CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, DECEMBER 14, 2022
Closed Session 5:30 PM | Regular Session 6:00 PM

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

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

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

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

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

CALL TO ORDER CLOSED SESSION - 5:30 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

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

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

A. SPECIAL ORDER OF BUSINESS

A.1 Declaring Election Results of the November 8, 2022 General Municipal Election

Presented By: Janet Morales

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

SPECIAL PRESENTATIONS
1. Recognition from the City Council to Ben J. Benoit for his years of service and serving as Mayor for 2022.

2. Recognition from other agencies to Ben J. Benoit for his years of service to the region and community.

SWEAR IN COUNCIL MEMBERS
The City Clerk or designee will deliver the Oath of Office to Council Members- Elect in District 1, 3 and 5.

REFRESHMENT BREAK

RECONVENE THE CITY COUNCIL MEETING

ROLL CALL

3. GENERAL BUSINESS

3.1 Appointment of Mayor and Mayor Pro Tem for 2023

RECOMMENDATION:
Appoint a Mayor and Mayor Pro Tem for 2023.

PRESENTATIONS
1. Elsinore Valley Municipal Water District- Septic to Sewer Presentation
2. Event Sponsor and City Partnership Recognition
3. Holiday Lights Contest Winners
4. 10 years of Service Recognition - Matthew Bassi

DEPARTMENT REPORTS

1. Police Department Quarterly Update

RECOMