance or deviation from approved plans.

3. Trains lower-level building inspection staff on proper work methods, techniques, and compliance with applicable standards and specifications; assists in adherence to safe work practices and procedures.

4. Conducts solar review, approval, submittal of corrections and final permit issuance; conducts inspections from inception to completion.

5. Investigates complaints regarding existing buildings or new construction to determine if code violations or problem conditions exist; writes "stop work" notices for work being done without permits or in an unsafe manner.

6. Reviews plans, blueprints, drawings, and maps, and prepares change orders.

7. Confers with property owners, contractors, and developers with respect to complaints and building code issues, and to respond to general questions on compliance issues.

8. Processes electricity and gas meter releases, and Certificates of Occupancy; reviews and approves temporary gas and electric meter releases for staff.

9. Plans, schedules, prioritizes, and assigns inspections; communicates status of inspections to appropriate staff.

10. Serves as a liaison for the assigned function to other City departments, divisions, and outside agencies.

11. Assists in the implementation of goals, objectives, policies, procedures, and work standards including recommending improvements; assists in developing work plans, procedures, and schedules.

12. Prepares and maintains a variety of files, correspondence, reports, correction notices, and other written materials.

13. Observes and complies with City and mandated safety rules, regulations, and protocols.

14. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Advanced methods and techniques used in conducting building inspections.
- Building, plumbing, electrical, mechanical, and related codes.

- Characteristics of common materials used in building construction.
- Principles of trades areas as they relate to inspecting buildings and mechanical, plumbing, and electrical systems.
- Methods and techniques applied to the design and construction of residential, commercial, and industrial buildings.
- Safety standards and methods of building construction and materials used at all stages of construction.
- Applicable Federal, State, and local laws, codes, and procedures relevant to assigned areas of responsibility.
- Mathematical principles including algebra, geometry, and trigonometry.
- Record keeping principles and procedures.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- Computerized applications for building inspection.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform advanced level and complex inspections in residential, commercial and industrial buildings.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Review, understand, interpret, and analyze construction blueprints, plans, specifications, and architect and engineering drawings for application toinspection services.
- Examine workmanship and materials to detect deviation from plans, regulations, and standard construction practices.
- Prepare clear and concise correction notices.
- Investigate building code violations and respond to inquiries and complaints in a fair, tactful, and timely manner.
- Prepare clear, effective, and accurate reports, correspondence, and other written materials.
- Effectively represent the division and the City in meetings with other departments, public and private organizations, and individuals.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize multiple tasks and projects to meet deadlines.
- Work fairly and courteously with all customers.

- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Establish and maintain accurate logs, records, and written records of work performed.
- Lead, train, and review the work of lower level staff.
- Make accurate mathematic computations.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 three (3) years of increasingly responsible experience inspecting residential, commercial, or industrial buildings for a public agency.

Training:

Equivalent to the completion of a High School diploma supplemented by college-level coursework or technical training in construction technology, building inspection, or a related field. An Associate degree from an accredited college or university in construction technology or a related field is highly desirable.

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.

Possession of a State of California International Code Council (ICC) certification as a Building Inspector and at least two (2) additional ICC certifications such as plumbing, mechanical, or electrical inspector is required. Certification as a Combination Building Inspector and/or Plans Examiner is highly desirable.

Special Requirements:

Employees in these classes may be required to work varying shifts and extended hours

including evenings andweekends.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform inspections in the field that may require greater noise exposure from traffic, and walking on unevenground, working around fumes, dirt and gas, and in varying temperatures.

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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Senior Building Inspector

TO: Building Inspection Supervisor

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR CODE ENFORCEMENT OFFICER

*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, leads and performs a variety of highly skilled, complex, and technical duties in support of the City's code enforcement program; monitors and enforces a variety of applicable ordinances, codes, and regulations related to land use matters, building, housing, health and safety, property maintenance, general inspection of mobile home parks, abandoned vehicle abatement, noise abatement, and other matters of public concern; investigates violations and initiates procedures to abate violations and obtain compliance including issuing notices of violations, citations, and other correspondence specifying necessary corrective actions, compliance, and compliance dates; serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions; carries out special projects; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the lead/advanced level class in the Code Enforcement Officer series. Positions at this level are expected to independently perform the full scope of assigned code enforcement responsibilities involving codes and regulations in a broad range of areas, including zoning, building, weed abatement, health, and safety. The work involves exercising a high degree of independence and discretion in working with the public and in conducting field inspections; and involves a proactive implementation of applicable codes and regulations. Incumbents at this level handle the most complex cases, and are expected to train and lead lesser skilled employees in this series. This class is distinguished from the next higher classification of Code Enforcement Manager in that the latter is responsible for the administration of the division.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Code Enforcement Supervisor or Code Enforcement Manager. Exercises lead direction over Code Enforcement Officers and Technicians, and serves as Training Officer for new hires.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

1. Leads and performs enforcement of municipal codes and other applicable codes related to nuisance, zoning, pest infestation, noise, blight, graffiti, signage, junk and debris, abandoned or inoperable vehicles on private property, housing, and related abatement activities.

2. Leads, oversees, reviews and performs the more complex duties in field investigations; conducts on-site inspections of residential, industrial, and/or commercial areas to identify nuisances, potentially hazardous conditions and code violations; prepares photographic evidence of violations; records observations.

3. Trains lower-level code enforcement staff on proper work methods, techniques, and compliance with applicable standards and specifications; assists in adherence to safe work practices and procedures.

4. Takes action on community complaints concerning a variety of code violations in the implementation of the City's code enforcement program; instructs responsible parties concerning needed corrections to obtain compliance; conducts follow-up inspections to ensure corrections are made; notes actions taken and results achieved in case files and on computer database.

5. Reads, interprets, explains, and applies applicable codes to assigned duties; performs the issuance of infraction and misdemeanor citations for violations relating to public nuisances, including zoning, litter, abandoned vehicles, weeds, debris accumulation, and oversized vehicles in residential areas and parking violations.

6. Seeks compliance through written and personal contact; issues warnings and/or notices for code violations as required; prepares noncompliance letters, and final notices to property owners notifying them of violations; as appropriate, affixes a notice of violation on the property.

7. Determines compliance of specific land use permits, variances and development plans where improvements have been directed to meet zoning requirements.

8. Coordinates joint abatement and investigation activities with other city departments and agencies; informs departments of pending and ongoing investigations and activities; provides follow-up reports, records, and data to assist other departments involved in the zoning and abatement process.

9. Advises applicants, homeowners or developers of the City's requirements and the correct procedures to be taken to ensure compliance.

10. Responds to citizen complaints; issues infractions and misdemeanor citations for violations of applicable codes.

11. Prepares and maintains a variety of records, reports, logs, memoranda, and files related to field and office investigations and activities.

12. Maintains communication/action logs for code enforcement cases; enters and retrieves information from records systems.

13. Compiles code violation cases for presentation at public hearings, City Council meetings and judicial proceedings under the direction of his/her supervisor; gathers evidence, and appears as a witness in court regarding violation cases.

14. Interacts with and coordinates code enforcement actions with Planning, Building, Engineering, Fire, Police, City Attorney, and other regulatory agencies.

15. Participates in joint inspections of properties with other agencies and City departments.

16. Researches property ownership and zoning, building and parcel histories.

17. Observes and complies with City and mandated safety rules, regulations, and protocols.

18. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Advanced principles and practices of code enforcement.
- State and local codes and regulations pertaining to building, substandard housing, zoning, and vehicle codes.
- Methods of office and field inspection work.
- Research methods involving discovering property ownership and zoning background.
- Research methods and techniques related to all applicable codes.
- Operations and organizational structure of municipal government.
- Principles and practices of research and report preparation.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- Principles and practices of customer service and public relations.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Interpret and apply zoning and land use regulations and planning concepts to unusual or difficult zoning or municipal code violations.

- Understand and apply the rules of evidence related to public hearing and judicial cases.
- Research, interpret, explain, and apply applicable codes and ordinances to abatement work.
- Design public information and education programs related to code compliance activities.
- Make presentations to community groups and testify in hearings and court proceedings.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize multiple tasks and projects to meet deadlines.
- Obtain information through a variety of interview techniques.
- Work fairly and courteously with all customers.
- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Develop and accurately maintain a variety of work records and documents including complete case files, logs, reports, and memoranda.
- Lead, train, and review the work of lower level staff.
- Make presentations to community groups concerning codes, ordinances and city compliance programs.
- Compile and analyze technical information.
- Apply advanced level investigative techniques.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 three (3) years of experience enforcing administrative rules and regulations involving field investigations pertaining to code compliance and extensive public contact.

Training:

Equivalent to the completion of a High School diploma. The completion of a Bachelor's degree from an accredited college or university is highly desirable.

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.
Possession of a P.C. 832 Peace Officer's Standards and Training (POST) Certificate is required at the time of appointment.
Possession of Statewide California Association of Code Enforcement Officials (CACEO) Intermediate Module certification at time of appointment.

Possession of ICS and Oleoresin Capsicum spray certification at time of appointment.

Successful completion of Identification of Substandard Residences course by CACEO at time of appointment.

Special Requirements:
Employees in these classes may be required to work varying shifts and extended hours including evenings andweekends.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform inspections in the field that may require greater noise exposure from traffic, and walking on unevenground, working around fumes,

dirt and gas, and in varying temperatures.

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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Senior Code Enforcement Officer

TO: Code Enforcement Supervisor or Code Enforcement Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR FINANCIAL ANALYST

*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 direction, performs a variety of advanced professional administrative, financial, and budgeting work in support of the City's financial management operations; prepares a diverse range of financial reports; evaluates departmental budget development and administration requests to ensure compliance with City budgetary policies, procedures, and established guidelines; leads in compiling, and preparing the City-wide budget; participates in treasury management and investments; reconciles complex financial transactions; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced-level class in the professional Financial Analyst series. Positions at this level are distinguished from the Financial Analyst by the significant level of professional financial management work performed; the level of responsibility assumed; and the complexity of duties assigned. Incumbents work independently, and exercise a high level of judgment and initiative. Incumbents are expected to perform the most difficult and complex financial management, budgetary, accounting, and related analysis work requiring thorough knowledge of governmental accounting systems and procedures, and financial management. 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. Incumbents provide lead direction to lower lever staff and may oversee multiple functions of the department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Administrative Services Manager or Finance Manager, as assigned. Exercises technical and functional supervision over, and provides training to, lower-level staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assists in planning and directing the work of finance staff on assigned tasks and/or projects; reviews the work of assigned staff for accuracy, completeness, and compliance with policies, procedures, and standards; participates in staff training activities; prepares drafts of new or revised departmental processes and procedures and submits recommendations for review and approval.

2. Assists in the development and administration of goals, objectives, policies, and procedures related to the area of assignment; drafts policies and procedures with supervisory confirmation.

3. Performs advanced level and complex professional tasks in support of the City's financial management operations; prepares a variety of analyses such as revenue and expenditures, variances, personnel costs, and related fiscal documents; develops revenue estimates and financial projections; documents assumptions; conducts sensitivity studies; develops and prepares recommendations.

4. Prepares a diverse range of financial reports, including grant reporting, expenditure/revenue budget to actual comparison, monthly fiscal reports, the City's Comprehensive Annual Financial Report (CAFR), and other periodic financial reports.

5. Conducts analysis of proposals; identifies issues and opportunities; assists with the development of alternative scenarios to improve service levels and lower costs.

6. Explains budgeting guidelines to departmental managers; participates in the review and evaluation of requests to ensure compliance with City policies, procedures, and established guidelines; responds to questions, provides information and support to departments.

7. Leads in the coordination and development of the City's annual budget; compiles statistics and prepares projections; drafts the City's budget books.

8. Leads and conducts fees studies; summarizes findings and prepares recommendations.

9. Participates in the preparation, review, evaluation, and monitoring of capital improvement program (CIP) plans and budgets; monitors and updates operating and capital budget adjustments and funding changes; reviews CIP requests for financial compliance.

10. Performs financial analysis and statistical computations for various financial models and cost allocation plans; prepares periodic and *ad-hoc* financial reports as assigned; researches and answers financial and budget inquiries submitted by staff, City management, citizens, other governmental agencies and the City Council.

11. Prepares journal entries and reconciliations for complex accounting transactions such as debt issuance and refunding, capital assets acquisition and related transactions; works with contractors, bond counsel, and fiscal intermediaries on various required year-end schedules, reports and bond financing.

12. Monitors financial data collection systems.

13. Develops, plans, organizes, controls, trains and evaluates cash handling activities within the Administrative Services Department and City-wide.

14. Provides assistance to department management, other City staff, and the public regarding fiscal or operational issues, policies, or procedures.

15. Provides lead direction, technical guidance, and training to professional, technical and clerical accounting staff.

16. Participates in or directs and monitors assigned projects related to debt management, treasury management and investments; performs research and statistical analysis; prepares and presents reports of findings and recommends appropriate action.

17. Provides assistance in the enhancement of the City's core financial system, including implementing new modules and re-configuring existing applications.

18. Compiles information and works with auditors on various City-wide financial audits; may lead and/or conduct audits.

19. Prepares and submits City Council agenda reports and various other commission, committee, and staff reports, resolutions, ordinances, and correspondence regarding assigned activities.

20. Provides lead direction and/or supervision, training and work review to professional, technical and clerical support staff.

21. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate services and staffing levels.

22. Monitors and evaluates the impact of proposed legislation and regulations on the City's programs and requirements within assigned areas of responsibility; conducts research and recommends new procedures, forms, policies, processes and/or programs to conform to new requirements.

23. Maintains current knowledge of new trends and innovations in the field of revenue and cash collections, related internal control programs, and customer service; attends and participates in professional group meetings; participates in professional development activities; reads publications relevant to area of assignment.

24. Prepares and writes a variety of reports and documentation.

25. Observes and complies with City and mandated safety rules, regulations, and protocols.

26. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Advanced principles and practices of municipal financial management including, but not limited to, budget development and administration, debt management, treasury management, investments, auditing and general accounting.
- Project and/or program management, analytical processes, and report preparation techniques.
- Advanced principles and practices of public agency budget development and administration.
- Operations and organizational structure of municipal government.
- Specialized accounting and report writing software.
- Methods and techniques of administering sound financial management policies and procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Research and financial reporting methods, techniques, and procedures.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Operational characteristics of financial management technology systems.
- Complex record-keeping principles and procedures.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform advanced level and complex professional duties in support of the City's financial management programs.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Coordinate and oversee budgeting, and financial reporting activities.
- Plan and conduct effective financial and operational studies.
- Conduct research on a wide variety of topics including contract feasibility, budget and staffing proposals, and operational alternatives.

- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Apply critical thinking to complex projects and interpret detailed requirements.
- Plan and organize multiple tasks and projects to meet deadlines.
- Develop and accurately maintain a variety of financial records and documents.
- Interpret, explain, and analyze financial and statistical data and material.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Train and review the work of clerical, technical, and professional staff.
- Maintain professionalism and confidentiality of information.
- Operate and use modern office equipment including a computer and various software packages.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Deliver quality customer service.
- Perform assignments with a high degree of independence.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 professional administrative, financial and accounting experience at the journey level, of which three (3) years included governmental accounting experience.

Training:

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major coursework in finance, accounting, business or public administration, or a related field.

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 andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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 Financial Analyst

TO: Finance Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR MAINTENANCE WORKER

*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, leads and performs a variety of manual, semi-skilled, and skilled duties related to construction, maintenance and repair of City facilities, open spaces, cemetery district, building maintenance, and parks landscape installation and maintenance with advanced level expertise in multiple functional areas; ensures conformance with City standards and departmental policies; operates light power equipment; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the lead/advanced level class in the Maintenance Worker series. Positions at this level are expected to independently perform the full scope of assigned maintenance responsibilities involving routine to complex tasks, working independently and exercising judgment and initiative. Incumbents at this level handle the most complex tasks; are fully trained and experienced in all maintenance and operations functions performed by the department; and are expected to train and lead lesser skilled employees in this series. This class is distinguished from the next higher classification of Community Services Manager in that the latter is responsible for the day-to-day management of the division and supervision of staff.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Services Manager, as assigned. Exercises lead direction over Maintenance Worker I's and II's, volunteers, work release staff, and temporary staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

General Functions:

1. Oversees, reviews and performs the more complex duties in construction, maintenance and repair of City facilities, open spaces, cemetery district, building maintenance, and parks landscape installation and maintenance.
2. Trains and leads lower-level maintenance staff on proper work methods, techniques, and compliance with applicable standards and specifications; assists in adherence to safe work practices and procedures.
3. Serves as a liaison for the assigned function to other City departments, divisions, and outside agencies.

4. Assists in the implementation of goals, objectives, policies, procedures, and work standards including recommending improvements; assists in developing work plans, procedures, and schedules.
5. Prepares and maintains a variety of files, correspondence, reports, correction notices, and other written materials.
6. Performs a wide variety of advanced level skilled and semi-skilled construction, landscape, and maintenance work, including low voltage electrical, painting, street patching, and curb repair.
7. Operates and maintains hand and portable power tools.
8. Operates motor-driven equipment and trucks on streets, highways and over terrain.
9. Participates and leads crews in assigned work projects, including oversight of temporary staffing, contracted janitorial staffing, volunteers, and/or work release program participants.
10. Uses chemicals and/or other supplies.
11. Maintains departmental records associated with maintenance and operations.
12. Conducts inventory of supplies and replenishes as required in accordance with City and departmental policies and procedures.
13. Uses computer for work reporting and information access.
14. Cleans, maintains, and stores equipment.
15. Reads and interprets directions and sketches.
16. Performs vacation and temporary relief as necessary.
17. Observes and complies with City and mandated safety rules, regulations, and protocols.
18. Performs related duties as required.

Parks Maintenance and Open Spaces (Including Cemetery Grounds) Functions:

1. Prepares soil for planting and transplanting.
2. Plants, waters, cultivate, fertilize, rakes, and cares for lawns and ground with hand tools and light power equipment.
3. Sprays for pest and weed control using non-restricted chemicals and products.
4. Trims shrubs and hedges; mows lawns, fields or street medians.
5. Documents all City maintains plant life including shrubs, hedges, grass, and trees; documents any type of destruction found to parks and plant life.
6. Cleans and maintains rest rooms and park structures.
7. Assists in installation and repair of irrigation systems, fencing and lighting; programs and maintains irrigation clocks.
8. Sets up safety devices for trimming crew and may act as flag person.
9. Operates a variety of vehicles and equipment such as water trucks, riding lawn mowers, tanker trucks and large trailers.
10. Installs and repairs lawn sprinkler system, ball field fencing, and pool facilities.
11. Lines out ball fields and unpaved parking lots.
12. Prepares open spaces for City events; sets up events and works City booth; assists residents, customers, and vendors; and performs post-event clean up.
13. Operates a chipper, chain saw or tractor mower.

14. Checks chlorine and pH levels and performs minor maintenance of pools.
15. Patrols parks and performs inspections of contracted services; reports issues to supervisor.
16. Documents residents' complaints and responds to inquiries.

Street Maintenance Functions:

1. Patches streets and assists in paving streets.
2. Constructs and repairs curbs and gutters by excavating with pneumatic and hand tools, building forms, mixing, placing and finishing concrete.
3. Places traffic control and warning signs; monitors traffic flow; serves as flag person for traffic safety.
4. Fabricates and installs street and traffic control signs.
5. Paints street lines, crosswalks, and curbs using spray tank, street striper and brush; paints and installs traffic control devices; assists in installation of new wiring.
6. Places preformed plastic pavement markings and applies raised pavement markers.
7. Cleans, maintains and stores painting equipment.
8. Cleans storm drains, drainage ditches and culverts.

Cemetery Operations & Maintenance Functions:

1. Measures and marks plots for burials; cuts out sod and digs graves using backhoe and hand tools; covers burial sites with plywood, planks, and tarps for safety of visitors.
2. Unloads casket from Hurst and transports to burial site; performs burials including lowering of caskets, backfilling, tamping and re-sodding gravesites.
3. Sets up chairs, tables, and podium for funeral services; places signage and cones, directs parking and guests attending funeral services; removes chairs, tables, podium, signage and cones at the end of the funeral; cleans and stores equipment.
4. Installs monument markers/ headstones and vases.
5. Provides routine customer service to members of the public while in the field; provides office administrative back-up support; answers phones, and schedules appointments, as needed.
6. Assists in working with families and mortuaries to coordinate funeral services.

QUALIFICATIONS

Knowledge of:

- Principles of trades areas as they relate to buildings, grounds, streets, facilities, lighting, open spaces, and cemetery maintenance.
- Tools, equipment, materials and techniques used in construction and maintenance.
- Tools, equipment, materials and techniques uses in landscape maintenance and irrigation systems.
- Advanced general construction and maintenance procedures and methods.
- Advances electrical principles.
- Use of hazardous chemicals common to construction and maintenance activities.

- Record keeping principles and procedures.
- Operations and organizational structure of municipal government.
- Basic office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Perform strenuous physical work with agility and endurance.
- Work in cooperative manner with others and contribute to a successful teameffort.
- Use and train others in the proper operation of assigned tools and equipment.
- Operate assigned trucks and equipment, observing legal and defensive driving practices.
- Make emergency field electrical repairs.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Read maps and learn the City's geography.
- Establish and maintain accurate logs, records, and written records of work performed.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and departmental guidelines.
- Make accurate mathematic computations.
- Lead, train, and review the work of lower level staff.
- Maintain and follow department policies and procedures.
- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Understand and follow oral and written instructions.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Deliver quality customer service.
- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices. Demonstrate an awareness and appreciation of the cultural diversity of thecommunity.

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 three (3) years of increasingly responsible experience in construction, maintenance, landscape maintenance, facilities maintenance, and manual labor involving the use of hand tools, portable power tools, and related light and heavy equipment, equivalent to a Maintenance Worker II at the City of Wildomar. Experience in multiple functional areas is required at this level.

Training:
Equivalent to the completion of a High School diploma. The completion of college level coursework or technical training in construction technology, or a related field is highly desirable.

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.

A Commercial driver's license with a tank endorsement may be required of some positions.

Special Requirements:
Employees in these classes may be required to work varying shifts and extended hours including evenings and weekends and holidays.

Safety regulations prohibit incumbents from wearing contact lenses when working with certain chemicals. Incumbents in positions requiring use of a respirator are prohibited from wearing beards or other facialhair which prevents a proper respirator fit.

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 in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, very loud exterior noise levels including traffic, and may have regular exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands:
Employees in this class must be in good physical condition and be able to exert physical strength for prolonged periods of time. Positions in this classification regularly bend, stoop,

kneel, reach, push, and pull in order to perform assigned tasks. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 100 pounds. This position is also expected to regularly perform work in the field that may require greater noise exposure from traffic; walking on unevenground; working around and with equipment and machinery; exposure to fumes, dirt and gas; and exposure to varying extremes in temperatures. Incumbents must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various work sites. Color vision is required to read printed materials and a computer screen as well as to discern issues related to plant health and/or species. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, use a computer, drive a vehicle, and operate a variety of hand and power tools. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate hand and power tools. Standing in work areas and walking between work areas may be required both in the office and in the field.

Mental Demands:

While performing the duties of this class, an employee uses limited written communication skills and primarily oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work following verbal instructions and departmental procedures; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Senior Maintenance Worker

TO: Community Services Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR MANAGEMENT ANALYST

*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 direction, performs a wide variety of complex professional, administrative and analytical duties in support of an assigned department; conducts studies and research programs; participates in special projects and assigned programs; prepares a variety of financial and statistical reports; oversees specialized program areas; administers budgets and grants; ensures work quality and adherence to established policies and procedures; performs analytical and administrative tasks relative to assigned area of responsibility; supervises assigned staff; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced level class in the professional Administrative Analyst series. Positions at this level are distinguished from the Administrative Analyst II by the higher level of responsibility assumed, scope of job impact, degree of autonomy, and the complexity of duties assigned. Positions at this level possess specialized, technical, and functional expertise within the area of assignment and perform the most difficult and responsible types of duties assigned to positions within this series. Incumbents assigned to this class work independently, and exercise high degree of judgment and initiative. Positions at this level work under general direction, and are expected to determine the work methods to achieve desired outcomes and goals.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the department head, division manager, or other management staff as assigned. Supervises professional, technical and administrative support staff, as assigned.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Provides high level and complex professional, analytical, financial and administrative support in the functions of an assigned department including financial administration and reporting, budget preparation and control, special projects and events, grants administration, purchasing and contract administration, information technology, public information, and program evaluation and administration.

2. Participates in the development and implementation of departmental goals, objectives, policies and priorities; recommends, develops, and implements resulting policies and procedures.

3. Plans, prioritizes, assigns, reviews and participates in the work of staff responsible for providing services and activities in assigned area; establishes schedules and methods for providing assigned services; trains and evaluates assigned employees in their area of work; ensures work quality and adherence to established policies and procedures; meets with staff to identify and resolve problems.

4. Provides assistance in organizational development in assigned areas; coordinates and participates in organizational studies involving administrative or operational systems, procedures, functions, processes and techniques; identifies issues, collects data, analyzes alternatives and make recommendations.

5. Leads and coordinates a variety of special projects including research of new programs and services, budget analysis and preparation, and feasibility analyses; prepares and presents reports.

6. Implements new information technology systems, methods and procedures; monitors program progress in meeting goals and objectives; conducts updates with management staff to inform and advise on project progress; makes adjustments as necessary.

7. Leads and participates in budget development and administration for assigned area of responsibility; analyzes proposed capital, personnel, operating, and maintenance expenditures; prepares reports and analyses related to impact of budgetary decisions; prepares multi-year financial forecasts; maintains related computer applications; tracks and monitors budget expenditures.

8. Prepares, monitors and reconciles a variety of budgets, contracts, grant- funded and/or state-or federal-funded programs which require adherence toregulations, policies and procedures.

9. Allocates project or program appropriations, expenses and revenues to specific budget centers; prepares periodic reports regarding income and expenses; confers with internal and external auditors to ensure all program guidelines are met.

10. Analyzes Federal, State, and local legislative proposals for impact on assigned operations; prepares analysis and briefings on enacted legislation, judicial interpretations, and regulatory agency directives for department compliance.

11. Reviews departmental reports and documents for completeness, proper punctuation, grammar and spelling and compliance with established guidelines; develops filing guides and systems.

12. Coordinates department activities with those of other departments, outside agencies and organizations; serves as the liaison for the assigned department with other departments and outside agencies; serves on various internal committees; negotiates and resolves sensitive and controversial issues.

13. Develops public information, educational, and marketing materials including writing and editing documents, soliciting advertisers, and distributing materials on an as needed basis.

14. Provides staff assistance to an assigned department head; participates on a variety of boards and committees; prepares and presents staff reports and other necessary correspondence.

15. Oversees and coordinates departmental purchasing activities; prepares bids and requests for proposals; evaluates submissions; recommends contract award; monitors contract performance to ensure compliance with contractual obligations; authorizes payments to vendors; resolves vendor issues.

16. Prepares grant applications; implements and monitors grant programs; monitors grant expenditures to ensure compliance with grant contractual obligations; submits quarterly and annual reports.

17. Explains program requirements and procedures to clients, service providers, employees, the public and representatives of other organizations; distributes informational materials as requested.

18. Prepares and submits City Council agenda reports, resolutions, ordinances and correspondence regarding assigned activities.

19. Monitors the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.

20. Observes and complies with City and mandated safety rules, regulations, and protocols.

21. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public administration and program development.
- Principles and practices of budget development and administration.
- Methods of administrative, organizational, economic and procedural analysis.
- Methods and techniques of data collection, research and report preparation.
- Methods and techniques of statistical and financial analysis.
- Principles of supervision, training and performance evaluation as assigned.
- Principles and practices of records management.
- Operations, services and activities of assigned program area.
- Methods of research, program analysis and report preparation.
- Principles and procedures of financial record keeping and reporting.

- Operations and organizational structure of municipal government.
- Pertinent Federal, State and local laws, codes and regulations.
- Methods and techniques of grant program administration.
- Principles of project management.
- Principles of public relations and customer service.
- Modern office procedures, methods and equipment including computers and supporting software applications.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.
- Mathematical calculations.

Ability to:

- Direct, conduct, and participate in various complex organizational studies and analyses.
- Perform complex administrative and analytical activities for assigned departmental programs.
- Understand the organization and operation of the assigned department and outside agencies as necessary to assume responsibilities.
- Interpret, explain, and apply administrative and departmental policies and procedures.
- Research, analyze and evaluate programs, policies, and procedures; assemble information from a variety of sources for the preparation of reports or completion of forms; use spreadsheets at an advanced level to make arithmetic and statistical calculations.
- Analyze complex problems, evaluate alternatives, and make recommendations.
- Apply critical thinking to complex projects and interpret detailed requirements.
- Collect, compile, analyze, and interpret complex information; and prepare statistical reports.
- Plan and organize multiple tasks and projects to meet deadlines.
- Supervise, train and evaluate assigned staff.
- Prepare and administer complex departmental and program budgets.
- Prepare and administer comprehensive grant and bid proposals.
- Prepare clear and concise reports.
- Develop and accurately maintain a variety of departmental and financial records and documents.
- Prepare City Council staff reports; agendas and minutes for boards and committees; and various updates to the City's web pages; use graphics software to prepare brochures, newsletters, certificates and a variety of similar communications documents.
- Understand, interpret, and apply laws, rules, regulations, policies and procedures related to accounting operations, and recommend implementation of new guidelines and standards.
- Evaluate situations, identify problems, and exercise sound independent judgment.
- Maintain professionalism and confidentiality of information.
- Maintain and follow department policies and procedures.

- Operate and use modern office equipment including a computer and various software packages.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deliver quality customer service.
- Work independently and as a team member.
- Perform assignments with initiative and a high degree of independence working under broad goals and objectives.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 professional administrative and financial program support experience, of which at least two (2) years is with a public sector/ government agency equivalent to an Administrative Analyst II with the City of Wildomar. Up to two (2) years of additional qualifying experience may substitute for two (2) years of the required education.

Training:

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, or a related field.

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 andweekends.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings

including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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 Management Analyst

TO: Assistant to City Manager, Deputy City Manager, or Departmental Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR PLANNER

*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 complex current and advance planning activities, including serving as project manager for complex development applications and special projects; administers specified activities in such areas as current and advance planning, and environmental impact studies, code compliance and reviews; provides zoning and land use information and assistance to property owners, developers, contractors, and the public; provides complex professional assistance to the Planning Manager; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced-level classification in the professional planning series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgment to perform departmental day-to-day administrative functions, including project management and the review of current or advanced planning projects. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Planning Manager. Exercises technical and functional supervision over, and provides training to, lower-level staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

1. Serves as project manager for multiple complex current and/or long-range planning projects and special planning studies, including in-depth application and plan review and analysis.

2. Coordinates with applicants to obtain additional information and project changes, prepares legal notices, posts notices on sites, conducts background research, prepares staff reports, attends public hearings and makes presentations, monitors implementation measures and conditions of approval, checks submittals for building plan checks, and inspects development and capital improvement sites at the beginning and upon completion of the project.

3. Compiles, analyzes findings and prepares recommendations in written form for projects, including project analysis and conditions for permit approval or denial.

4. Plans and directs the work of planning staff on assigned projects; reviews the work of assigned staff for accuracy, completeness, and compliance with policies, procedures, and standards; participates in staff training activities; prepares drafts of new or revised departmental processes and procedures and submits recommendations for review and approval.

5. Interprets and applies federal, state, and local laws, rules, and regulations to ensure that public and private projects are in compliance, including the California Environmental Quality Act (CEQA), City ordinances, specific plans, design specifications, and local guidelines and procedures.

6. Interacts and communicates with a variety of individuals and groups at the public zoning counter, in the field, over the telephone, through email, at public hearings, and in discussion forums, including other City departments and public agencies, elected and appointed City officials, developers, consultants, architects, engineers, attorneys, appraisers, real estate agents, property owners, and the general public for the purpose of obtaining or providing information, coordinating activities, processing projects, negotiating plan changes, and formulating recommendations.

7. Conducts environmental review and analyses; reviews specialized planning support studies for incorporation into environmental review documents; evaluates conclusions of environmental impact reports and prepares recommendations.

8. Writes requests for proposals for environmental consulting services; participates in the consultant interview process; makes recommendations on project award; evaluates and oversees environmental consulting agreements and project budgets.

9. Compiles, analyzes and evaluates data related to the City's population, housing needs, income level, transit needs, etc., for use in projecting planning requirements.

10. Develops recommendations, reports, maps, charts, graphics, and other information and documentation for presentation to the Planning Commission, Advisory Committees, and City Council.

11. Reviews and analyzes a variety of permits, applications, and petitions for compliance to planning regulations, codes, and ordinances.

12. Participates in project meetings and conferences with commissions, committees, government agencies, and other groups; provides technical staff support to various City commissions.

13. Makes presentations to the public, special districts, and agencies as requested.

14. Receives and responds to inquiries, requests for assistance, and complaints regarding division and department projects, policies, and procedures.

15. Prepares a variety of periodic and special reports regarding assigned activities.

16. Assists in the development and administration of goals, objectives, policies, and procedures related to the division; drafts formalized policies and procedures with supervisory confirmation.

17. Observes and complies with all City and mandated safety rules, regulations, and protocols.

18. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Modern principles, practices, and technical and legal issues of urban and regional planning, zoning, urban economics, demographics, and environmental planning and program management.
- Geographic, socioeconomic, transportation, financial, political, environmental, and other elements related to public planning projects.
- Comprehensive plans and current planning processes and the development process.
- Philosophy, trends, principles, and techniques of planning programs.
- Principles and methods of urban and regional planning, zoning, and land development.
- Technical reporting requirements associated with planning programs.
- Biological and environmental issues associated with urban and regional planning and land use development.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Techniques for effectively representing the City and department in contacts with governmental agencies, governing bodies, community groups, various business, professional, educational and regulatory organizations, and with property owners, developers, contractors, and the public.
- Project management and contract administration principles and techniques.
- Principles of advanced mathematics and their application to planning work.
- Geographic Information Systems technology.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- English usage, spelling, grammar, and punctuation.
- Principles and practices of filing and record keeping.
- Methods and techniques of public relations and customer service.
- Safe and efficient work practices as they relate to code enforcement.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Interpret and explain complex planning and zoning projects and programs to the public.
- Assimilate both technical and theoretical concepts from many diverse disciplines and apply the knowledge in creative and intuitive ways to solve unique problems.
- Evaluate the suitability of projects to specific sites and surrounding areas.
- Interpret land use maps, legal descriptions, construction and grading plans, and other technical and office data accurately.
- Effectively organize and manage large or specialized planning projects.
- Analyze complex problems, evaluate alternatives, and make sound recommendations in support of goals.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations and individuals.
- Prepare and present clear, concise, and logical written and oral reports, correspondence, policies, procedures, and other written material.
- Perform required mathematical computations with accuracy.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Provide technical and functional supervision and training to lower level staff; ensure work is performed effectively; and evaluate performance in an objective and positive manner.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Deliver quality customer service.

- Work independently and as a team member.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

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 responsibly planning experience in the fields of current or advance planning with a municipal or county agency.

Training:

Equivalent to the completion of a Bachelor's degree from an accredited college or university with major course work in urban planning, geography, environmental designs, engineering, architecture, public administration or a related field.

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 in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle

documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 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; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Senior Planner

TO: Planning Manager

Approved by Name:	Title:
Effective Date:	FLSA Status: Non-Exempt

City of Wildomar
Position Classification Schedule - Revised Pay and FLSA Status - February 2023

Current Pay Grade	Classification	FLSA Status	Group	Career Family	Date
19	Accountant I	Non-Exempt	General	Accounting	11/10/2021
119	**Accountant I**	**Non-Exempt**	**General**	**Finance**	**2/11/2023**
21	Accountant II	Non-Exempt	General	Accounting	11/10/2021
121	**Accountant II**	**Non-Exempt**	**General**	**Finance**	**2/11/2023**
23	Accountant III	Non-Exempt	General	Accounting	11/10/2021
23	Accounting Manager	Exempt	Management	Accounting	1/13/2021
12	Accounting Specialist I	Non-Exempt	General	Administration	1/13/2021
112	**Accounting Specialist I**	**Non-Exempt**	**General**	**Finance**	**2/11/2023**
14	Accounting Specialist II	Non-Exempt	General	Administration	6/30/2021
114	**Accounting Specialist II**	**Non-Exempt**	**General**	**Finance**	**2/11/2023**
Minimum Wage	Administrative Aide I	Non-Exempt	General	Administration	1/1/2022
4	Administrative Aide II	Non-Exempt	General	Administration	1/13/2021
13	Administrative Analyst	Non-Exempt	General	Administration	1/13/2021
17	Administrative Analyst II	Non-Exempt	General	Administration	1/13/2021
7	Administrative Assistant I	Non-Exempt	General	Administration	1/13/2021
110	**Administrative Assistant I**	**Non-Exempt**	**General**	**Administration**	**2/11/2023**
11	Administrative Assistant II	Non-Exempt	General	Administration	1/13/2021
113	**Administrative Assistant II**	**Non-Exempt**	**General**	**Administration**	**2/11/2023**
37	Administrative Services Director	Exempt	Management	Administration	1/13/2021
337	**Administrative Services Director**	**Exempt**	**Executive**	**Administration**	**2/11/2023**
7	Animal Services Officer	Non-Exempt	General	Animal Control	1/13/2021
14	Animal Services Supervisor	Non-Exempt	General	Animal Control	1/13/2021
15	Assistant City Clerk	Non-Exempt	General	City Clerk	1/13/2021
121	**Assistant City Clerk**	**Non-Exempt**	**General**	**City Clerk**	**2/13/2021**
18	Assistant Engineer	Non-Exempt	General	Engineering	1/13/2021
120	**Assistant Engineer**	**Non-Exempt**	**General**	**Public Works**	**2/11/2023**
17	Assistant Planner	Non-Exempt	General	Planning	1/13/2021
117	**Assistant Planner**	**Non-Exempt**	**General**	**Planning**	**2/11/2023**
40	Assistant City Manager	Exempt	Executive	City Manager	1/13/2021
20	Associate Engineer	Non-Exempt	General	Engineering	1/13/2021
123	**Associate Engineer**	**Non-Exempt**	**General**	**Public Works**	**2/11/2023**
22	Associate Planner	Non-Exempt	General	Planning	1/13/2021
122	**Associate Planner**	**Non-Exempt**	**General**	**Planning**	**2/11/2023**
24	Building Inspection Supervisor	Exempt	General	Building	6/30/2021
224	**Building Inspection Supervisor**	**Exempt**	**General**	**Building & Safety**	**2/11/2023**
15	Building Inspector I	Non-Exempt	General	Building	1/13/2021
115	**Building Inspector I**	**Non-Exempt**	**General**	**Building & Safety**	**2/11/2023**
17	Building Inspector II	Non-Exempt	General	Building	1/13/2021
117	**Building Inspector II**	**Non-Exempt**	**General**	**Building & Safety**	**2/11/2023**
19	Building Inspector III	Non-Exempt	General	Building	6/30/2021
29	Chief Building Official	Exempt	Management	Building	1/13/2021
229	**Chief Building Official**	**Exempt**	**Management**	**Building & Safety**	**2/11/2023**
27	City Clerk	Exempt	Management	City Clerk	1/13/2021
330	**City Clerk**	**Exempt**	**Executive**	**City Clerk**	**2/11/2023**
31	City Engineer	Exempt	Management	Engineering	1/13/2021
Contract	City Manager	Exempt	Executive	City Manager	1/13/2021
401	**City Manager**	**Exempt**	**Executive**	**City Manager**	**2/11/2023**
14	Code Enforcement Officer I	Non-Exempt	General	Code	4/14/2021
114	**Code Enforcement Officer I**	**Non-Exempt**	**General**	**Code Enforcement**	**2/11/2023**
16	Code Enforcement Officer II	Non-Exempt	General	Code	4/14/2021
116	**Code Enforcement Officer II**	**Non-Exempt**	**General**	**Code Enforcement**	**2/11/2023**
226	**Code Enforcement Manager**	**Exempt**	**Management**	**Code Enforcement**	**2/11/2023**
20	Code Enforcement Supervisor	Non-Exempt	General	Code	4/14/2021
12	Code Enforcement Technician	Non-Exempt	General	Code	4/14/2021
112	**Code Enforcement Technician**	**Non-Exempt**	**General**	**Code Enforcement**	**2/11/2023**
337	**Community Development Director**	**Exempt**	**Executive**	**Community Development**	**2/11/2023**
30	Community Services Director	Exempt	Management	Community Services	6/9/2021
336	**Community Services Director**	**Exempt**	**Executive**	**Community Services**	**2/11/2023**
21	Community Services Manager	Exempt	Management	Community Services	1/13/2021
227	**Community Services Manager**	**Exempt**	**Management**	**Community Services**	**2/11/2023**

City of Wildomar
Position Classification Schedule - Revised Pay and FLSA Status - February 2023

Current Pay Grade	Classification	FLSA Status	Group	Career Family	Date
113	Deputy City Clerk I	Non-Exempt	General	City Clerk	2/13/2021
118	Deputy City Clerk II	Non-Exempt	General	City Clerk	2/13/2021
12	Development Services Technician	Non-Exempt	General	Building	6/9/2021
111	Development Services Technician I	Non-Exempt	General	Varies	2/11/2023
114	Development Services Technician II	Non-Exempt	General	Varies	2/11/2023
30	Economic Development Director	Exempt	Management	Economic Development	1/13/2021
334	Economic Development Director	Exempt	Executive	Economic Development	2/11/2023
23	Economic Development Manager	Exempt	Management	Economic Development	1/13/2021
115	Engineering Technician I	Non-Exempt	General	Public Works	2/11/2023
117	Engineering Technician II	Non-Exempt	General	Public Works	2/11/2023
29	Finance Manager	Exempt	Management	Finance	1/13/2021
37	Finance Director	Exempt	Management	Finance	1/13/2021
7	Groundsworker I	Non-Exempt	General	Maintenance	1/13/2021
9	Groundsworker II	Non-Exempt	General	Maintenance	1/13/2021
22	Human Resources Administrator	Non-Exempt	General	Human Resources	1/13/2021
122	Human Resources Administrator I	Non-Exempt	General	Human Resources	2/11/2023
227	Human Resources Administrator II	Exempt	Management	Human Resources	2/11/2023
Minimum Wage	Intern I (Undergraduate)	Non-Exempt	General	Varies	1/1/2022
104	Intern I	Non-Exempt	General	Varies	2/11/2023
6	Intern II (Graduate)	Non-Exempt	General	Varies	1/13/2021
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
16	Manager of Operations and Maintenance	Exempt	Management	Maintenance	1/13/2021
22	Parks, Community Services, and Cemetery District Manager	Exempt	Management	Maintenance	1/13/2021
37	Planning Director	Exempt	Management	Planning	1/13/2021
15	Plans Examiner	Non-Exempt	General	Building	1/13/2021
229	Principal Engineer	Exempt	Management	Public Works	2/11/2023
232	Principal Engineer/City Engineer	Exempt	Management	Public Works	2/11/2023
37	Public Works Director	Exempt	Management	Public Works	8/15/2022
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
17	Public Works Inspector II	Non-Exempt	General	Public Works	6/30/2021
117	Public Works Inspector II	Non-Exempt	General	Public Works	2/11/2023
15	Purchasing & Contracts Coordinator	Non-Exempt	General	Administration	6/30/2021
118	Purchasing & Contracts Coordinator	Non-Exempt	General	Finance	2/13/2021
Minimum Wage	Recreation Leader I	Non-Exempt	General	Community Services	1/1/2022
102	Recreation Leader I	Non-Exempt	General	Community Services	2/11/2023
6	Recreation Leader II	Non-Exempt	General	Community Services	1/13/2021
106	Recreation Leader II	Non-Exempt	General	Community Services	2/11/2023
501	Retired Annuitant - Extra Help	Non-Exempt	General	Varies	2/11/2023
123	Senior Accountant	Non-Exempt	General	Finance	2/11/2023
23	Senior Administrative Analyst	Non-Exempt	General	Varies	1/13/2021
121	Senior Building Inspector	Non-Exempt	General	Building & Safety	2/11/2023
18	Senior Code Enforcement Officer	Non-Exempt	General	Code Enforcement	4/14/2021
118	Senior Code Enforcement Officer	Non-Exempt	General	Code Enforcement	2/11/2023
26	Senior Engineer	Exempt	General	Engineering	12/15/2021
126	Senior Engineer	Non-Exempt	General	Engineering	2/11/2023
223	Senior Financial Analyst	Exempt	General	Finance	2/11/2023
11	Senior Groundsworker	Non-Exempt	General	Maintenance	1/13/2021
223	Senior Management Analyst	Exempt	General	Varies	2/11/2023
114	Senior Maintenance Worker	Non-Exempt	General	Maintenance	2/11/2023
24	Senior Planner	Non-Exempt	General	Planning	1/13/2021
124	Senior Planner	Non-Exempt	General	Planning	2/11/2023



Your Employee Benefits Proposal

Prepared for: City of Wildomar

Presented by:

Proposal Prepared on:
November 1, 2022

Proposed Effective Date:
January 1, 2023

Life and AD&D Insurance

Standard Insurance Company

Proposed Effective Date
January 01, 2023

Prepared for:
City of Wildomar

Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2021 was 2 days for clean claims and 4 days for all claims (internal company data as of January 2022).

Basic Plan 1: Covered Members

An active employee of the Employer working 30 or more hours per week.

- **Class 1:** City Managers
- **Class 2:** All other Members

	Basic	
	Class 1	Class 2
Benefit Schedule	1 x Annual Earnings	1 x Annual Earnings
Rounding	Up to next $1,000	Up to next $1,000
Maximum Benefit	$300,000	$225,000
Minimum Benefit	n/a	$50,000
Guarantee Issue	$230,000	Full Benefit
AD&D Benefit	Matches Life Benefit	Matches Life Benefit
Age Reduction Schedule	None	To 65% at age 65 To 50% at age 70 To 35% at age 75
Employer Contribution	100%	100%
Minimum Participation	100%	100%

Life Highlights

	Basic
Waiver of Premium	Eligible to age 60 Waived to age 65
Conversion	Included
Portability	Included
Repatriation Benefit	Included
Travel Assistance	Included
Life Services Toolkit	Included

Proposed Effective Date
January 01, 2023

Prepared for:
City of Wildomar

AD&D Highlights

	Basic
Loss of life	100%
Loss of one hand or one foot	50%
Loss of sight of one eye	50%
Any combination of the above losses	100%
Seat Belt Benefit	AD&D benefit payable up to $10,000
Air Bag Benefit	AD&D benefit payable up to $5,000
Family Benefits Package	Included
Portability	Included

Additional Plan Design Details

- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of $500,000 (when Basic Life and any Additional Life are combined).
- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- The Family Benefits Package includes:

  – The Higher Education Benefit reimburses tuition expenses up to $5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of $20,000 or 25% of the AD&D benefit per child, whichever is less.

  – Career Adjustment Benefit reimburses tuition expenses up to $5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of $10,000 or 25% of the AD&D benefit, whichever is less.

  – Child Care Benefit reimburses a family's child care expenses up to $5,000 per year - not to exceed $10,000 or 25% of the AD&D benefit, whichever is less.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- Domestic partner language is included.
- All other provisions of the existing plan remain unchanged.

Proposed Effective Date
January 01, 2023

Prepared for:
City of Wildomar

Cost

	Basic
Life	
Members	29
Volume	$2,699,000
Rate: Per $1,000	.170
Monthly Premium	$459
AD&D	
Members	29
Volume	$2,699,000
Rate: Per $1,000	.021
Monthly Premium	$57
Total Billed Premium	$516
Rate Guarantee	2 years

Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.

Conditions

- Member must be insured under Basic Life in order to be eligible for Basic AD&D.
- The elected benefit amount for Basic AD&D. must match the benefit amount for Basic Life.

More Information

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here:
http://www.standard.com/group-life-add

Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Flat 10% commission included for Life.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/financial-professional/insurance-benefits/compensation. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on January 30, 2023, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

Financial Strength Ratings

For information about our Financial strengths ratings visit www.standard.com/about

City of Wildomar

Personnel Rules
Updated July 2018

CITY OF WILDOMAR
PERSONNEL RULES AND REGULATIONS

RULE I. GENERAL PROVISIONS.

A. **Purpose**. These personnel rules are intended to establish and maintain an efficient and uniform personnel program for the City of Wildomar.

B. **Nature of Employment**. All employees of the City of Wildomar 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 personnel 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 personnel rules apply to all employees of the City of Wildomar. Further, in the event of a conflict between these Rules and a contract for employment, the terms of the contract for employment will control.

D. **Not an Employment Contract**. None of these personnel 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 personnel rules by resolution. The Personnel Officer shall have authority to prepare and recommend revisions to the personnel 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 personnel rules.

G. **Delegation of Authority**. Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these personnel 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, state, or federal ordinance, regulation, or law that is incorporated in the personnel rules or upon which the personnel rules rely is amended, the personnel rules shall be deemed amended in conformance with those amendments.

I. **Severability**. If any section, subsection, sentence, clause, or phrase of the personnel 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 personnel rules.

RULE II. DEFINITIONS.

A. General Definitions. All words and terms used in these personnel 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 his/her 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" 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. "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.

16. "Personnel Officer" means the City Manager or his/her designee.

17. "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.

18. "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 that are specifically provided to part-time employees by resolution of the City Council.

19. "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.

20. "Promotion" means the movement of an employee from one class to another class having a higher maximum base rate of pay.

21. "Provisional appointment" means a temporary appointment, less than 960 hours in a fiscal year, of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible employees.

22. "Reinstatement" means the restoration without examination of a former employee to a classification in which the employee formerly served.

23. "Suspension" means the temporary separation from service of an employee without pay for disciplinary purposes.

24. "Temporary employee" means an employee who is appointed to a non-position for a limited period of time and is only entitled to benefits as provided by resolution of the City Council.

25. "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 or expression, age over 40, religious creed, ethnicity, national origin, creed, disability, medical condition, genetic information, marital status, pregnancy, childbirth, or related medical conditions, military or veteran's status, or any other characteristic protected by state or federal law or local ordinance.

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.

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 or expression, age over 40, religious creed, ethnicity, national origin, creed, disability, medical condition, genetic information, marital status, pregnancy, childbirth, or related medical conditions, 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 investigation, proceeding or hearing. The City's full policy against unlawful harassment, discrimination, and retaliation will be set forth in an administrative policy.

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 Administrative Services Department. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation can 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 Administrative Services 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 his/her 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 his/her 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 of any decisions made under this section in writing.

5. 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 XI.M.

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.

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. **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 his/her 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 his/her most recent appointment, promotion, demotion, reinstatement or reemployment. The salary anniversary date may be modified by the action of the appointing authority under Rule IX.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 his/her 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 his/her 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 he/she held in his or her 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 he/she previously received and his/her 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 he/she was receiving in the former range and he/she 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 he/she was

receiving in the former range and he/she 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 his/her position is reallocated, his/her 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 his/her 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. He/she shall retain his/her 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 his/her 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 he/she is normally assigned, shall receive the entrance salary rate of the higher salary range or one rate higher than the rate he/she 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. **Special Salary Adjustments**. Notwithstanding anything in these personnel 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.

K. **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 personnel rules, or on a Saturday or Sunday, the immediately previous working day shall become the payday.

L. **Severance Upon Termination**. Upon termination without cause of employees in the executive classification, as defined in the Benefits Ordinance, or Department Heads, such employees shall be entitled to payments as follows:

1. Amount of Severance Pay.

a. Employees in the executive classification, as defined in the Benefits Ordinance, shall receive a payment equivalent to 180 days of base salary.

b. Department Heads shall receive a payment equivalent to 90 days of 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.

2. 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.

3. Effect of Termination for Cause. If an executive employee or a Department Head is terminated for cause, he/she shall not be entitled to receive severance pay.

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, by transfer, by reinstatement, or by demotion. Selection of all other employees is made by the Department Head for the position, subject to approval by the City Manager.

The City Council shall select the City Manager. The City Manager 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 in those positions.

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 a criminal background check is required through the submission of fingerprints; and other relevant information. Applications will also be available in

the office of the Personnel Officer. Applications will be collected by the Personnel Officer until the closing date for acceptance of applications.

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 to the satisfaction of the Personnel Officer:

1. Who does not meet the minimum qualifications established for the class or position to which they seek appointment;

2. Who has made a false statement, misrepresentation, or omission of material fact, or actual or attempted deception, fraud or misconduct in connection with his/her application;

3. Who has failed to submit a complete application within the prescribed time limit;

4. Who has directly or indirectly obtained information regarding examinations to which applicants are not entitled;

5. Who 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 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.

6. Who has otherwise violated provisions of these Personnel 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 his/her application; it will be the applicant's responsibility to keep his/her 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 12 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 his/her 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**. All job applicants are 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 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.

5. 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:

   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**. An acting appointment may be made to a higher class or position occupied by a person on temporary leave or disability. Such acting appointment shall not exceed six months. The Personnel Officer may extend acting appointments for successive 30-day periods. Acting appointments shall be made in accordance with the provisional appointments section of these personnel rules. 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 he/she had continued his/her duties in his/her regular classification.

D. **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 personnel 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 his/her 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.

E. **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 Heads' wishes.

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, or grandparent.

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 his/her 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 Personnel 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 Personnel 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 during work hours. 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.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 his/her designee shall have the authority to prepare performance evaluations. He/she may, however, delegate such authority to such subordinate supervisory employees who are most familiar with work of the employees to be evaluated, provided that he/she shall review and approve all performance evaluations of personnel under his/her 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 his/her annual performance evaluation, his/her 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 his/her 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 X. 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. All City Hall employees are assigned to work a 4/10 work schedule. Employees assigned to work a 4/10 work schedule will work Monday through Thursday, 7:00 a.m. to 6:00 p.m. 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. Any such variation to the standard 4/10 work schedule must be memorialized in writing.

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. All City cemetery employees are assigned to work a standard work schedule. Employees assigned to work a standard work schedule will work Monday through Friday, 7:00 a.m. to 3:30 p.m. 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. Any such variation to the standard work schedule must be memorialized in writing.

iii. The workweek for employees on the standard work schedule shall be seven consecutive 24-hour periods, starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday. Time worked by non-exempt employees in excess of 40 hours in a workweek shall constitute overtime.

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 at least 30 days' 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 the two 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, and no monetary compensation, or any other compensation in addition to the employee's basic pay for overtime, shall be given to any employee for or on account of any of his/her meal periods.

1. Non-exempt employees shall be entitled to a 60-minute unpaid meal period during each work shift which exceeds 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 workday. 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 his/her 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.

RULE XI. 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 his/her 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 he/she was working his/her 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 his/her accrued paid leaves shall receive a prorated share of his/her employment benefits, including, but not limited to, the accrual of paid leaves, accrual of seniority, 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 his/her job for more than three consecutive working days without prior permission of the Department Head may be considered to have voluntarily resigned from his/her employment with the City. Any unauthorized absence may be cause for disciplinary action as provided in these personnel rules.

C. **Holidays**.

1. Holidays Observed. The following days shall be recognized and observed as 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

In December of each year, the City Manager will send a list of dates that holidays will be observed 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.

2. Amount of Holiday Pay. Employees shall receive one day's pay for each of the holidays listed above for the number of hours they would have been regularly scheduled to work.

D. **Vacation**.

1. Full-time employees in all classifications shall accrue vacation, on a daily basis, 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. Vacation accrues on a pro rata basis during each pay period.

2. The maximum number of vacation days that may be accumulated by an employee is 320 hours. Once an employee reaches the maximum accumulation, he/she shall cease vacation accrual until his/her 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.

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 his/her designee.

7. Part-time employees shall accrue vacation leave on a pro rata basis based on the number of hours they are regularly scheduled to work.

E. **Sick Leave**.

1. Applicability. This Section applies to full-time employees. Sick leave for part-time employees is set forth in a separate policy.

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 State of California registered domestic partner; a grandparent; a grandchild; a sibling; and a father-in-law, mother-in-law, sister-in-law, brother-in-law, or any other person who is a legal dependent of the employee. Exceptions to this definition shall be reviewed and possibly approved by the City Manager.

3. Sick Leave Accrual. Employees shall earn eight (8) hours of Sick Leave per month of full-time service, unless otherwise required by law. 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.

   d. For bereavement leave in the event of death of an employee's family member, as long as the employee has exhausted all other available paid leaves of absence.

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. When an employee has advance notice of the need for Sick Leave, such as when scheduling non-emergency medical or dental appointments, the employee is required to notify his or her supervisor at least one working day in advance of his or her need for Sick Leave. Employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.

d. 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, or when the employee has been frequently absent (more than four cumulative days in a calendar year), 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. No Compensation for Unused Sick Leave. No employee shall be compensated for, or allowed to exhaust any earned Sick Leave upon resignation, retirement, termination, dismissal, lay-off or death.

13. 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 X1.E of these Personnel Rules.

14. 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 3 years.

15. 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.

16. Partial Cash Out of Sick Leave Upon Termination.

a. Executive Level Employees. Executive employees, as defined in the benefits ordinance, will be permitted to cash out part of their sick leave upon termination in accordance with this Section. Unless he/she is terminated for cause, 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. Sick leave that is converted to CalPERS service credit cannot be included in this 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 of Wildomar. Unless he/she is terminated for cause, 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. Sick leave that is converted to CalPERS service credit cannot be included in this partial cash out.

17. Abuse of Sick Leave. Abuse of Sick Leave may be grounds for discipline. Abuse will be determined on a case-by-case basis. Sick Leave abuse may include, but is not limited to, failure to abide by the provisions of this rule, and use of Sick Leave for purposes other than the Permitted Purposes described in this Section.

F. **Bereavement Leave**. Upon request to his/her Supervisor, an employee shall be eligible to receive necessary time off, not to exceed 40 hours per year, to arrange for or attend a funeral of a member of his/her immediate family. These 40 hours of bereavement leave, shall be with pay and shall not be chargeable to any other leave balance. Bereavement leave shall not exceed 40 hours per year. 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.

G. **Military Leave**. Military leave with or without pay shall be granted in accordance with Section 395 of the California Military and Veteran's Code and the Uniformed

Services Employment and Reemployment Rights Act. In addition, leave for military exigency or military caregiver shall be granted in accordance with the Family and Medical Leave Act, as set forth in the City's FMLA/CFRA/PDL Administrative Policy, pursuant to Rule XI.J.

H. **Jury Duty**.

1. An employee summoned for jury duty will immediately notify the City Manager. While serving on a jury, he/she 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 his/her dismissal each day to complete his/her normal work day. Employees who fail to return to work 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

I. **Pregnancy Disability Leave**. Employees who are disabled due to pregnancy, childbirth, or related medical conditions shall be granted leave in accordance with the California Pregnancy Disability Leave Law, 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.

J. **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.

K. **Leave of Absence Without Pay**. The Personnel Officer, in his/her discretion, may grant an employee leave of absence without pay for up to three months. After the initial three months of leave of absence without pay, the Personnel Officer may, in his/her discretion, extend the leave for up to nine additional months in a maximum of three-month increments. However, unless otherwise required by law, in no circumstances shall the total amount of unpaid leave be longer than 12 months. The Personnel Officer may require sufficient documentation establishing the employee's need for leave.

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 his/her 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 his/her 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 he/she received when he/she began his/her 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 to Return from Leave. If an employee takes any action during his/her leave that is inconsistent with an intention to return to employment with the City, such as accepting full-time employment with another employer, he/she will be considered to have voluntarily terminated his/her employment. Failure of the employee to return to his/her 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.

L. **Management Leave**. As compensation for the unique nature of their jobs, the City provides Management Leave in the form of additional time off, as follows:

1. Employees in the executive classification, as defined in the Benefits Ordinance, shall receive 80 hours of management leave per calendar year.

2. Employees in the management classification, as defined in the Benefits Ordinance, shall receive 60 hours of management leave per calendar year.

Management leave shall vest on July 1st of each year. Management and supervisory employees hired during the fiscal year shall be credited with a prorated number of administrative leave hours based on the number of months of the fiscal year for which the individual is employed. 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.

M. **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 that he/she is not fit to perform his/her duties, he/she must notify his/her supervisor immediately.

2. Reasons for Fitness for Duty Leave. 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 him/her reasonably suspect that the employee may not be fit for duty, the supervisor shall 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 his/her 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, he/she shall not be permitted to work. He/She 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 he/she is entitled to under these Personnel 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 as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Rule III.C.

RULE XII.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 for one year.

B. **Resignations**. Resigning employees shall be required to file a written resignation stating the effective date and reason(s) at least two weeks prior to leaving the City's service, unless the time limit is waived by the City Manager. The resignation date should be the last day the employee actually worked.

C. **Terminations**. The City Manager 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 his/her 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 XIII. ETHICAL STANDARDS

A. **Outside Employment, Enterprise, or Activity**. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4.7, no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to his/her 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 his/her City time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of his/her 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 his/her City employment or as part of his/her duties as a City employee;

c. It involves the performance of an act, in other than his/her 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 his/her duties as a City employee less efficient.

2. When outside employment is reported to a Department Head, the Department Head shall notify the Personnel Officer of all pertinent details of the outside employment. The Personnel Officer shall determine whether the employee's outside employment conflicts with the performance of his/her duties, and shall advise the employee and the Department Head of his/her determination in writing. An employee who is unsatisfied with the decision of the Personnel Officer 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 Personnel Officer's decision. The City Manager shall meet with the employee and determine whether the employee's outside employment conflicts with the performance of his/her duties. The City Manager shall advise the employee, the Department Head, and the Personnel Officer of his/her determination in writing within 15 days of meeting with the employee.

B. **Political Activities**. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, 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. **Contracts and Conflicts of Interest**. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4, no City employee can be financially interested in any contract made by him/her in his/her official capacity, or by any body or board of which he/she is a member. All employees of the City are required to adhere to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code.

D. **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, part-time job, hobbies, or personal business must be performed during off-duty hours. Off-duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

E. **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.

F. **Solicitation of Political Contributions**. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, 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.

RULE XIV. DISCIPLINARY ACTIONS

A. **Reason for Disciplinary Action**. While the City maintains an at-will employment environment, 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, violation of the personnel ordinance or of these personnel rules or any policies, procedures, personnel rules and/or regulations of the employee's department, any act of insubordination or act detrimental to the public service, refusal or inability to comply with the duties of the position occupied by the employee, or any other type of misfeasance, malfeasance or nonfeasance relating to his/her duties, office or position.

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 his/her poor performance or misconduct verbally by his/her supervisor.

2. Written Reprimand. Written reprimand as a disciplinary action means an official notification to the employee that there is cause for dissatisfaction with his/her 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. 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.

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 permanent dismissal of an employee from the City service by the City Manager.

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 official reprimands. Only the City Manager may terminate employees.

2. The Personnel Officer shall be notified of any contemplated disciplinary action prior to the time it is taken.

D. **Notice of Disciplinary Action**. When disciplinary action 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 generally no right to challenge disciplinary action. However, in certain circumstances, the employee may be entitled to a name-clearing hearing before the Personnel Officer. If the employee satisfies the

criteria in Rule XIV.E.1., 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 does not request a name-clearing hearing, then he/she will have been deemed to have waived his/her right to said hearing. If the employee requests a hearing in accordance with Rule XIV.E., then the Personnel Officer will make all necessary arrangements for the hearing prior to imposing the disciplinary action. If the employee does not meet the criteria set forth in Rule XIV.E.1., then he/she is not entitled to any hearing, appeal, or waiting time before the disciplinary action is imposed on the employee.

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., then the employee is entitled to a hearing in order to clear his/her name. If the employee desires a name-clearing hearing, he/she must file a written request with the Personnel Officer within five days of receiving notice from the City of its intent to impose disciplinary action. Failure to timely request a hearing shall constitute a waiver of the right to a hearing. The hearing shall be before the Personnel Officer. The employee is not entitled to a full evidentiary hearing, but is only entitled to the opportunity to clear his/her 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 XV. 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;

2. Deferred merit salary increases;

3. Verbal counseling;

4. Policy decisions of the City Council;

5. Disciplinary actions;

6. Transfer to another position without a loss of pay; and

7. Matters for which there is a separate appeal.

B. **Grievance Procedure**.

1. Step 1. The employee shall inform, in writing, his/her immediate supervisor of his/her 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 fully complete the grievance form may result in a delay in processing the grievance. At least one conference shall be held between the employee and his/her immediate supervisor after the employee has expressed his/her grievance. The supervisor shall advise the employee of his/her 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 his/her supervisor's response, submit the grievance to his/her Department Head. Such submittal shall be in writing and include the original of the grievance form. 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, the Department Head will meet with the grievant and make such investigation as is required. Within seven days of his/her meeting with the grievant, the Department Head shall return the original of the grievance form to the employee along with his/her 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 to the Personnel Officer for consideration by the City Manager. Such submittal shall include the original of the grievance form; 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

his/her Department Head. The City Manager or his/her designee shall take such review and investigative action as he/she deems necessary and inform the grievant of his/her decision within 14 days of receipt of the grievance. The decision of the City Manager is final 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.

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 XVI. 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 schedule.

1. Any employee who does not use his/her 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

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 (CalPERS) for retirement benefits

1. Classic Members. Classic Members of CalPERS receive the 2.7 percent at age 55 retirement plan.

2. New Members. New Members of CalPERS receive the 2.0 percent at age 62 retirement plan.

RULE XVII. 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. In unusual circumstances, the City Manager may authorize the payment of the test/renewal/license fees in advance.

RULE XVIII. WORKPLACE VIOLENCE PREVENTION

A. Objective. The City is strongly committed to ensuring the safety of all City employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect City employees will not be tolerated and will be subject to appropriate disciplinary action up to and including termination. The following are the objectives of the City:

1. To ensure all workplace threats and violent behavior are addressed promptly.

2. To ensure the level of physical and facility security in City workplaces is sufficient to protect the health and safety of City employees.

3. To ensure that all disciplinary action taken for behavior prohibited under this Section is reviewed, evaluated, and administered consistently and equitably throughout the City and done so in a timely manner.

B. Threats or Acts of Violence Defined. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his/her safety, or the safety of his/her immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

1. Threatening to harm or harming an individual and/or his/her family, friends, associates, and/or their property.

2. Fighting or challenging another individual to a fight.

3. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.

4. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence.

5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.

6. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for his/her safety, or the safety of his/her immediate family, as defined in California Civil Code section 1708.7.

7. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.

8. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on City property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following, when their possession or use is not expressly authorized by a City supervisor or manager: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, and clubs.

9. Use of a personal or City-issued tool or other equipment in a threatening manner toward another.

C. Reporting Workplace Violence. Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to his/her Supervisor or other appropriate person in the chain of command. Should the employee perceive that he/she is in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act, he/she shall as soon as possible:

1. Place themselves in a safe location.

2. If appropriate, call 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.

3. Inform a Supervisor, Department Head, or the Personnel Officer of the circumstances.

4. Complete a written report as soon as possible and submit the original copy to the Personnel Officer.

5. Cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.

D. Reporting Future Workplace Violence. Employees who have reason to believe they or any City employee may be the subject of a violent act in the workplace or as a result of their City employment, should immediately notify their Supervisor, Department Head, or the Personnel Officer.

E. Violation of Article. The City prohibition against threats and acts of violence applies to all persons involving City operation, including but not limited to City personnel, contract and temporary workers, vendors, and anyone else on City property. Violations of this Rule by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of City employees if the situation warrants such action. In additional to appropriate legal action, violations of this Rule by employees, including making a false report under this Rule, may lead to appropriate disciplinary action, up to and including termination.

RULE XIX. 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 XX. 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 XXI. 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, and that employee 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. Such 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 doctor's statement covering the reasons.

RULE XXII. 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 his/her 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, he/she 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 his/her 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)

RIV #4849-2124-8360 v1

City of Wildomar
Compensation & Classification Study Recommendations

NOVEMBER 9, 2022 CITY COUNCIL MEETING

DAN YORK, CITY MANAGER

BOB HOWELL, ADMINISTRATIVE SERVICES DIRECTOR

Recommendations brought forward

POSITION DESCRIPTIONS

POSITION COMPENSATION

EMPLOYEE BENEFITS

Position Recommendations

Position Recommendations

- New Position Classification Descriptions written
  - All currently staffed positions have been recreated
    - Current descriptions were used to base new descriptions on
    - Some Positions have been retitled to conform with current times
  - Additional Position Classification Descriptions needed either now or in the future have been created and recommended for approval
  - Positions no longer needed will be recommended for removal at a later date


Position
Compensation

Position Compensation

- Salary Table Recommendation
  - Revised Currently Used Pay Plan to incorporate the new Position Classification Descriptions
  - Revised Pay Plan does not change the Maximum each Pay Grade pays to staff
  - Steps 1, 2, and 3 added to the front end of the Pay Grade to provide flexibility to pay staff when moving to a new Pay Grade while maintaining fiscal responsibility
    - No staff member will suffer a base salary decrease or benefit loss as a result of the changed
  - Revised Pay Plan if approved would go into effect on February 11, 2023

Employee Benefits

Employee Benefits

- Possible Employee Benefit Enhancements
  - Health Insurance Allocation Adjustment
  - Additional Holiday
  - Life Insurance Adjustment
  - Tuition Reimbursement
  - Management Leave
  - Bilingual Pay
  - Longevity Pay

Employee Benefits

- Staff Recommended Additions and Changes

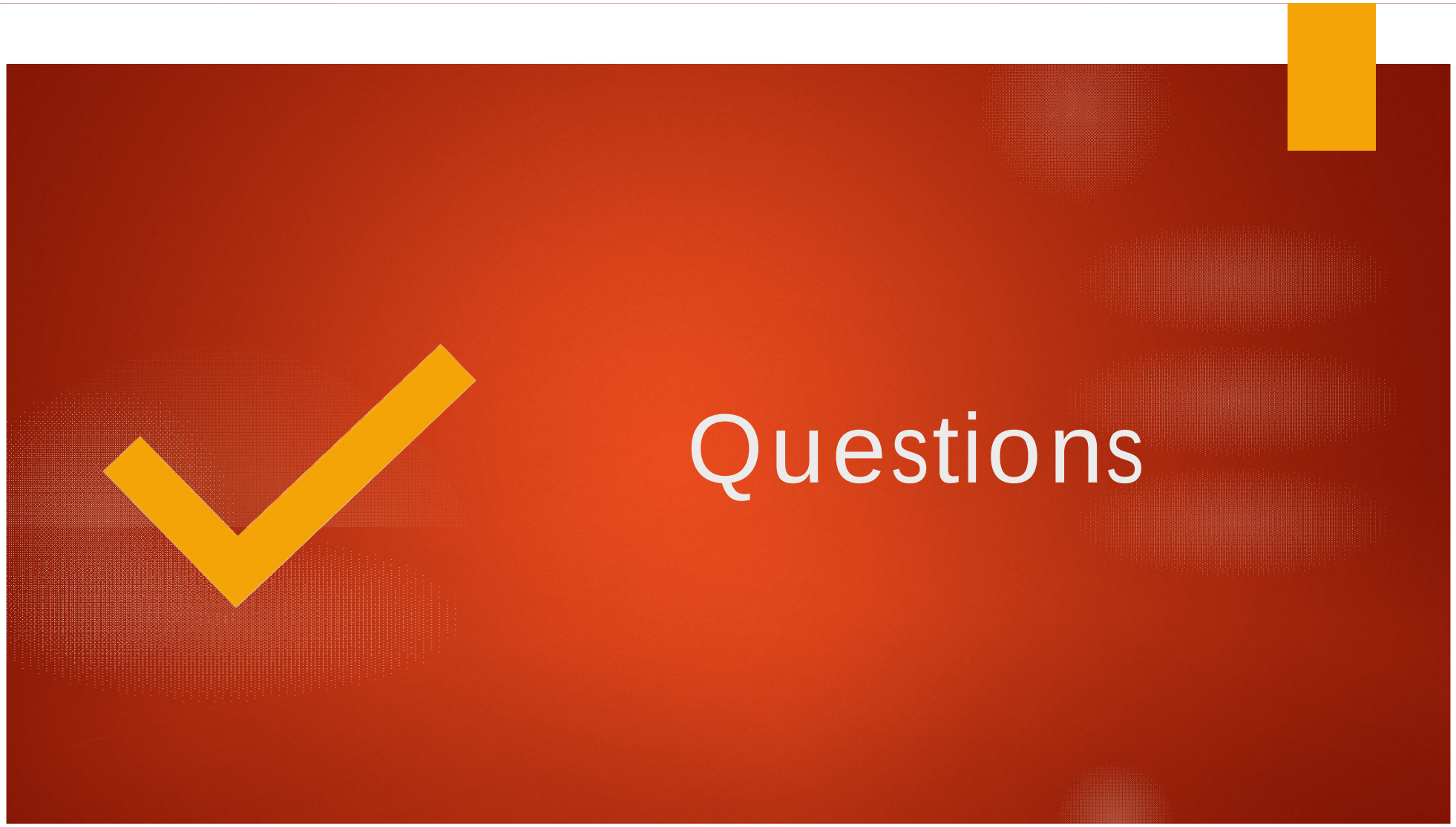
- 1. Increase Health Insurance Allocation
  - Current monthly amount per Employee
    - $1,200 + PEMHCA Amount (currently $149)
  - Change Allocation from Single Amount System to a Graduated Tiered System
    - Employee Only - $1,400
    - Employee & One Dependent - $1,525
    - Employee & Two Plus Dependents - $1,650

Employee Benefits

- 2. Holidays
  - Currently Employees receive 12 holidays each calendar year
    - Includes Floating Holiday for Sen. Roth Day
    - Includes Veterans Day Holiday where the City normally stays open to the Public
    - Staff receive banked holiday hours if the holiday falls on a regular City closed day
  - Increase number of Holidays to an average of 15 per year
    - Beginning in 2023 the City closes for Veterans Day
    - Beginning in December 2022 City Hall closes between December 24 and January 1
      - Senator Roth Day is moved to December as a part of the Holiday Closure
    - Holidays that fall on a Saturday would be taken on Friday
    - Holidays that fall on Sunday would be taken on Monday

Employee Benefits

- 3. Life Insurance Coverage
  - Currently Staff pays for Life Insurance in the amount of $50,000 per employee
  - Change Life Insurance a City Sponsored Group Life Plan
    - Staff members would receive a One times Salary benefit with a $50,000 minimum


Questions

City of Wildomar Pay Plan
Effective February 11, 2023
Pending City Council Approval

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
101							$ 14.00	$ 14.35	$ 14.71	$ 15.08	$ 15.45	$ 15.84	$ 16.24	$ 16.64	$ 17.06	$ 17.48	Hourly
							$ 1,120.00	$ 1,148.00	$ 1,176.70	$ 1,206.12	$ 1,236.27	$ 1,267.18	$ 1,298.86	$ 1,331.33	$ 1,364.61	$ 1,398.73	Bi-weekly
							$ 2,426.67	$ 2,487.33	$ 2,549.52	$ 2,613.25	$ 2,678.59	$ 2,745.55	$ 2,814.19	$ 2,884.54	$ 2,956.66	$ 3,030.57	Monthly
							$ 29,120.00	$ 29,848.00	$ 30,594.20	$ 31,359.06	$ 32,143.03	$ 32,946.61	$ 33,770.27	$ 34,614.53	$ 35,479.89	$ 36,366.89	Annually
102	Recreation Leader I	Non Exempt	Part-time				$ 14.70	$ 15.07	$ 15.44	$ 15.83	$ 16.23	$ 16.63	$ 17.05	$ 17.47	$ 17.91	$ 18.36	Hourly
							$ 1,176.00	$ 1,205.40	$ 1,235.54	$ 1,266.42	$ 1,298.08	$ 1,330.54	$ 1,363.80	$ 1,397.89	$ 1,432.84	$ 1,468.66	Bi-weekly
							$ 2,548.00	$ 2,611.70	$ 2,676.99	$ 2,743.92	$ 2,812.52	$ 2,882.83	$ 2,954.90	$ 3,028.77	$ 3,104.49	$ 3,182.10	Monthly
							$ 30,576.00	$ 31,340.40	$ 32,123.91	$ 32,927.01	$ 33,750.18	$ 34,593.94	$ 35,458.79	$ 36,345.26	$ 37,253.89	$ 38,185.23	Annually
103							$ 15.44	$ 15.82	$ 16.22	$ 16.62	$ 17.04	$ 17.46	$ 17.90	$ 18.35	$ 18.81	$ 19.28	Hourly
							$ 1,234.80	$ 1,265.67	$ 1,297.31	$ 1,329.74	$ 1,362.99	$ 1,397.06	$ 1,431.99	$ 1,467.79	$ 1,504.48	$ 1,542.10	Bi-weekly
							$ 2,675.40	$ 2,742.29	$ 2,810.84	$ 2,881.11	$ 2,953.14	$ 3,026.97	$ 3,102.64	$ 3,180.21	$ 3,259.72	$ 3,341.21	Monthly
							$ 32,104.80	$ 32,907.42	$ 33,730.11	$ 34,573.36	$ 35,437.69	$ 36,323.63	$ 37,231.73	$ 38,162.52	$ 39,116.58	$ 40,094.50	Annually
104	Intern I	Non Exempt	Part-time				$ 16.21	$ 16.61	$ 17.03	$ 17.45	$ 17.89	$ 18.34	$ 18.79	$ 19.26	$ 19.75	$ 20.24	Hourly
							$ 1,296.54	$ 1,328.95	$ 1,362.18	$ 1,396.23	$ 1,431.14	$ 1,466.92	$ 1,503.59	$ 1,541.18	$ 1,579.71	$ 1,619.20	Bi-weekly
							$ 2,809.17	$ 2,879.40	$ 2,951.38	$ 3,025.17	$ 3,100.80	$ 3,178.32	$ 3,257.78	$ 3,339.22	$ 3,422.70	$ 3,508.27	Monthly
							$ 33,710.04	$ 34,552.79	$ 35,416.61	$ 36,302.03	$ 37,209.58	$ 38,139.82	$ 39,093.31	$ 40,070.64	$ 41,072.41	$ 42,099.22	Annually
105							$ 17.02	$ 17.44	$ 17.88	$ 18.33	$ 18.78	$ 19.25	$ 19.73	$ 20.23	$ 20.73	$ 21.25	Hourly
							$ 1,361.37	$ 1,395.40	$ 1,430.29	$ 1,466.04	$ 1,502.69	$ 1,540.26	$ 1,578.77	$ 1,618.24	$ 1,658.69	$ 1,700.16	Bi-weekly
							$ 2,949.63	$ 3,023.37	$ 3,098.95	$ 3,176.43	$ 3,255.84	$ 3,337.23	$ 3,420.66	$ 3,506.18	$ 3,593.84	$ 3,683.68	Monthly
							$ 35,395.54	$ 36,280.43	$ 37,187.44	$ 38,117.13	$ 39,070.06	$ 40,046.81	$ 41,047.98	$ 42,074.18	$ 43,126.03	$ 44,204.18	Annually
106	Recreation Leader II	Non Exempt	Part-time				$ 17.87	$ 18.31	$ 18.77	$ 19.24	$ 19.72	$ 20.22	$ 20.72	$ 21.24	$ 21.77	$ 22.31	Hourly
							$ 1,429.44	$ 1,465.17	$ 1,501.80	$ 1,539.35	$ 1,577.83	$ 1,617.27	$ 1,657.71	$ 1,699.15	$ 1,741.63	$ 1,785.17	Bi-weekly
							$ 3,097.11	$ 3,174.54	$ 3,253.90	$ 3,335.25	$ 3,418.63	$ 3,504.10	$ 3,591.70	$ 3,681.49	$ 3,773.53	$ 3,867.87	Monthly
							$ 37,165.32	$ 38,094.45	$ 39,046.81	$ 40,022.98	$ 41,023.56	$ 42,049.15	$ 43,100.38	$ 44,177.89	$ 45,282.33	$ 46,414.39	Annually
107							$ 18.76	$ 19.23	$ 19.71	$ 20.20	$ 20.71	$ 21.23	$ 21.76	$ 22.30	$ 22.86	$ 23.43	Hourly
							$ 1,500.91	$ 1,538.43	$ 1,576.89	$ 1,616.31	$ 1,656.72	$ 1,698.14	$ 1,740.59	$ 1,784.11	$ 1,828.71	$ 1,874.43	Bi-weekly
							$ 3,251.97	$ 3,333.26	$ 3,416.60	$ 3,502.01	$ 3,589.56	$ 3,679.30	$ 3,771.28	$ 3,865.56	$ 3,962.20	$ 4,061.26	Monthly
							$ 39,023.59	$ 39,999.17	$ 40,999.15	$ 42,024.13	$ 43,074.74	$ 44,151.60	$ 45,255.39	$ 46,386.78	$ 47,546.45	$ 48,735.11	Annually
108	Intern II	Non Exempt	Part-time				$ 19.70	$ 20.19	$ 20.70	$ 21.21	$ 21.74	$ 22.29	$ 22.85	$ 23.42	$ 24.00	$ 24.60	Hourly
							$ 1,575.95	$ 1,615.35	$ 1,655.74	$ 1,697.13	$ 1,739.56	$ 1,783.05	$ 1,827.62	$ 1,873.31	$ 1,920.15	$ 1,968.15	Bi-weekly
							$ 3,414.56	$ 3,499.93	$ 3,587.43	$ 3,677.11	$ 3,769.04	$ 3,863.27	$ 3,959.85	$ 4,058.84	$ 4,160.31	$ 4,264.32	Monthly
							$ 40,974.76	$ 41,999.13	$ 43,049.11	$ 44,125.34	$ 45,228.47	$ 46,359.18	$ 47,518.16	$ 48,706.12	$ 49,923.77	$ 51,171.87	Annually
109	Maintenance Worker I	Non Exempt	General				$ 20.68	$ 21.20	$ 21.73	$ 22.27	$ 22.83	$ 23.40	$ 23.99	$ 24.59	$ 25.20	$ 25.83	Hourly
							$ 1,654.75	$ 1,696.12	$ 1,738.52	$ 1,781.98	$ 1,826.53	$ 1,872.20	$ 1,919.00	$ 1,966.98	$ 2,016.15	$ 2,066.56	Bi-weekly
							$ 3,585.29	$ 3,674.92	$ 3,766.80	$ 3,860.97	$ 3,957.49	$ 4,056.43	$ 4,157.84	$ 4,261.79	$ 4,368.33	$ 4,477.54	Monthly
							$ 43,023.50	$ 44,099.09	$ 45,201.57	$ 46,331.61	$ 47,489.90	$ 48,677.14	$ 49,894.07	$ 51,141.42	$ 52,419.96	$ 53,730.46	Annually
110	Administrative Assistant I	Non Exempt	General				$ 21.72	$ 22.26	$ 22.82	$ 23.39	$ 23.97	$ 24.57	$ 25.19	$ 25.82	$ 26.46	$ 27.12	Hourly
							$ 1,737.49	$ 1,780.92	$ 1,825.45	$ 1,871.08	$ 1,917.86	$ 1,965.81	$ 2,014.95	$ 2,065.33	$ 2,116.96	$ 2,169.88	Bi-weekly
							$ 3,764.56	$ 3,858.67	$ 3,955.14	$ 4,054.02	$ 4,155.37	$ 4,259.25	$ 4,365.73	$ 4,474.87	$ 4,586.75	$ 4,701.42	Monthly
							$ 45,174.68	$ 46,304.04	$ 47,461.65	$ 48,648.19	$ 49,864.39	$ 51,111.00	$ 52,388.78	$ 53,698.50	$ 55,040.96	$ 56,416.98	Annually
111	Development Services Technician I	Non Exempt	General				$ 22.80	$ 23.37	$ 23.96	$ 24.56	$ 25.17	$ 25.80	$ 26.45	$ 27.11	$ 27.79	$ 28.48	Hourly
	Maintenance Worker II	Non Exempt	General				$ 1,824.36	$ 1,869.97	$ 1,916.72	$ 1,964.64	$ 2,013.75	$ 2,064.10	$ 2,115.70	$ 2,168.59	$ 2,222.81	$ 2,278.38	Bi-weekly
							$ 3,952.78	$ 4,051.60	$ 4,152.89	$ 4,256.72	$ 4,363.13	$ 4,472.21	$ 4,584.02	$ 4,698.62	$ 4,816.08	$ 4,936.49	Monthly
							$ 47,433.41	$ 48,619.25	$ 49,834.73	$ 51,080.60	$ 52,357.61	$ 53,666.55	$ 55,008.22	$ 56,383.42	$ 57,793.01	$ 59,237.83	Annually

City of Wildomar Pay Plan
Effective February 11, 2023
Pending City Council Approval

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				$ 23.94	$ 24.54	$ 25.16	$ 25.79	$ 26.43	$ 27.09	$ 27.77	$ 28.46	$ 29.17	$ 29.90	Hourly
	Code Enforcement Technician	Non Exempt	General				$ 1,915.58	$ 1,963.47	$ 2,012.56	$ 2,062.87	$ 2,114.44	$ 2,167.30	$ 2,221.49	$ 2,277.02	$ 2,333.95	$ 2,392.30	Bi-weekly
							$ 4,150.42	$ 4,254.18	$ 4,360.54	$ 4,469.55	$ 4,581.29	$ 4,695.82	$ 4,813.22	$ 4,933.55	$ 5,056.89	$ 5,183.31	Monthly
							$ 49,805.08	$ 51,050.21	$ 52,326.46	$ 53,634.63	$ 54,975.49	$ 56,349.88	$ 57,758.63	$ 59,202.59	$ 60,682.66	$ 62,199.72	Annually
113	Administrative Assistant II	Non Exempt	General				$ 25.14	$ 25.77	$ 26.41	$ 27.08	$ 27.75	$ 28.45	$ 29.16	$ 29.89	$ 30.63	$ 31.40	Hourly
	Deputy City Clerk I	Non Exempt	General				$ 2,011.36	$ 2,061.64	$ 2,113.18	$ 2,166.01	$ 2,220.16	$ 2,275.67	$ 2,332.56	$ 2,390.87	$ 2,450.65	$ 2,511.91	Bi-weekly
							$ 4,357.94	$ 4,466.89	$ 4,578.57	$ 4,693.03	$ 4,810.36	$ 4,930.61	$ 5,053.88	$ 5,180.23	$ 5,309.73	$ 5,442.48	Monthly
							$ 52,295.34	$ 53,602.72	$ 54,942.79	$ 56,316.36	$ 57,724.27	$ 59,167.37	$ 60,646.56	$ 62,162.72	$ 63,716.79	$ 65,309.71	Annually
114	Accounting Specialist II	Non Exempt	General				$ 26.40	$ 27.06	$ 27.74	$ 28.43	$ 29.14	$ 29.87	$ 30.61	$ 31.38	$ 32.16	$ 32.97	Hourly
	Code Enforcement Officer I	Non Exempt	General				$ 2,111.93	$ 2,164.73	$ 2,218.84	$ 2,274.31	$ 2,331.17	$ 2,389.45	$ 2,449.19	$ 2,510.42	$ 2,573.18	$ 2,637.51	Bi-weekly
	Development Services Technician II	Non Exempt	General				$ 4,575.84	$ 4,690.24	$ 4,807.49	$ 4,927.68	$ 5,050.87	$ 5,177.15	$ 5,306.57	$ 5,439.24	$ 5,575.22	$ 5,714.60	Monthly
	Senior Maintenance Worker	Non Exempt	General				$ 54,910.10	$ 56,282.86	$ 57,689.93	$ 59,132.18	$ 60,610.48	$ 62,125.74	$ 63,678.89	$ 65,270.86	$ 66,902.63	$ 68,575.19	Annually
115	Building Inspector I	Non Exempt	General				$ 27.72	$ 28.41	$ 29.12	$ 29.85	$ 30.60	$ 31.36	$ 32.15	$ 32.95	$ 33.77	$ 34.62	Hourly
	Engineering Technician I	Non Exempt	General				$ 2,217.52	$ 2,272.96	$ 2,329.79	$ 2,388.03	$ 2,447.73	$ 2,508.92	$ 2,571.65	$ 2,635.94	$ 2,701.84	$ 2,769.38	Bi-weekly
	Public Works Inspector I	Non Exempt	General				$ 4,804.63	$ 4,924.75	$ 5,047.87	$ 5,174.07	$ 5,303.42	$ 5,436.00	$ 5,571.90	$ 5,711.20	$ 5,853.98	$ 6,000.33	Monthly
							$ 57,655.61	$ 59,097.00	$ 60,574.42	$ 62,088.78	$ 63,641.00	$ 65,232.03	$ 66,862.83	$ 68,534.40	$ 70,247.76	$ 72,003.95	Annually
116	Code Enforcement Officer II	Non Exempt	General	$ 25.14	$ 26.40	$ 27.72	$ 29.10	$ 29.83	$ 30.58	$ 31.34	$ 32.13	$ 32.93	$ 33.75	$ 34.60	$ 35.46	$ 36.35	Hourly
				$ 2,011.36	$ 2,111.93	$ 2,217.52	$ 2,328.40	$ 2,386.61	$ 2,446.27	$ 2,507.43	$ 2,570.12	$ 2,634.37	$ 2,700.23	$ 2,767.74	$ 2,836.93	$ 2,907.85	Bi-weekly
				$ 4,357.94	$ 4,575.84	$ 4,804.63	$ 5,044.87	$ 5,170.99	$ 5,300.26	$ 5,432.77	$ 5,568.59	$ 5,707.80	$ 5,850.50	$ 5,996.76	$ 6,146.68	$ 6,300.35	Monthly
				$ 52,295.34	$ 54,910.10	$ 57,655.61	$ 60,538.39	$ 62,051.85	$ 63,603.14	$ 65,193.22	$ 66,823.05	$ 68,493.63	$ 70,205.97	$ 71,961.12	$ 73,760.15	$ 75,604.15	Annually
117	Assistant Planner	Non Exempt	General	$ 26.40	$ 27.72	$ 29.10	$ 30.56	$ 31.32	$ 32.11	$ 32.91	$ 33.73	$ 34.58	$ 35.44	$ 36.33	$ 37.23	$ 38.17	Hourly
	Building Inspector II	Non Exempt	General	$ 2,111.93	$ 2,217.52	$ 2,328.40	$ 2,444.82	$ 2,505.94	$ 2,568.59	$ 2,632.80	$ 2,698.62	$ 2,766.09	$ 2,835.24	$ 2,906.12	$ 2,978.78	$ 3,053.24	Bi-weekly
	Engineering Technician II	Non Exempt	General	$ 4,575.84	$ 4,804.63	$ 5,044.87	$ 5,297.11	$ 5,429.54	$ 5,565.28	$ 5,704.41	$ 5,847.02	$ 5,993.19	$ 6,143.02	$ 6,296.60	$ 6,454.01	$ 6,615.36	Monthly
	Public Works Inspector II	Non Exempt	General	$ 54,910.10	$ 57,655.61	$ 60,538.39	$ 63,565.31	$ 65,154.44	$ 66,783.30	$ 68,452.88	$ 70,164.21	$ 71,918.31	$ 73,716.27	$ 75,559.18	$ 77,448.16	$ 79,384.36	Annually
118	Deputy City Clerk II	Non Exempt	General	$ 27.72	$ 29.10	$ 30.56	$ 32.09	$ 32.89	$ 33.71	$ 34.56	$ 35.42	$ 36.30	$ 37.21	$ 38.14	$ 39.10	$ 40.07	Hourly
	Management Analyst I	Non Exempt	General	$ 2,217.52	$ 2,328.40	$ 2,444.82	$ 2,567.06	$ 2,631.24	$ 2,697.02	$ 2,764.44	$ 2,833.55	$ 2,904.39	$ 2,977.00	$ 3,051.43	$ 3,127.71	$ 3,205.91	Bi-weekly
	Purchasing & Contracts Coordinator	Non Exempt	General	$ 4,804.63	$ 5,044.87	$ 5,297.11	$ 5,561.96	$ 5,701.01	$ 5,843.54	$ 5,989.63	$ 6,139.37	$ 6,292.85	$ 6,450.17	$ 6,611.43	$ 6,776.71	$ 6,946.13	Monthly
	Senior Code Enforcement Officer	Non Exempt	General	$ 57,655.61	$ 60,538.39	$ 63,565.31	$ 66,743.57	$ 68,412.16	$ 70,122.47	$ 71,875.53	$ 73,672.42	$ 75,514.23	$ 77,402.08	$ 79,337.13	$ 81,320.56	$ 83,353.58	Annually
119	Accountant I	Non Exempt	General	$ 29.10	$ 30.56	$ 32.09	$ 33.69	$ 34.53	$ 35.40	$ 36.28	$ 37.19	$ 38.12	$ 39.07	$ 40.05	$ 41.05	$ 42.08	Hourly
				$ 2,328.40	$ 2,444.82	$ 2,567.06	$ 2,695.41	$ 2,762.80	$ 2,831.87	$ 2,902.67	$ 2,975.23	$ 3,049.61	$ 3,125.85	$ 3,204.00	$ 3,284.10	$ 3,366.20	Bi-weekly
				$ 5,044.87	$ 5,297.11	$ 5,561.96	$ 5,840.06	$ 5,986.06	$ 6,135.72	$ 6,289.11	$ 6,446.34	$ 6,607.49	$ 6,772.68	$ 6,942.00	$ 7,115.55	$ 7,293.44	Monthly
				$ 60,538.39	$ 63,565.31	$ 66,743.57	$ 70,080.75	$ 71,832.77	$ 73,628.59	$ 75,469.30	$ 77,356.04	$ 79,289.94	$ 81,272.19	$ 83,303.99	$ 85,386.59	$ 87,521.26	Annually
120	Assistant Engineer	Non Exempt	General	$ 30.56	$ 32.09	$ 33.69	$ 35.38	$ 36.26	$ 37.17	$ 38.10	$ 39.05	$ 40.03	$ 41.03	$ 42.05	$ 43.10	$ 44.18	Hourly
				$ 2,444.82	$ 2,567.06	$ 2,695.41	$ 2,830.18	$ 2,900.94	$ 2,973.46	$ 3,047.80	$ 3,123.99	$ 3,202.09	$ 3,282.15	$ 3,364.20	$ 3,448.30	$ 3,534.51	Bi-weekly
				$ 5,297.11	$ 5,561.96	$ 5,840.06	$ 6,132.07	$ 6,285.37	$ 6,442.50	$ 6,603.56	$ 6,768.65	$ 6,937.87	$ 7,111.32	$ 7,289.10	$ 7,471.33	$ 7,658.11	Monthly
				$ 63,565.31	$ 66,743.57	$ 70,080.75	$ 73,584.79	$ 75,424.41	$ 77,310.02	$ 79,242.77	$ 81,223.84	$ 83,254.44	$ 85,335.80	$ 87,469.19	$ 89,655.92	$ 91,897.32	Annually
121	Accountant II	Non Exempt	General	$ 32.09	$ 33.69	$ 35.38	$ 37.15	$ 38.07	$ 39.03	$ 40.00	$ 41.00	$ 42.03	$ 43.08	$ 44.16	$ 45.26	$ 46.39	Hourly
	Assistant City Clerk	Non Exempt	General	$ 2,567.06	$ 2,695.41	$ 2,830.18	$ 2,971.69	$ 3,045.99	$ 3,122.14	$ 3,200.19	$ 3,280.19	$ 3,362.20	$ 3,446.25	$ 3,532.41	$ 3,620.72	$ 3,711.24	Bi-weekly
	Management Analyst II	Non Exempt	General	$ 5,561.96	$ 5,840.06	$ 6,132.07	$ 6,438.67	$ 6,599.64	$ 6,764.63	$ 6,933.74	$ 7,107.09	$ 7,284.76	$ 7,466.88	$ 7,653.55	$ 7,844.89	$ 8,041.02	Monthly
	Senior Building Inspector	Non Exempt	General	$ 66,743.57	$ 70,080.75	$ 73,584.79	$ 77,264.03	$ 79,195.63	$ 81,175.52	$ 83,204.91	$ 85,285.03	$ 87,417.16	$ 89,602.59	$ 91,842.65	$ 94,138.72	$ 96,492.18	Annually
122	Associate Planner	Non Exempt	General	$ 33.69	$ 35.38	$ 37.15	$ 39.00	$ 39.98	$ 40.98	$ 42.00	$ 43.05	$ 44.13	$ 45.23	$ 46.36	$ 47.52	$ 48.71	Hourly
	Human Resources Administrator I	Non Exempt	General	$ 2,695.41	$ 2,830.18	$ 2,971.69	$ 3,120.28	$ 3,198.29	$ 3,278.24	$ 3,360.20	$ 3,444.20	$ 3,530.31	$ 3,618.57	$ 3,709.03	$ 3,801.76	$ 3,896.80	Bi-weekly
				$ 5,840.06	$ 6,132.07	$ 6,438.67	$ 6,760.60	$ 6,929.62	$ 7,102.86	$ 7,280.43	$ 7,462.44	$ 7,649.00	$ 7,840.23	$ 8,036.23	$ 8,237.14	$ 8,443.07	Monthly
				$ 70,080.75	$ 73,584.79	$ 77,264.03	$ 81,127.23	$ 83,155.41	$ 85,234.30	$ 87,365.15	$ 89,549.28	$ 91,788.02	$ 94,082.72	$ 96,434.78	$ 98,845.65	$ 101,316.79	Annually

City of Wildomar Pay Plan
Effective February 11, 2023
Pending City Council Approval

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
123	Associate Engineer	Non Exempt	General	$ 35.38	$ 37.15	$ 39.00	$ 40.95	$ 41.98	$ 43.03	$ 44.10	$ 45.21	$ 46.34	$ 47.49	$ 48.68	$ 49.90	$ 51.15	Hourly
	Senior Accountant	Non Exempt	General	$ 2,830.18	$ 2,971.69	$ 3,120.28	$ 3,276.29	$ 3,358.20	$ 3,442.15	$ 3,528.21	$ 3,616.41	$ 3,706.82	$ 3,799.49	$ 3,894.48	$ 3,991.84	$ 4,091.64	Bi-weekly
				$ 6,132.07	$ 6,438.67	$ 6,760.60	$ 7,098.63	$ 7,276.10	$ 7,458.00	$ 7,644.45	$ 7,835.56	$ 8,031.45	$ 8,232.24	$ 8,438.04	$ 8,648.99	$ 8,865.22	Monthly
				$ 73,584.79	$ 77,264.03	$ 81,127.23	$ 85,183.59	$ 87,313.18	$ 89,496.01	$ 91,733.41	$ 94,026.75	$ 96,377.42	$ 98,786.85	$ 101,256.52	$ 103,787.94	$ 106,382.63	Annually
124	Senior Planner	Non Exempt	General	$ 37.15	$ 39.00	$ 40.95	$ 43.00	$ 44.08	$ 45.18	$ 46.31	$ 47.47	$ 48.65	$ 49.87	$ 51.12	$ 52.39	$ 53.70	Hourly
				$ 2,971.69	$ 3,120.28	$ 3,276.29	$ 3,440.11	$ 3,526.11	$ 3,614.26	$ 3,704.62	$ 3,797.23	$ 3,892.16	$ 3,989.47	$ 4,089.21	$ 4,191.44	$ 4,296.22	Bi-weekly
				$ 6,438.67	$ 6,760.60	$ 7,098.63	$ 7,453.56	$ 7,639.90	$ 7,830.90	$ 8,026.67	$ 8,227.34	$ 8,433.02	$ 8,643.85	$ 8,859.95	$ 9,081.44	$ 9,308.48	Monthly
				$ 77,264.03	$ 81,127.23	$ 85,183.59	$ 89,442.77	$ 91,678.84	$ 93,970.81	$ 96,320.08	$ 98,728.08	$ 101,196.29	$ 103,726.19	$ 106,319.35	$ 108,977.33	$ 111,701.77	Annually
125				$ 39.00	$ 40.95	$ 43.00	$ 45.15	$ 46.28	$ 47.44	$ 48.62	$ 49.84	$ 51.08	$ 52.36	$ 53.67	$ 55.01	$ 56.39	Hourly
				$ 3,120.28	$ 3,276.29	$ 3,440.11	$ 3,612.11	$ 3,702.41	$ 3,794.98	$ 3,889.85	$ 3,987.10	$ 4,086.77	$ 4,188.94	$ 4,293.67	$ 4,401.01	$ 4,511.03	Bi-weekly
				$ 6,760.60	$ 7,098.63	$ 7,453.56	$ 7,826.24	$ 8,021.90	$ 8,222.45	$ 8,428.01	$ 8,638.71	$ 8,854.68	$ 9,076.04	$ 9,302.94	$ 9,535.52	$ 9,773.90	Monthly
				$ 81,127.23	$ 85,183.59	$ 89,442.77	$ 93,914.91	$ 96,262.78	$ 98,669.35	$ 101,136.09	$ 103,664.49	$ 106,256.10	$ 108,912.50	$ 111,635.32	$ 114,426.20	$ 117,286.85	Annually
126	Senior Engineer	Non Exempt	General	$ 40.95	$ 43.00	$ 45.15	$ 47.41	$ 48.59	$ 49.81	$ 51.05	$ 52.33	$ 53.64	$ 54.98	$ 56.35	$ 57.76	$ 59.21	Hourly
				$ 3,276.29	$ 3,440.11	$ 3,612.11	$ 3,792.72	$ 3,887.54	$ 3,984.72	$ 4,084.34	$ 4,186.45	$ 4,291.11	$ 4,398.39	$ 4,508.35	$ 4,621.06	$ 4,736.58	Bi-weekly
				$ 7,098.63	$ 7,453.56	$ 7,826.24	$ 8,217.55	$ 8,422.99	$ 8,633.57	$ 8,849.41	$ 9,070.64	$ 9,297.41	$ 9,529.84	$ 9,768.09	$ 10,012.29	$ 10,262.60	Monthly
				$ 85,183.59	$ 89,442.77	$ 93,914.91	$ 98,610.66	$ 101,075.92	$ 103,602.82	$ 106,192.89	$ 108,847.71	$ 111,568.91	$ 114,358.13	$ 117,217.08	$ 120,147.51	$ 123,151.20	Annually
127				$ 43.00	$ 45.15	$ 47.41	$ 49.78	$ 51.02	$ 52.30	$ 53.61	$ 54.95	$ 56.32	$ 57.73	$ 59.17	$ 60.65	$ 62.17	Hourly
				$ 3,440.11	$ 3,612.11	$ 3,792.72	$ 3,982.35	$ 4,081.91	$ 4,183.96	$ 4,288.56	$ 4,395.77	$ 4,505.67	$ 4,618.31	$ 4,733.77	$ 4,852.11	$ 4,973.41	Bi-weekly
				$ 7,453.56	$ 7,826.24	$ 8,217.55	$ 8,628.43	$ 8,844.14	$ 9,065.25	$ 9,291.88	$ 9,524.17	$ 9,762.28	$ 10,006.34	$ 10,256.49	$ 10,512.91	$ 10,775.73	Monthly
				$ 89,442.77	$ 93,914.91	$ 98,610.66	$ 103,541.19	$ 106,129.72	$ 108,782.96	$ 111,502.54	$ 114,290.10	$ 117,147.35	$ 120,076.04	$ 123,077.94	$ 126,154.88	$ 129,308.76	Annually
128				$ 45.15	$ 47.41	$ 49.78	$ 52.27	$ 53.58	$ 54.91	$ 56.29	$ 57.69	$ 59.14	$ 60.62	$ 62.13	$ 63.68	$ 65.28	Hourly
				$ 3,612.11	$ 3,792.72	$ 3,982.35	$ 4,181.47	$ 4,286.01	$ 4,393.16	$ 4,502.99	$ 4,615.56	$ 4,730.95	$ 4,849.22	$ 4,970.46	$ 5,094.72	$ 5,222.08	Bi-weekly
				$ 7,826.24	$ 8,217.55	$ 8,628.43	$ 9,059.85	$ 9,286.35	$ 9,518.51	$ 9,756.47	$ 10,000.38	$ 10,250.39	$ 10,506.65	$ 10,769.32	$ 11,038.55	$ 11,314.52	Monthly
				$ 93,914.91	$ 98,610.66	$ 103,541.19	$ 108,718.25	$ 111,436.20	$ 114,222.11	$ 117,077.66	$ 120,004.60	$ 123,004.72	$ 126,079.84	$ 129,231.83	$ 132,462.63	$ 135,774.19	Annually
129				$ 47.41	$ 49.78	$ 52.27	$ 54.88	$ 56.25	$ 57.66	$ 59.10	$ 60.58	$ 62.09	$ 63.65	$ 65.24	$ 66.87	$ 68.54	Hourly
				$ 3,792.72	$ 3,982.35	$ 4,181.47	$ 4,390.54	$ 4,500.31	$ 4,612.82	$ 4,728.14	$ 4,846.34	$ 4,967.50	$ 5,091.69	$ 5,218.98	$ 5,349.45	$ 5,483.19	Bi-weekly
				$ 8,217.55	$ 8,628.43	$ 9,059.85	$ 9,512.85	$ 9,750.67	$ 9,994.43	$ 10,244.30	$ 10,500.40	$ 10,762.91	$ 11,031.99	$ 11,307.79	$ 11,590.48	$ 11,880.24	Monthly
				$ 98,610.66	$ 103,541.19	$ 108,718.25	$ 114,154.16	$ 117,008.01	$ 119,933.21	$ 122,931.55	$ 126,004.83	$ 129,154.95	$ 132,383.83	$ 135,693.42	$ 139,085.76	$ 142,562.90	Annually
130				$ 49.78	$ 52.27	$ 54.88	$ 57.63	$ 59.07	$ 60.54	$ 62.06	$ 63.61	$ 65.20	$ 66.83	$ 68.50	$ 70.21	$ 71.97	Hourly
				$ 3,982.35	$ 4,181.47	$ 4,390.54	$ 4,610.07	$ 4,725.32	$ 4,843.46	$ 4,964.54	$ 5,088.66	$ 5,215.87	$ 5,346.27	$ 5,479.93	$ 5,616.92	$ 5,757.35	Bi-weekly
				$ 8,628.43	$ 9,059.85	$ 9,512.85	$ 9,988.49	$ 10,238.20	$ 10,494.16	$ 10,756.51	$ 11,025.42	$ 11,301.06	$ 11,583.59	$ 11,873.17	$ 12,170.00	$ 12,474.25	Monthly
				$ 103,541.19	$ 108,718.25	$ 114,154.16	$ 119,861.87	$ 122,858.42	$ 125,929.88	$ 129,078.12	$ 132,305.08	$ 135,612.70	$ 139,003.02	$ 142,478.10	$ 146,040.05	$ 149,691.05	Annually
220				$ 30.56	$ 32.09	$ 33.69	$ 35.38	$ 36.26	$ 37.17	$ 38.10	$ 39.05	$ 40.03	$ 41.03	$ 42.05	$ 43.10	$ 44.18	Hourly
				$ 2,444.82	$ 2,567.06	$ 2,695.41	$ 2,830.18	$ 2,900.94	$ 2,973.46	$ 3,047.80	$ 3,123.99	$ 3,202.09	$ 3,282.15	$ 3,364.20	$ 3,448.30	$ 3,534.51	Bi-weekly
				$ 5,297.11	$ 5,561.96	$ 5,840.06	$ 6,132.07	$ 6,285.37	$ 6,442.50	$ 6,603.56	$ 6,768.65	$ 6,937.87	$ 7,111.32	$ 7,289.10	$ 7,471.33	$ 7,658.11	Monthly
				$ 63,565.31	$ 66,743.57	$ 70,080.75	$ 73,584.79	$ 75,424.41	$ 77,310.02	$ 79,242.77	$ 81,223.84	$ 83,254.44	$ 85,335.80	$ 87,469.19	$ 89,655.92	$ 91,897.32	Annually
221				$ 32.09	$ 33.69	$ 35.38	$ 37.15	$ 38.07	$ 39.03	$ 40.00	$ 41.00	$ 42.03	$ 43.08	$ 44.16	$ 45.26	$ 46.39	Hourly
				$ 2,567.06	$ 2,695.41	$ 2,830.18	$ 2,971.69	$ 3,045.99	$ 3,122.14	$ 3,200.19	$ 3,280.19	$ 3,362.20	$ 3,446.25	$ 3,532.41	$ 3,620.72	$ 3,711.24	Bi-weekly
				$ 5,561.96	$ 5,840.06	$ 6,132.07	$ 6,438.67	$ 6,599.64	$ 6,764.63	$ 6,933.74	$ 7,107.09	$ 7,284.76	$ 7,466.88	$ 7,653.55	$ 7,844.89	$ 8,041.02	Monthly
				$ 66,743.57	$ 70,080.75	$ 73,584.79	$ 77,264.03	$ 79,195.63	$ 81,175.52	$ 83,204.91	$ 85,285.03	$ 87,417.16	$ 89,602.59	$ 91,842.65	$ 94,138.72	$ 96,492.18	Annually
222				$ 33.69	$ 35.38	$ 37.15	$ 39.00	$ 39.98	$ 40.98	$ 42.00	$ 43.05	$ 44.13	$ 45.23	$ 46.36	$ 47.52	$ 48.71	Hourly
				$ 2,695.41	$ 2,830.18	$ 2,971.69	$ 3,120.28	$ 3,198.29	$ 3,278.24	$ 3,360.20	$ 3,444.20	$ 3,530.31	$ 3,618.57	$ 3,709.03	$ 3,801.76	$ 3,896.80	Bi-weekly
				$ 5,840.06	$ 6,132.07	$ 6,438.67	$ 6,760.60	$ 6,929.62	$ 7,102.86	$ 7,280.43	$ 7,462.44	$ 7,649.00	$ 7,840.23	$ 8,036.23	$ 8,237.14	$ 8,443.07	Monthly
				$ 70,080.75	$ 73,584.79	$ 77,264.03	$ 81,127.23	$ 83,155.41	$ 85,234.30	$ 87,365.15	$ 89,549.28	$ 91,788.02	$ 94,082.72	$ 96,434.78	$ 98,845.65	$ 101,316.79	Annually

City of Wildomar Pay Plan
Effective February 11, 2023
Pending City Council Approval

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
223	Senior Financial Analyst	Exempt	General	$ 35.38	$ 37.15	$ 39.00	$ 40.95	$ 41.98	$ 43.03	$ 44.10	$ 45.21	$ 46.34	$ 47.49	$ 48.68	$ 49.90	$ 51.15	Hourly
	Senior Management Analyst	Exempt	General	$ 2,830.18	$ 2,971.69	$ 3,120.28	$ 3,276.29	$ 3,358.20	$ 3,442.15	$ 3,528.21	$ 3,616.41	$ 3,706.82	$ 3,799.49	$ 3,894.48	$ 3,991.84	$ 4,091.64	Bi-weekly
				$ 6,132.07	$ 6,438.67	$ 6,760.60	$ 7,098.63	$ 7,276.10	$ 7,458.00	$ 7,644.45	$ 7,835.56	$ 8,031.45	$ 8,232.24	$ 8,438.04	$ 8,648.99	$ 8,865.22	Monthly
				$ 73,584.79	$ 77,264.03	$ 81,127.23	$ 85,183.59	$ 87,313.18	$ 89,496.01	$ 91,733.41	$ 94,026.75	$ 96,377.42	$ 98,786.85	$ 101,256.52	$ 103,787.94	$ 106,382.63	Annually
224	Building Inspection Supervisor	Exempt	General	$ 37.15	$ 39.00	$ 40.95	$ 43.00	$ 44.08	$ 45.18	$ 46.31	$ 47.47	$ 48.65	$ 49.87	$ 51.12	$ 52.39	$ 53.70	Hourly
				$ 2,971.69	$ 3,120.28	$ 3,276.29	$ 3,440.11	$ 3,526.11	$ 3,614.26	$ 3,704.62	$ 3,797.23	$ 3,892.16	$ 3,989.47	$ 4,089.21	$ 4,191.44	$ 4,296.22	Bi-weekly
				$ 6,438.67	$ 6,760.60	$ 7,098.63	$ 7,453.56	$ 7,639.90	$ 7,830.90	$ 8,026.67	$ 8,227.34	$ 8,433.02	$ 8,643.85	$ 8,859.95	$ 9,081.44	$ 9,308.48	Monthly
				$ 77,264.03	$ 81,127.23	$ 85,183.59	$ 89,442.77	$ 91,678.84	$ 93,970.81	$ 96,320.08	$ 98,728.08	$ 101,196.29	$ 103,726.19	$ 106,319.35	$ 108,977.33	$ 111,701.77	Annually
225				$ 39.00	$ 40.95	$ 43.00	$ 45.15	$ 46.28	$ 47.44	$ 48.62	$ 49.84	$ 51.08	$ 52.36	$ 53.67	$ 55.01	$ 56.39	Hourly
				$ 3,120.28	$ 3,276.29	$ 3,440.11	$ 3,612.11	$ 3,702.41	$ 3,794.98	$ 3,889.85	$ 3,987.10	$ 4,086.77	$ 4,188.94	$ 4,293.67	$ 4,401.01	$ 4,511.03	Bi-weekly
				$ 6,760.60	$ 7,098.63	$ 7,453.56	$ 7,826.24	$ 8,021.90	$ 8,222.45	$ 8,428.01	$ 8,638.71	$ 8,854.68	$ 9,076.04	$ 9,302.94	$ 9,535.52	$ 9,773.90	Monthly
				$ 81,127.23	$ 85,183.59	$ 89,442.77	$ 93,914.91	$ 96,262.78	$ 98,669.35	$ 101,136.09	$ 103,664.49	$ 106,256.10	$ 108,912.50	$ 111,635.32	$ 114,426.20	$ 117,286.85	Annually
226	Code Enforcement Manager	Exempt	Management	$ 40.95	$ 43.00	$ 45.15	$ 47.41	$ 48.59	$ 49.81	$ 51.05	$ 52.33	$ 53.64	$ 54.98	$ 56.35	$ 57.76	$ 59.21	Hourly
				$ 3,276.29	$ 3,440.11	$ 3,612.11	$ 3,792.72	$ 3,887.54	$ 3,984.72	$ 4,084.34	$ 4,186.45	$ 4,291.11	$ 4,398.39	$ 4,508.35	$ 4,621.06	$ 4,736.58	Bi-weekly
				$ 7,098.63	$ 7,453.56	$ 7,826.24	$ 8,217.55	$ 8,422.99	$ 8,633.57	$ 8,849.41	$ 9,070.64	$ 9,297.41	$ 9,529.84	$ 9,768.09	$ 10,012.29	$ 10,262.60	Monthly
				$ 85,183.59	$ 89,442.77	$ 93,914.91	$ 98,610.66	$ 101,075.92	$ 103,602.82	$ 106,192.89	$ 108,847.71	$ 111,568.91	$ 114,358.13	$ 117,217.08	$ 120,147.51	$ 123,151.20	Annually
227	Community Services Manager	Exempt	Management	$ 43.00	$ 45.15	$ 47.41	$ 49.78	$ 51.02	$ 52.30	$ 53.61	$ 54.95	$ 56.32	$ 57.73	$ 59.17	$ 60.65	$ 62.17	Hourly
	Human Resources Administrator II	Exempt	Management	$ 3,440.11	$ 3,612.11	$ 3,792.72	$ 3,982.35	$ 4,081.91	$ 4,183.96	$ 4,288.56	$ 4,395.77	$ 4,505.67	$ 4,618.31	$ 4,733.77	$ 4,852.11	$ 4,973.41	Bi-weekly
				$ 7,453.56	$ 7,826.24	$ 8,217.55	$ 8,628.43	$ 8,844.14	$ 9,065.25	$ 9,291.88	$ 9,524.17	$ 9,762.28	$ 10,006.34	$ 10,256.49	$ 10,512.91	$ 10,775.73	Monthly
				$ 89,442.77	$ 93,914.91	$ 98,610.66	$ 103,541.19	$ 106,129.72	$ 108,782.96	$ 111,502.54	$ 114,290.10	$ 117,147.35	$ 120,076.04	$ 123,077.94	$ 126,154.88	$ 129,308.76	Annually
228				$ 45.15	$ 47.41	$ 49.78	$ 52.27	$ 53.58	$ 54.91	$ 56.29	$ 57.69	$ 59.14	$ 60.62	$ 62.13	$ 63.68	$ 65.28	Hourly
				$ 3,612.11	$ 3,792.72	$ 3,982.35	$ 4,181.47	$ 4,286.01	$ 4,393.16	$ 4,502.99	$ 4,615.56	$ 4,730.95	$ 4,849.22	$ 4,970.46	$ 5,094.72	$ 5,222.08	Bi-weekly
				$ 7,826.24	$ 8,217.55	$ 8,628.43	$ 9,059.85	$ 9,286.35	$ 9,518.51	$ 9,756.47	$ 10,000.38	$ 10,250.39	$ 10,506.65	$ 10,769.32	$ 11,038.55	$ 11,314.52	Monthly
				$ 93,914.91	$ 98,610.66	$ 103,541.19	$ 108,718.25	$ 111,436.20	$ 114,222.11	$ 117,077.66	$ 120,004.60	$ 123,004.72	$ 126,079.84	$ 129,231.83	$ 132,462.63	$ 135,774.19	Annually
229	Chief Building Official	Exempt	Management	$ 47.41	$ 49.78	$ 52.27	$ 54.88	$ 56.25	$ 57.66	$ 59.10	$ 60.58	$ 62.09	$ 63.65	$ 65.24	$ 66.87	$ 68.54	Hourly
	Principal Engineer	Exempt	Management	$ 3,792.72	$ 3,982.35	$ 4,181.47	$ 4,390.54	$ 4,500.31	$ 4,612.82	$ 4,728.14	$ 4,846.34	$ 4,967.50	$ 5,091.69	$ 5,218.98	$ 5,349.45	$ 5,483.19	Bi-weekly
				$ 8,217.55	$ 8,628.43	$ 9,059.85	$ 9,512.85	$ 9,750.67	$ 9,994.43	$ 10,244.30	$ 10,500.40	$ 10,762.91	$ 11,031.99	$ 11,307.79	$ 11,590.48	$ 11,880.24	Monthly
				$ 98,610.66	$ 103,541.19	$ 108,718.25	$ 114,154.16	$ 117,008.01	$ 119,933.21	$ 122,931.55	$ 126,004.83	$ 129,154.95	$ 132,383.83	$ 135,693.42	$ 139,085.76	$ 142,562.90	Annually
230				$ 49.78	$ 52.27	$ 54.88	$ 57.63	$ 59.07	$ 60.54	$ 62.06	$ 63.61	$ 65.20	$ 66.83	$ 68.50	$ 70.21	$ 71.97	Hourly
				$ 3,982.35	$ 4,181.47	$ 4,390.54	$ 4,610.07	$ 4,725.32	$ 4,843.46	$ 4,964.54	$ 5,088.66	$ 5,215.87	$ 5,346.27	$ 5,479.93	$ 5,616.92	$ 5,757.35	Bi-weekly
				$ 8,628.43	$ 9,059.85	$ 9,512.85	$ 9,988.49	$ 10,238.20	$ 10,494.16	$ 10,756.51	$ 11,025.42	$ 11,301.06	$ 11,583.59	$ 11,873.17	$ 12,170.00	$ 12,474.25	Monthly
				$ 103,541.19	$ 108,718.25	$ 114,154.16	$ 119,861.87	$ 122,858.42	$ 125,929.88	$ 129,078.12	$ 132,305.08	$ 135,612.70	$ 139,003.02	$ 142,478.10	$ 146,040.05	$ 149,691.05	Annually
231				$ 52.27	$ 54.88	$ 57.63	$ 60.51	$ 62.02	$ 63.57	$ 65.16	$ 66.79	$ 68.46	$ 70.17	$ 71.92	$ 73.72	$ 75.57	Hourly
				$ 4,181.47	$ 4,390.54	$ 4,610.07	$ 4,840.58	$ 4,961.59	$ 5,085.63	$ 5,212.77	$ 5,343.09	$ 5,476.67	$ 5,613.58	$ 5,753.92	$ 5,897.77	$ 6,045.22	Bi-weekly
				$ 9,059.85	$ 9,512.85	$ 9,988.49	$ 10,487.91	$ 10,750.11	$ 11,018.86	$ 11,294.34	$ 11,576.69	$ 11,866.11	$ 12,162.76	$ 12,466.83	$ 12,778.50	$ 13,097.97	Monthly
				$ 108,718.25	$ 114,154.16	$ 119,861.87	$ 125,854.96	$ 129,001.34	$ 132,226.37	$ 135,532.03	$ 138,920.33	$ 142,393.34	$ 145,953.17	$ 149,602.00	$ 153,342.05	$ 157,175.60	Annually
232	Principal Engineer/City Engineer	Exempt	Management	$ 54.88	$ 57.63	$ 60.51	$ 63.53	$ 65.12	$ 66.75	$ 68.42	$ 70.13	$ 71.88	$ 73.68	$ 75.52	$ 77.41	$ 79.34	Hourly
				$ 4,390.54	$ 4,610.07	$ 4,840.58	$ 5,082.60	$ 5,209.67	$ 5,339.91	$ 5,473.41	$ 5,610.24	$ 5,750.50	$ 5,894.26	$ 6,041.62	$ 6,192.66	$ 6,347.48	Bi-weekly
				$ 9,512.85	$ 9,988.49	$ 10,487.91	$ 11,012.31	$ 11,287.62	$ 11,569.81	$ 11,859.05	$ 12,155.53	$ 12,459.42	$ 12,770.90	$ 13,090.18	$ 13,417.43	$ 13,752.87	Monthly
				$ 114,154.16	$ 119,861.87	$ 125,854.96	$ 132,147.71	$ 135,451.40	$ 138,837.69	$ 142,308.63	$ 145,866.35	$ 149,513.00	$ 153,250.83	$ 157,082.10	$ 161,009.15	$ 165,034.38	Annually
233				$ 57.63	$ 60.51	$ 63.53	$ 66.71	$ 68.38	$ 70.09	$ 71.84	$ 73.63	$ 75.48	$ 77.36	$ 79.30	$ 81.28	$ 83.31	Hourly
				$ 4,610.07	$ 4,840.58	$ 5,082.60	$ 5,336.73	$ 5,470.15	$ 5,606.91	$ 5,747.08	$ 5,890.76	$ 6,038.03	$ 6,188.98	$ 6,343.70	$ 6,502.29	$ 6,664.85	Bi-weekly
				$ 9,988.49	$ 10,487.91	$ 11,012.31	$ 11,562.92	$ 11,852.00	$ 12,148.30	$ 12,452.01	$ 12,763.31	$ 13,082.39	$ 13,409.45	$ 13,744.68	$ 14,088.30	$ 14,440.51	Monthly
				$ 119,861.87	$ 125,854.96	$ 132,147.71	$ 138,755.10	$ 142,223.97	$ 145,779.57	$ 149,424.06	$ 153,159.66	$ 156,988.65	$ 160,913.37	$ 164,936.21	$ 169,059.61	$ 173,286.10	Annually

City of Wildomar Pay Plan
Effective February 11, 2023
Pending City Council Approval

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
234				$ 60.51	$ 63.53	$ 66.71	$ 70.04	$ 71.80	$ 73.59	$ 75.43	$ 77.32	$ 79.25	$ 81.23	$ 83.26	$ 85.34	$ 87.48	Hourly
				$ 4,840.58	$ 5,082.60	$ 5,336.73	$ 5,603.57	$ 5,743.66	$ 5,887.25	$ 6,034.43	$ 6,185.29	$ 6,339.93	$ 6,498.42	$ 6,660.89	$ 6,827.41	$ 6,998.09	Bi-weekly
				$ 10,487.91	$ 11,012.31	$ 11,562.92	$ 12,141.07	$ 12,444.60	$ 12,755.71	$ 13,074.61	$ 13,401.47	$ 13,736.51	$ 14,079.92	$ 14,431.92	$ 14,792.72	$ 15,162.53	Monthly
				$ 125,854.96	$ 132,147.71	$ 138,755.10	$ 145,692.85	$ 149,335.17	$ 153,068.55	$ 156,895.26	$ 160,817.65	$ 164,838.09	$ 168,959.04	$ 173,183.02	$ 177,512.59	$ 181,950.41	Annually
235				$ 63.53	$ 66.71	$ 70.04	$ 73.55	$ 75.39	$ 77.27	$ 79.20	$ 81.18	$ 83.21	$ 85.29	$ 87.42	$ 89.61	$ 91.85	Hourly
				$ 5,082.60	$ 5,336.73	$ 5,603.57	$ 5,883.75	$ 6,030.84	$ 6,181.61	$ 6,336.15	$ 6,494.56	$ 6,656.92	$ 6,823.35	$ 6,993.93	$ 7,168.78	$ 7,348.00	Bi-weekly
				$ 11,012.31	$ 11,562.92	$ 12,141.07	$ 12,748.12	$ 13,066.83	$ 13,393.50	$ 13,728.34	$ 14,071.54	$ 14,423.33	$ 14,783.92	$ 15,153.51	$ 15,532.35	$ 15,920.66	Monthly
				$ 132,147.71	$ 138,755.10	$ 145,692.85	$ 152,977.49	$ 156,801.93	$ 160,721.98	$ 164,740.03	$ 168,858.53	$ 173,079.99	$ 177,406.99	$ 181,842.17	$ 186,388.22	$ 191,047.93	Annually
328				$ 45.15	$ 47.41	$ 49.78	$ 52.27	$ 53.58	$ 54.91	$ 56.29	$ 57.69	$ 59.14	$ 60.62	$ 62.13	$ 63.68	$ 65.28	Hourly
				$ 3,612.11	$ 3,792.72	$ 3,982.35	$ 4,181.47	$ 4,286.01	$ 4,393.16	$ 4,502.99	$ 4,615.56	$ 4,730.95	$ 4,849.22	$ 4,970.46	$ 5,094.72	$ 5,222.08	Bi-weekly
				$ 7,826.24	$ 8,217.55	$ 8,628.43	$ 9,059.85	$ 9,286.35	$ 9,518.51	$ 9,756.47	$ 10,000.38	$ 10,250.39	$ 10,506.65	$ 10,769.32	$ 11,038.55	$ 11,314.52	Monthly
				$ 93,914.91	$ 98,610.66	$ 103,541.19	$ 108,718.25	$ 111,436.20	$ 114,222.11	$ 117,077.66	$ 120,004.60	$ 123,004.72	$ 126,079.84	$ 129,231.83	$ 132,462.63	$ 135,774.19	Annually
329				$ 47.41	$ 49.78	$ 52.27	$ 54.88	$ 56.25	$ 57.66	$ 59.10	$ 60.58	$ 62.09	$ 63.65	$ 65.24	$ 66.87	$ 68.54	Hourly
				$ 3,792.72	$ 3,982.35	$ 4,181.47	$ 4,390.54	$ 4,500.31	$ 4,612.82	$ 4,728.14	$ 4,846.34	$ 4,967.50	$ 5,091.69	$ 5,218.98	$ 5,349.45	$ 5,483.19	Bi-weekly
				$ 8,217.55	$ 8,628.43	$ 9,059.85	$ 9,512.85	$ 9,750.67	$ 9,994.43	$ 10,244.30	$ 10,500.40	$ 10,762.91	$ 11,031.99	$ 11,307.79	$ 11,590.48	$ 11,880.24	Monthly
				$ 98,610.66	$ 103,541.19	$ 108,718.25	$ 114,154.16	$ 117,008.01	$ 119,933.21	$ 122,931.55	$ 126,004.83	$ 129,154.95	$ 132,383.83	$ 135,693.42	$ 139,085.76	$ 142,562.90	Annually
330	City Clerk	Exempt	Executive	$ 49.78	$ 52.27	$ 54.88	$ 57.63	$ 59.07	$ 60.54	$ 62.06	$ 63.61	$ 65.20	$ 66.83	$ 68.50	$ 70.21	$ 71.97	Hourly
				$ 3,982.35	$ 4,181.47	$ 4,390.54	$ 4,610.07	$ 4,725.32	$ 4,843.46	$ 4,964.54	$ 5,088.66	$ 5,215.87	$ 5,346.27	$ 5,479.93	$ 5,616.92	$ 5,757.35	Bi-weekly
				$ 8,628.43	$ 9,059.85	$ 9,512.85	$ 9,988.49	$ 10,238.20	$ 10,494.16	$ 10,756.51	$ 11,025.42	$ 11,301.06	$ 11,583.59	$ 11,873.17	$ 12,170.00	$ 12,474.25	Monthly
				$ 103,541.19	$ 108,718.25	$ 114,154.16	$ 119,861.87	$ 122,858.42	$ 125,929.88	$ 129,078.12	$ 132,305.08	$ 135,612.70	$ 139,003.02	$ 142,478.10	$ 146,040.05	$ 149,691.05	Annually
331				$ 52.27	$ 54.88	$ 57.63	$ 60.51	$ 62.02	$ 63.57	$ 65.16	$ 66.79	$ 68.46	$ 70.17	$ 71.92	$ 73.72	$ 75.57	Hourly
				$ 4,181.47	$ 4,390.54	$ 4,610.07	$ 4,840.58	$ 4,961.59	$ 5,085.63	$ 5,212.77	$ 5,343.09	$ 5,476.67	$ 5,613.58	$ 5,753.92	$ 5,897.77	$ 6,045.22	Bi-weekly
				$ 9,059.85	$ 9,512.85	$ 9,988.49	$ 10,487.91	$ 10,750.11	$ 11,018.86	$ 11,294.34	$ 11,576.69	$ 11,866.11	$ 12,162.76	$ 12,466.83	$ 12,778.50	$ 13,097.97	Monthly
				$ 108,718.25	$ 114,154.16	$ 119,861.87	$ 125,854.96	$ 129,001.34	$ 132,226.37	$ 135,532.03	$ 138,920.33	$ 142,393.34	$ 145,953.17	$ 149,602.00	$ 153,342.05	$ 157,175.60	Annually
332				$ 54.88	$ 57.63	$ 60.51	$ 63.53	$ 65.12	$ 66.75	$ 68.42	$ 70.13	$ 71.88	$ 73.68	$ 75.52	$ 77.41	$ 79.34	Hourly
				$ 4,390.54	$ 4,610.07	$ 4,840.58	$ 5,082.60	$ 5,209.67	$ 5,339.91	$ 5,473.41	$ 5,610.24	$ 5,750.50	$ 5,894.26	$ 6,041.62	$ 6,192.66	$ 6,347.48	Bi-weekly
				$ 9,512.85	$ 9,988.49	$ 10,487.91	$ 11,012.31	$ 11,287.62	$ 11,569.81	$ 11,859.05	$ 12,155.53	$ 12,459.42	$ 12,770.90	$ 13,090.18	$ 13,417.43	$ 13,752.87	Monthly
				$ 114,154.16	$ 119,861.87	$ 125,854.96	$ 132,147.71	$ 135,451.40	$ 138,837.69	$ 142,308.63	$ 145,866.35	$ 149,513.00	$ 153,250.83	$ 157,082.10	$ 161,009.15	$ 165,034.38	Annually
333				$ 57.63	$ 60.51	$ 63.53	$ 66.71	$ 68.38	$ 70.09	$ 71.84	$ 73.63	$ 75.48	$ 77.36	$ 79.30	$ 81.28	$ 83.31	Hourly
				$ 4,610.07	$ 4,840.58	$ 5,082.60	$ 5,336.73	$ 5,470.15	$ 5,606.91	$ 5,747.08	$ 5,890.76	$ 6,038.03	$ 6,188.98	$ 6,343.70	$ 6,502.29	$ 6,664.85	Bi-weekly
				$ 9,988.49	$ 10,487.91	$ 11,012.31	$ 11,562.92	$ 11,852.00	$ 12,148.30	$ 12,452.01	$ 12,763.31	$ 13,082.39	$ 13,409.45	$ 13,744.68	$ 14,088.30	$ 14,440.51	Monthly
				$ 119,861.87	$ 125,854.96	$ 132,147.71	$ 138,755.10	$ 142,223.97	$ 145,779.57	$ 149,424.06	$ 153,159.66	$ 156,988.65	$ 160,913.37	$ 164,936.21	$ 169,059.61	$ 173,286.10	Annually
334	Economic Development Director	Exempt	Executive	$ 60.51	$ 63.53	$ 66.71	$ 70.04	$ 71.80	$ 73.59	$ 75.43	$ 77.32	$ 79.25	$ 81.23	$ 83.26	$ 85.34	$ 87.48	Hourly
	Public Works Director	Exempt	Executive	$ 4,840.58	$ 5,082.60	$ 5,336.73	$ 5,603.57	$ 5,743.66	$ 5,887.25	$ 6,034.43	$ 6,185.29	$ 6,339.93	$ 6,498.42	$ 6,660.89	$ 6,827.41	$ 6,998.09	Bi-weekly
				$ 10,487.91	$ 11,012.31	$ 11,562.92	$ 12,141.07	$ 12,444.60	$ 12,755.71	$ 13,074.61	$ 13,401.47	$ 13,736.51	$ 14,079.92	$ 14,431.92	$ 14,792.72	$ 15,162.53	Monthly
				$ 125,854.96	$ 132,147.71	$ 138,755.10	$ 145,692.85	$ 149,335.17	$ 153,068.55	$ 156,895.26	$ 160,817.65	$ 164,838.09	$ 168,959.04	$ 173,183.02	$ 177,512.59	$ 181,950.41	Annually
335				$ 63.53	$ 66.71	$ 70.04	$ 73.55	$ 75.39	$ 77.27	$ 79.20	$ 81.18	$ 83.21	$ 85.29	$ 87.42	$ 89.61	$ 91.85	Hourly
				$ 5,082.60	$ 5,336.73	$ 5,603.57	$ 5,883.75	$ 6,030.84	$ 6,181.61	$ 6,336.15	$ 6,494.56	$ 6,656.92	$ 6,823.35	$ 6,993.93	$ 7,168.78	$ 7,348.00	Bi-weekly
				$ 11,012.31	$ 11,562.92	$ 12,141.07	$ 12,748.12	$ 13,066.83	$ 13,393.50	$ 13,728.34	$ 14,071.54	$ 14,423.33	$ 14,783.92	$ 15,153.51	$ 15,532.35	$ 15,920.66	Monthly
				$ 132,147.71	$ 138,755.10	$ 145,692.85	$ 152,977.49	$ 156,801.93	$ 160,721.98	$ 164,740.03	$ 168,858.53	$ 173,079.99	$ 177,406.99	$ 181,842.17	$ 186,388.22	$ 191,047.93	Annually
336	Community Services Director	Exempt	Executive	$ 66.71	$ 70.04	$ 73.55	$ 77.22	$ 79.15	$ 81.13	$ 83.16	$ 85.24	$ 87.37	$ 89.56	$ 91.80	$ 94.09	$ 96.44	Hourly
				$ 5,336.73	$ 5,603.57	$ 5,883.75	$ 6,177.94	$ 6,332.39	$ 6,490.70	$ 6,652.96	$ 6,819.29	$ 6,989.77	$ 7,164.51	$ 7,343.63	$ 7,527.22	$ 7,715.40	Bi-weekly
				$ 11,562.92	$ 12,141.07	$ 12,748.12	$ 13,385.53	$ 13,720.17	$ 14,063.17	$ 14,414.75	$ 14,775.12	$ 15,144.50	$ 15,523.11	$ 15,911.19	$ 16,308.97	$ 16,716.69	Monthly
				$ 138,755.10	$ 145,692.85	$ 152,977.49	$ 160,626.37	$ 164,642.03	$ 168,758.08	$ 172,977.03	$ 177,301.46	$ 181,733.99	$ 186,277.34	$ 190,934.27	$ 195,707.63	$ 200,600.32	Annually

City of Wildomar Pay Plan
Effective February 11, 2023
Pending City Council Approval

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
337	Administrative Services Director	Exempt	Executive	$ 70.04	$ 73.55	$ 77.22	$ 81.09	$ 83.11	$ 85.19	$ 87.32	$ 89.50	$ 91.74	$ 94.03	$ 96.39	$ 98.79	$ 101.26	Hourly
	Community Development Director	Exempt	Executive	$ 5,603.57	$ 5,883.75	$ 6,177.94	$ 6,486.83	$ 6,649.00	$ 6,815.23	$ 6,985.61	$ 7,160.25	$ 7,339.26	$ 7,522.74	$ 7,710.81	$ 7,903.58	$ 8,101.17	Bi-weekly
	Public Works Director/City Engineer	Exempt	Executive	$ 12,141.07	$ 12,748.12	$ 13,385.53	$ 14,054.81	$ 14,406.18	$ 14,766.33	$ 15,135.49	$ 15,513.88	$ 15,901.72	$ 16,299.27	$ 16,706.75	$ 17,124.42	$ 17,552.53	Monthly
				$ 145,692.85	$ 152,977.49	$ 160,626.37	$ 168,657.69	$ 172,874.13	$ 177,195.98	$ 181,625.88	$ 186,166.53	$ 190,820.69	$ 195,591.21	$ 200,480.99	$ 205,493.01	$ 210,630.34	Annually
338				$ 73.55	$ 77.22	$ 81.09	$ 85.14	$ 87.27	$ 89.45	$ 91.69	$ 93.98	$ 96.33	$ 98.74	$ 101.20	$ 103.73	$ 106.33	Hourly
				$ 5,883.75	$ 6,177.94	$ 6,486.83	$ 6,811.18	$ 6,981.46	$ 7,155.99	$ 7,334.89	$ 7,518.26	$ 7,706.22	$ 7,898.88	$ 8,096.35	$ 8,298.76	$ 8,506.23	Bi-weekly
				$ 12,748.12	$ 13,385.53	$ 14,054.81	$ 14,757.55	$ 15,126.49	$ 15,504.65	$ 15,892.26	$ 16,289.57	$ 16,696.81	$ 17,114.23	$ 17,542.09	$ 17,980.64	$ 18,430.15	Monthly
				$ 152,977.49	$ 160,626.37	$ 168,657.69	$ 177,090.57	$ 181,517.83	$ 186,055.78	$ 190,707.17	$ 195,474.85	$ 200,361.73	$ 205,370.77	$ 210,505.04	$ 215,767.66	$ 221,161.86	Annually
339				$ 77.22	$ 81.09	$ 85.14	$ 89.40	$ 91.63	$ 93.92	$ 96.27	$ 98.68	$ 101.14	$ 103.67	$ 106.26	$ 108.92	$ 111.64	Hourly
				$ 6,177.94	$ 6,486.83	$ 6,811.18	$ 7,151.73	$ 7,330.53	$ 7,513.79	$ 7,701.64	$ 7,894.18	$ 8,091.53	$ 8,293.82	$ 8,501.16	$ 8,713.69	$ 8,931.54	Bi-weekly
				$ 13,385.53	$ 14,054.81	$ 14,757.55	$ 15,495.42	$ 15,882.81	$ 16,279.88	$ 16,686.88	$ 17,104.05	$ 17,531.65	$ 17,969.94	$ 18,419.19	$ 18,879.67	$ 19,351.66	Monthly
				$ 160,626.37	$ 168,657.69	$ 177,090.57	$ 185,945.10	$ 190,593.73	$ 195,358.57	$ 200,242.53	$ 205,248.60	$ 210,379.81	$ 215,639.31	$ 221,030.29	$ 226,556.05	$ 232,219.95	Annually
340				$ 81.09	$ 85.14	$ 89.40	$ 93.87	$ 96.21	$ 98.62	$ 101.08	$ 103.61	$ 106.20	$ 108.86	$ 111.58	$ 114.37	$ 117.23	Hourly
				$ 6,486.83	$ 6,811.18	$ 7,151.73	$ 7,509.32	$ 7,697.05	$ 7,889.48	$ 8,086.72	$ 8,288.89	$ 8,496.11	$ 8,708.51	$ 8,926.22	$ 9,149.38	$ 9,378.11	Bi-weekly
				$ 14,054.81	$ 14,757.55	$ 15,495.42	$ 16,270.20	$ 16,676.95	$ 17,093.87	$ 17,521.22	$ 17,959.25	$ 18,408.23	$ 18,868.44	$ 19,340.15	$ 19,823.65	$ 20,319.25	Monthly
				$ 168,657.69	$ 177,090.57	$ 185,945.10	$ 195,242.35	$ 200,123.41	$ 205,126.50	$ 210,254.66	$ 215,511.03	$ 220,898.80	$ 226,421.27	$ 232,081.80	$ 237,883.85	$ 243,830.95	Annually
341				$ 85.14	$ 89.40	$ 93.87	$ 98.56	$ 101.02	$ 103.55	$ 106.14	$ 108.79	$ 111.51	$ 114.30	$ 117.16	$ 120.09	$ 123.09	Hourly
				$ 6,811.18	$ 7,151.73	$ 7,509.32	$ 7,884.79	$ 8,081.91	$ 8,283.95	$ 8,491.05	$ 8,703.33	$ 8,920.91	$ 9,143.94	$ 9,372.53	$ 9,606.85	$ 9,847.02	Bi-weekly
				$ 14,757.55	$ 15,495.42	$ 16,270.20	$ 17,083.71	$ 17,510.80	$ 17,948.57	$ 18,397.28	$ 18,857.21	$ 19,328.65	$ 19,811.86	$ 20,307.16	$ 20,814.84	$ 21,335.21	Monthly
				$ 177,090.57	$ 185,945.10	$ 195,242.35	$ 205,004.47	$ 210,129.58	$ 215,382.82	$ 220,767.39	$ 226,286.58	$ 231,943.74	$ 237,742.34	$ 243,685.89	$ 249,778.04	$ 256,022.49	Annually
342				$ 89.40	$ 93.87	$ 98.56	$ 103.49	$ 106.08	$ 108.73	$ 111.45	$ 114.23	$ 117.09	$ 120.01	$ 123.01	$ 126.09	$ 129.24	Hourly
				$ 7,151.73	$ 7,509.32	$ 7,884.79	$ 8,279.03	$ 8,486.00	$ 8,698.15	$ 8,915.61	$ 9,138.50	$ 9,366.96	$ 9,601.13	$ 9,841.16	$ 10,087.19	$ 10,339.37	Bi-weekly
				$ 15,495.42	$ 16,270.20	$ 17,083.71	$ 17,937.89	$ 18,386.34	$ 18,846.00	$ 19,317.15	$ 19,800.08	$ 20,295.08	$ 20,802.45	$ 21,322.52	$ 21,855.58	$ 22,401.97	Monthly
				$ 185,945.10	$ 195,242.35	$ 205,004.47	$ 215,254.69	$ 220,636.06	$ 226,151.96	$ 231,805.76	$ 237,600.91	$ 243,540.93	$ 249,629.45	$ 255,870.19	$ 262,266.94	$ 268,823.62	Annually
343				$ 93.87	$ 98.56	$ 103.49	$ 108.66	$ 111.38	$ 114.16	$ 117.02	$ 119.94	$ 122.94	$ 126.01	$ 129.17	$ 132.39	$ 135.70	Hourly
				$ 7,509.32	$ 7,884.79	$ 8,279.03	$ 8,692.98	$ 8,910.30	$ 9,133.06	$ 9,361.39	$ 9,595.42	$ 9,835.31	$ 10,081.19	$ 10,333.22	$ 10,591.55	$ 10,856.34	Bi-weekly
				$ 16,270.20	$ 17,083.71	$ 17,937.89	$ 18,834.79	$ 19,305.66	$ 19,788.30	$ 20,283.00	$ 20,790.08	$ 21,309.83	$ 21,842.58	$ 22,388.64	$ 22,948.36	$ 23,522.07	Monthly
				$ 195,242.35	$ 205,004.47	$ 215,254.69	$ 226,017.43	$ 231,667.87	$ 237,459.56	$ 243,396.05	$ 249,480.95	$ 255,717.98	$ 262,110.93	$ 268,663.70	$ 275,380.29	$ 282,264.80	Annually
344				$ 98.56	$ 103.49	$ 108.66	$ 114.10	$ 116.95	$ 119.87	$ 122.87	$ 125.94	$ 129.09	$ 132.32	$ 135.62	$ 139.01	$ 142.49	Hourly
				$ 7,884.79	$ 8,279.03	$ 8,692.98	$ 9,127.63	$ 9,355.82	$ 9,589.71	$ 9,829.46	$ 10,075.19	$ 10,327.07	$ 10,585.25	$ 10,849.88	$ 11,121.13	$ 11,399.16	Bi-weekly
				$ 17,083.71	$ 17,937.89	$ 18,834.79	$ 19,776.53	$ 20,270.94	$ 20,777.71	$ 21,297.15	$ 21,829.58	$ 22,375.32	$ 22,934.71	$ 23,508.07	$ 24,095.78	$ 24,698.17	Monthly
				$ 205,004.47	$ 215,254.69	$ 226,017.43	$ 237,318.30	$ 243,251.26	$ 249,332.54	$ 255,565.85	$ 261,955.00	$ 268,503.87	$ 275,216.47	$ 282,096.88	$ 289,149.31	$ 296,378.04	Annually
345				$ 103.49	$ 108.66	$ 114.10	$ 119.80	$ 122.80	$ 125.86	$ 129.01	$ 132.24	$ 135.54	$ 138.93	$ 142.40	$ 145.96	$ 149.61	Hourly
				$ 8,279.03	$ 8,692.98	$ 9,127.63	$ 9,584.01	$ 9,823.61	$ 10,069.20	$ 10,320.93	$ 10,578.95	$ 10,843.43	$ 11,114.51	$ 11,392.37	$ 11,677.18	$ 11,969.11	Bi-weekly
				$ 17,937.89	$ 18,834.79	$ 19,776.53	$ 20,765.35	$ 21,284.49	$ 21,816.60	$ 22,362.01	$ 22,921.06	$ 23,494.09	$ 24,081.44	$ 24,683.48	$ 25,300.56	$ 25,933.08	Monthly
				$ 215,254.69	$ 226,017.43	$ 237,318.30	$ 249,184.22	$ 255,413.82	$ 261,799.17	$ 268,344.15	$ 275,052.75	$ 281,929.07	$ 288,977.30	$ 296,201.73	$ 303,606.77	$ 311,196.94	Annually
346				$ 108.66	$ 114.10	$ 119.80	$ 125.79	$ 128.93	$ 132.16	$ 135.46	$ 138.85	$ 142.32	$ 145.88	$ 149.52	$ 153.26	$ 157.09	Hourly
				$ 8,692.98	$ 9,127.63	$ 9,584.01	$ 10,063.21	$ 10,314.79	$ 10,572.66	$ 10,836.98	$ 11,107.90	$ 11,385.60	$ 11,670.24	$ 11,961.99	$ 12,261.04	$ 12,567.57	Bi-weekly
				$ 18,834.79	$ 19,776.53	$ 20,765.35	$ 21,803.62	$ 22,348.71	$ 22,907.43	$ 23,480.11	$ 24,067.12	$ 24,668.79	$ 25,285.51	$ 25,917.65	$ 26,565.59	$ 27,229.73	Monthly
				$ 226,017.43	$ 237,318.30	$ 249,184.22	$ 261,643.43	$ 268,184.51	$ 274,889.13	$ 281,761.35	$ 288,805.39	$ 296,025.52	$ 303,426.16	$ 311,011.81	$ 318,787.11	$ 326,756.79	Annually
347				$ 114.10	$ 119.80	$ 125.79	$ 132.08	$ 135.38	$ 138.77	$ 142.24	$ 145.79	$ 149.44	$ 153.17	$ 157.00	$ 160.93	$ 164.95	Hourly
				$ 9,127.63	$ 9,584.01	$ 10,063.21	$ 10,566.37	$ 10,830.53	$ 11,101.29	$ 11,378.82	$ 11,663.29	$ 11,954.88	$ 12,253.75	$ 12,560.09	$ 12,874.09	$ 13,195.95	Bi-weekly
				$ 19,776.53	$ 20,765.35	$ 21,803.62	$ 22,893.80	$ 23,466.14	$ 24,052.80	$ 24,654.12	$ 25,270.47	$ 25,902.23	$ 26,549.79	$ 27,213.53	$ 27,893.87	$ 28,591.22	Monthly
				$ 237,318.30	$ 249,184.22	$ 261,643.43	$ 274,725.60	$ 281,593.74	$ 288,633.58	$ 295,849.42	$ 303,245.66	$ 310,826.80	$ 318,597.47	$ 326,562.40	$ 334,726.46	$ 343,094.63	Annually

City of Wildomar Pay Plan
Effective February 11, 2023
Pending City Council Approval

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
401	City Manager	Exempt	Executive				$ 117.79				**Contract Position**				$ 117.79	$ 117.79	Hourly
							$ 9,423.08								$ 9,423.08	$ 9,423.08	Bi-weekly
							$ 20,416.67								$ 20,416.67	$ 20,416.67	Monthly
							$ 245,000.00								$ 245,000.00	$ 245,000.00	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	$ 100.00	Hourly

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: November 9, 2022

SUBJECT: Civic Center Site Selection Discussion #2

SUBMITTED BY: Daniel A York

PREPARED BY: Daniel York, City Manager

ACTION:
Receive and File the report. Provide Direction relative to:
1. Purchase the 20 acre Anne Sullivan parcel for use as a passive park.
2. Designate Site #2 as the location for a Field Operations Center.
3. Preference to pursue Site #3 or Site #4 for a future civic center or wait for another location.
4. Continue the civic center discussions as part of the FY 23/24 budget workshops.

SUMMARY:
Refine conceptual site plans with order of magnitude planning cost estimates as directed at the August 10, 2022 City Council discussion for a City Hall site selection.

BACKGROUND:
The City Council provided input on various possible sites for a future civic center on August 10, 2022 and directed staff to bring the item back with planning cost estimates.

DISCUSSION:
The planning cost assumptions in the below narrative uses calendar year 2025 estimates. If the city was able to afford construction of a civic center and if a site was selected for site design at this time, then calendar year 2025 would be the soonest that construction could start.

Site #2 located at the Wildomar Cemetery District was considered as manufactured, building modules for a civic center and a public works field office/yard. The site as discussed August 10, 2022 was the least desired location for a civic center. The function and location of the parcel offer synergies as a combined Field Operations Center for the cemetery, community services and public works staff. Part of the cemetery's vacant parcels have historically been used for a variety of public services for sand bags, street sign storage, waste bin storage and special event parking. Therefore a Conceptual Site Plan has been prepared showing a Field

Operations Center based on traditional framed construction estimated at $9.6 million. The site can be developed in phases from site improvements, paved parking, security fencing and temporary trailers for public works crews to indoor supply storage and ultimately traditional framed construction for all field operations. The city will be required to continue contracting for public works maintenance crews until a public works yard is constructed.

Site #3, a 20 acre vacant parcel part of the Anne Sullivan school was a highly desirable location as discussed at the August 10, 2022 meeting. The previous conceptual plan placed the civic center in the heart of the parcel limiting passive park usage and was deemed a negative on the site layout. Therefore, the refined site plan locates the facility closer to Palomar Street to retain a larger passive park area. The Public Works Storage building was removed and a community park was added in the front of the civic center complex where the Wildomar Fault is located. The complex considers a build out capacity of 36,000 square feet. The estimate based on conventional framed construction and park improvements is $40,700,000. It is estimated that 20,000 square feet best suites existing staffing levels growing to 24,0000 square feet in the next 3-5 years. The purchase price of the land is $2,500,000. The site can be developed in phases (ie. initially as a passive park, manufactured building modules, conventional framed construction for 24,000 square feet, etc.).

Site #3 has a General Plan Land Use - Medium Density Residential that if developed would be about 50 homes yielding approximately $30,000/year in General Fund property tax revenue. Site #3 also falls within the City's Park Master Plan (2015) as a Proposed Neighborhood Park. The Parks Master Plan identified the city needing 96 acres of parks. Currently the city has about 53 acres of parks (15 acres developed, 38 acres undeveloped).

Site #4, a 10 acre vacant parcel of land between I-15 and the southerly extension of Hidden Springs and adjacent to Wildomar Square commercial center and the 165 acre vacant commercial retail parcel to the south was a highly desirable location as discussed at the August 10, 2022 meeting. The proposed city hall will be a three story 36,000 sf building within a civic center complex including 4 to 5 story parking structure, apartments, restaurant and drive throughs. The cost to construct the civic center complex is $153,000,000. The current General Plan Land Use is Commercial Retail with a Community Center Overlay. Development of the parcel estimates $158,000/yr in property tax revenue and $100,000/yr in sales tax revenue.

A private developer would construct Site #4 that would require Planning Commission and City Council approval including execution of a Development Agreement that includes terms for a Lease-Purchase of the city hall. The annual cost for a lease/purchase and expenses (pro rata share of property maintenance, taxes and insurance) is estimated a $1,000,000/yr. for 30 years based on a $3,000,000 initial payment.

FISCAL IMPACT:
The city is not in a financial position to commit to construct a new city hall before the existing lease expires in December 2024.

The city currently leases 16,549 sf at an agreement cost of $476,700 (FY 22/23) for the lease and expenses (pro rata share of property maintenance, taxes and insurance). The current lease expires December 31, 2024.

The city currently has about $7,500,000 of un-allocated ARPA funds that must be appropriated by December 31, 2024.

Staff estimates that if the city sought a loan, a lender could approve $5,000,000 net proceeds for an annual cost of $475,000/year. For reference to borrow for net proceeds of $20,000,000 the annual cost is $1,290,000/yr. for 30 years. Net proceeds of $30,000,000 the costs $1,930,000/yr.

Staff estimates that at the mid-year budget (February 8, 2023) that we will amend (increase) sales tax revenue projections from the approved budget figure of $2,492,600 to $3,100,000 for FY 22-23. Projections for FY 23/24 and FY 24/25 are expected to dip slightly to $3,000,000 each year. Staff is working on a more comprehensive analysis of our 5-year revenue and expenditure projections for the mid-year budget discussion.

ATTACHMENTS:
Site #2.pdf
Site #3.pdf
Parks Master Plan.pdf
Site#4.pdf
Civic Center Discussion #2 Cost Slides.pptx



ESTIMATED BUILDING COST

BUILDING SQUARE FOOTAGE -	7,880 SQ. FT
COST PER SQUARE FOOT -	$515
GENERAL CONDITIONS -	10%
DESIGN CONTINGENCY -	10%
ESCALATION -	7%
GC OVERHEAD AND PROFIT -	10%
TOTAL COST PER SQUARE FOOT -	$720

TOTAL - $5,700,000

ESTIMATED SITE COST

LANDSCAPE ACREAGE -	1.7 ACRES
LANDSCAPE COST PER ACRE -	$1.1 MIL. / ACRE

TOTAL - $1,900,000

ESTIMATED PARKING COST

COMMUNITY SERVICES PARKING -	102 SPACES
COMMUNITY SERVICES HARDSCAPE -	2 ACRES @ $1 MIL / ACRE

TOTAL - $2,000,000

ESTIMATED TOTAL PROJECT COST - $9,600,000

WILDOMAR CITY HALL SITE PLAN
CONCEPTUAL SITE PLAN - COMMUNITY SERVICES

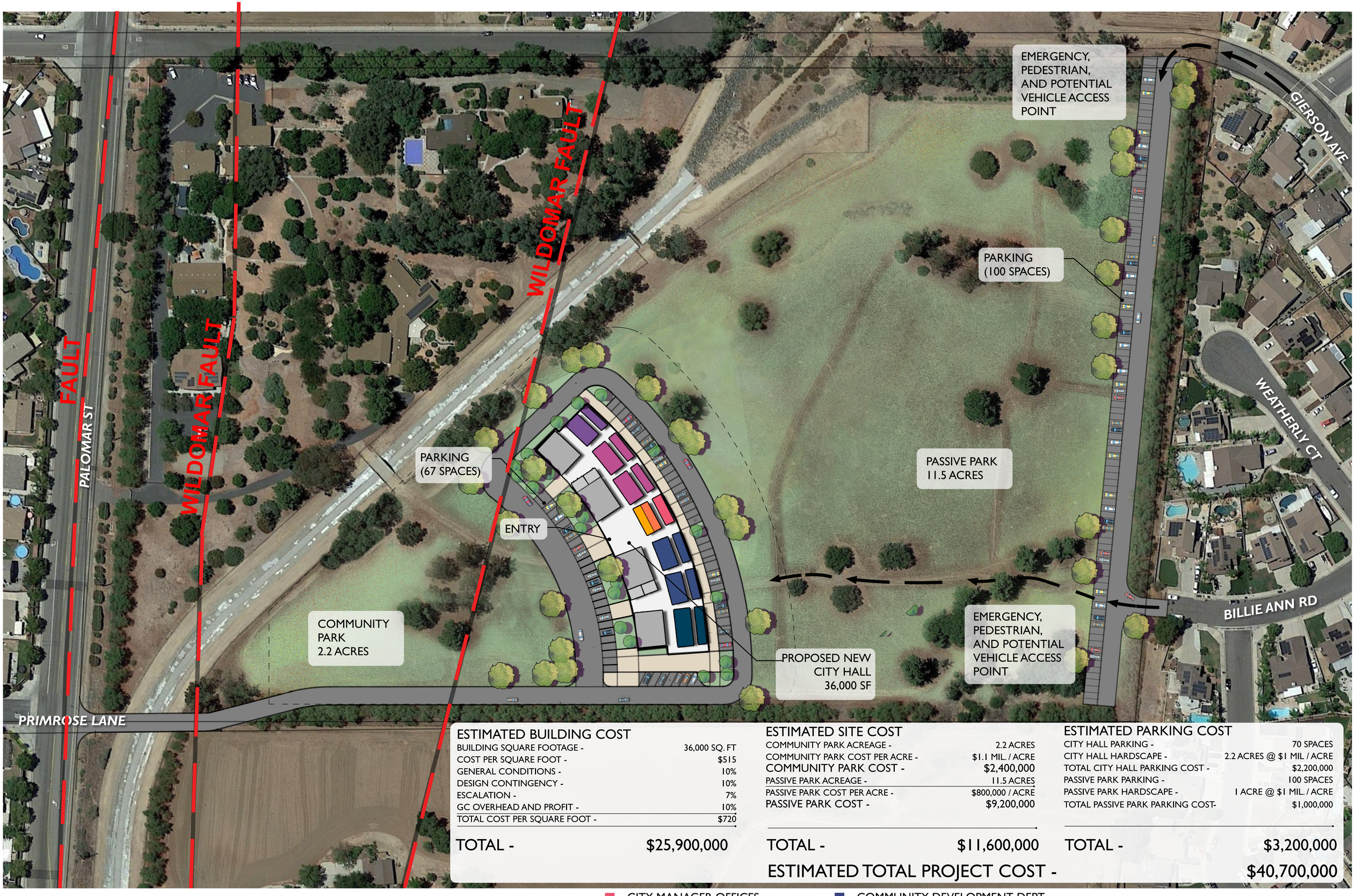
WILDOMAR, CA

- PARKS AND RECREATION OFFICES
- COMMUNITY SERVICES
- PUBLIC WORKS OFFICES
- STORAGE & MEETING ROOMS

0' 25' 50' 100' 150'
SCALE 1" = 50'

OCTOBER 24, 2022

rrm design group



ESTIMATED BUILDING COST

BUILDING SQUARE FOOTAGE -	36,000 SQ. FT
COST PER SQUARE FOOT -	$515
GENERAL CONDITIONS -	10%
DESIGN CONTINGENCY -	10%
ESCALATION -	7%
GC OVERHEAD AND PROFIT -	10%
TOTAL COST PER SQUARE FOOT -	$720

TOTAL - $25,900,000

ESTIMATED SITE COST

COMMUNITY PARK ACREAGE -	2.2 ACRES
COMMUNITY PARK COST PER ACRE -	$1.1 MIL. / ACRE
COMMUNITY PARK COST -	$2,400,000
PASSIVE PARK ACREAGE -	11.5 ACRES
PASSIVE PARK COST PER ACRE -	$800,000 / ACRE
PASSIVE PARK COST -	$9,200,000

TOTAL - $11,600,000

ESTIMATED PARKING COST

CITY HALL PARKING -	70 SPACES
CITY HALL HARDSCAPE -	2.2 ACRES @ $1 MIL / ACRE
TOTAL CITY HALL PARKING COST -	$2,200,000
PASSIVE PARK PARKING -	100 SPACES
PASSIVE PARK HARDSCAPE -	1 ACRE @ $1 MIL. / ACRE
TOTAL PASSIVE PARK PARKING COST-	$1,000,000

TOTAL - $3,200,000

ESTIMATED TOTAL PROJECT COST - $40,700,000

WILDOMAR CITY HALL SITE PLAN

CONCEPTUAL SITE PLAN - SITE 3

WILDOMAR, CA

- CITY MANAGER OFFICES
- CITY CLERK'S OFFICES
- ECONOMIC DEVELOPMENT DEPT.
- ADMINISTRATIVE SERVICES DEPT.
- COMMUNITY SERVICES &
- COMMUNITY DEVELOPMENT DEPT.
- PUBLIC WORKS DEPT.
- COUNCIL CHAMBERS
- MEETING ROOMS

0' 25' 50' 100' 150'

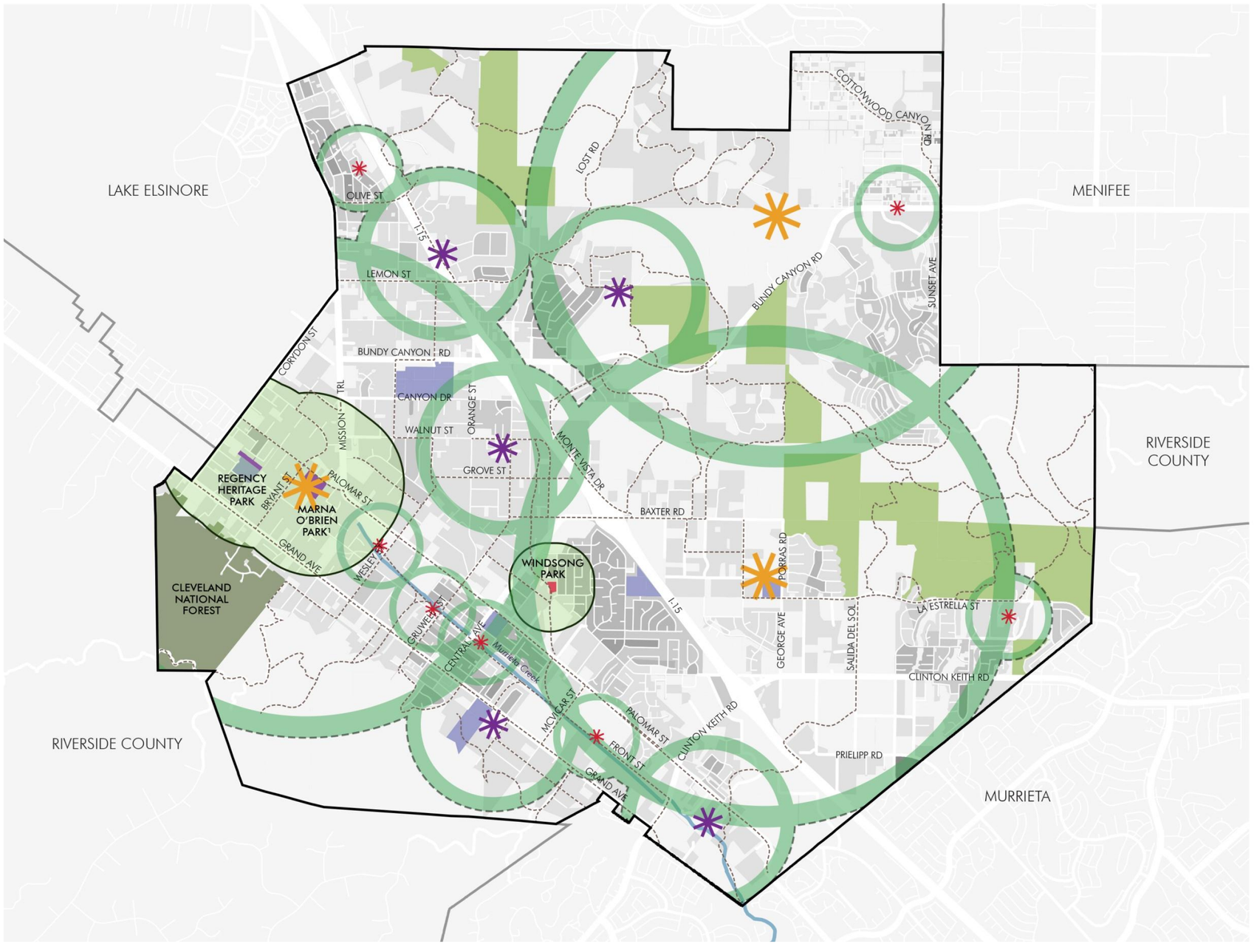
SCALE 1" = 50'

OCTOBER 24, 2022

rrm design group

805

Figure 4.B: Proposed Parks Locations and Service Areas



- Wildomar City Limit
- Other Jurisdictions' Boundaries
- School

PARKS, OPEN SPACE, & OTHER NATURAL AMENITIES

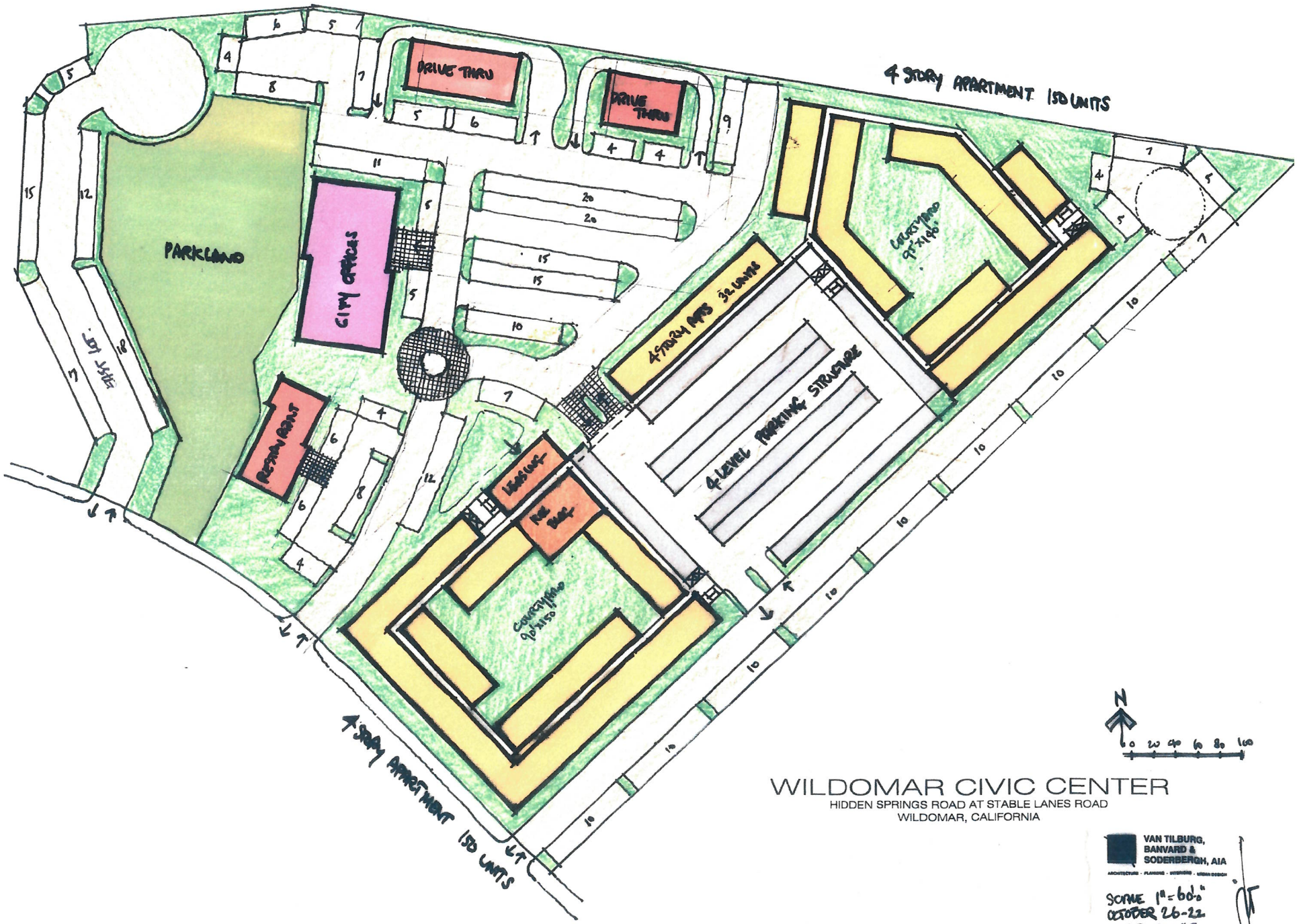
- Proposed Community Park
- Proposed Neighborhood Park
- Existing Neighborhood Park
- Proposed Mini Park
- Existing Mini Park
- Proposed Park Service Area Boundary
- Existing Park Service Area Boundary
- Cleveland National Forest
- Existing Conserved Land
- Possible Trails
- Murrieta Creek

RESIDENTS PER ACRE

- 20+
- 16-20
- 11-15
- 6-10
- 1-5
- 0

1. Marna O'Brien Park will be expanded and reclassified as a community park.

0 0.25 0.5 1.0 Miles



WILDOMAR CIVIC CENTER

HIDDEN SPRINGS ROAD AT STABLE LANES ROAD
WILDOMAR, CALIFORNIA

VAN TILBURG, BANVARD & SODERBERGH, AIA
ARCHITECTURE · PLANNING · INTERIORS · URBAN DESIGN

SCALE 1" = 60'-0"
OCTOBER 26-22
UTBS C0047



Civic Center Discussion #2

COST SUMMARIES

Available Funds

	FY 23/24	FY 24/25	FY 25/26
Adopted FY 22/23 Budget Surplus (General Fund + Measure AA)	$521,000	$551,800	$580,800
ARPA Un-Allocated Balance	$7,500,000	To be appropriated by December 2024	To be spent by December 2025

Expenditures Expecting Changes

	FY 23/24	FY 24/25	FY 25/26
Lease – 16,549 sf increase to 20,000 sf	$488,600	$580,500 Lease expires 12/31/2024	$660,600
Public Safety	10-14% increase labor	Transition from 72 hour shift to 66 hour shift (Fire)	Additional Traffic Officer (RSO) 2nd Fire Station Staffing or additional medic squad?
City Hall/Cemetery Staffing	Organic increase in existing staffing levels based on fund availability. Position survey identifies current at 45 FTE with 150% growth possible in the next 3-5 years to meet service demands.		

Capital Improvement Options

	TOTAL	FY 24/25	FY 25/26
Accelerate Pavement Maintenance and Repair Program	$5,000,000 net proceeds	$475,000	$475,000 5 years total payback
Site #2 Cemetery vacant land Field Operations Center	$9,600,000 (CY 2025 estimate)	Can be phased. First phase gravel, parking, Public Works Office trailer, security fencing est. $2,000,000 ARPA eligible	
27-acre Park Phase I	$4,100,000 (2021 estimate) Construction plans in 75-90% phase estimates have not been updated. ARPA eligible. Currently pursuing a grant requiring a 50% match		

Civic Center Options

	TOTAL	FY 24/25	FY 25/26
Site #3 Anne Sullivan Parcel 20 Acres Acquisition	$2,500,000 (FY 22/23 Appraisal) Time constraint on purchase	ARPA eligible for one time payment. Allowance available for five $500,000 payments.	
Site #3 Civic Center + Parks	$40,700,000 (CY 2025 estimate)	Civic Center Only phased for 24,000 sf	$1,290,000 (30 Years)
Site #4 Civic Center Plaza I-15 near Clinton Keith	$153,000,000 Private Investment City Hall $20-25,000,000	$3,000,000 down payment ARPA eligible. Requires Development Agreement	$1,000,000 (30 Years) Revenue Increases Property Tax $158,000/yr Sales Tax $100,000/yr

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: November 9, 2022

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

ACTION:

Title- Councilmember-Anticipated Date

~~1. Street Signage – Benoit - Nov 2022~~

~~2. Sidewalk Vending Process – Moore – Nov 2022~~

3. Firework Ordinance - Morabito - Jan 2023

4. Clinton Keith Road on/off Ramp Maintenance - Moore - Jan 2023

5. Specifications for Little Free Library and other community donated items - Morabito - Feb 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.1
Meeting Date: November 9, 2022

SUBJECT: Minutes- October 12, 2022, Regular Meeting

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Approve minutes as presented.

ATTACHMENTS:
Minutes

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, OCTOBER 12, 2022
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

REGULAR SESSION 6:00 PM

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular meeting was called to order by Chair Benoit at 8:00 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

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

PUBLIC COMMENTS

None

BOARD COMMUNICATIONS

None

APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the agenda as presented.

4. CEMETERY CONSENT CALENDAR

Moved by Bridgette Moore; seconded by Joseph Morabito to Approve all items on the consent calendar

Motion Approved: 4 - 0
Voting Against: None
Abstain: None
Absent: Dustin Nigg

4.1 Minutes-September 14, 2022, Regular Meeting

Approved minutes as presented.

4.2 Warrant Register Cemetery September 2022
Approved the following:

For the Fiscal Year 2022/2023
Warrant Register dated 09-01-2022 in the amount of $218.11.
Warrant Register dated 09-15-2022 in the amount of $4,899.92.
Warrant Register dated 09-29-2022 in the amount of $606.56.

5. CEMETERY PUBLIC HEARINGS
None Scheduled

6. General Business
No scheduled Items

CEMETERY GENERAL BUSINESS
No items scheduled

GENERAL MANAGER REPORT
None

FUTURE AGENDA ITEMS
None

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING
There being no further business Chair Benoit adjourned the meeting at 8:01 p.m.

Submitted by:	Approved by:
_____	_____
Janet Morales, CMC Board Clerk	Ben J. Benoit Chair

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: November 9, 2022

SUBJECT: Warrant Register Cemetery October 2022

SUBMITTED BY: Robert Howell

PREPARED BY: Nicholas Neidiffer , Accounting Specialist

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 10-06-2022 in the amount of $362.91.
2. Warrant Register dated 10-13-2022 in the amount of $4.99.
3. Warrant Register dated 10-27-2022 in the amount of $4,398.26.

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

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

ATTACHMENTS:
Warrant Reg CEM Oct 2022 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215682	10/6/2022	000367 CINTAS CORPORATION	4124501212		STAFF UNIFORM & TOWEL MAINTENANCE	105.61
			4125110820		STAFF UNIFORM & TOWEL MAINTENANCE	105.61
			4132645531		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
					Total :	**288.94**
215683	10/6/2022	000941 FRONTIER	91922		CEMETERY VOICE/INTERNET SVC 09/19/22-10/	73.97
					Total :	**73.97**
	2 Vouchers for bank code :	wf			**Bank total :**	**362.91**
	2 Vouchers in this report				**Total vouchers :**	**362.91**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215716	10/13/2022	000790 SPARKLETTS	10822		THROUGH 10/08/22 DRINKING WATER - CEMETE	4.99
					Total :	**4.99**

1 Vouchers for bank code : wf **Bank total :** **4.99**

1 Vouchers in this report **Total vouchers :** **4.99**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215773	10/27/2022	000367 CINTAS CORPORATION	4133335313		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
			4134009717		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
			4134697349		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
			4135395453		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
					Total :	**310.88**
215774	10/27/2022	000011 CR&R INC.	352224		OCT. 2022 WASTE SERVICES - 3 YD COMMERCI	447.78
					Total :	**447.78**
215775	10/27/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11936048		08/19/22-09/19/22 CEMETERY WATER SERVICE	2,109.70
			CHECK214895		CREDIT CHECK 214895 04/07/22	-822.96
					Total :	**1,286.74**
215776	10/27/2022	000186 RIGHTWAY	313501		CEMETERY RESTROOM MAINTENANCE/SERVICE 9/	449.55
					Total :	**449.55**
215777	10/27/2022	001680 STOTZ EQUIPMENT	W18182		CEMETERY EQUIPMENT REPAIR	1,282.81
					Total :	**1,282.81**
215778	10/27/2022	001258 SUNBELT RENTALS, INC.	131551356-0001		CEMETERY EQUIPMENT RENTAL	127.51
			131922558-0001		CEMETERY EQUIPMENT RENTAL	235.90
					Total :	**363.41**
215779	10/27/2022	000378 TEMECULA VALLEY PIPE & SUPPLY	622984		CEMETERY DEPT SUPPLIES	58.03
					Total :	**58.03**
215780	10/27/2022	000219 WESTERN FIRE CO., INC.	58920		ANNUAL FIRE EXTINGUISHER SERVICES	199.06
					Total :	**199.06**

8 Vouchers for bank code : wf **Bank total :** **4,398.26**

8 Vouchers in this report **Total vouchers :** **4,398.26**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: November 9, 2022

SUBJECT: September 2022 Cemetery Treasurers Report

SUBMITTED BY: Robert Howell

PREPARED BY: Adam Jantz, Senior Administrative Analyst

ACTION:
Staff recommends that the Board of Trustees approve the Treasurer's Report for September 2022.

SUMMARY:
September 2022 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of September 2022.

FISCAL IMPACT:
None.

ATTACHMENTS:
September 2022 Cemetery Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
September 2022

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 242,263.31	$ 242,263.31	$ 242,263.31	100.00%	0	Variable
TOTAL	$ 242,263.31	$ 242,263.31	$ 242,263.31	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 249,225.66	$ -	$ (6,962.35)	$ 242,263.31	Variable
TOTAL	$ 249,225.66	$ -	$ (6,962.35)	$ 242,263.31	

TOTAL INVESTMENT	$ 242,263.31

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

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

Robert Howell

Robert Howell
Administrative Services Director

10/10/2022

Date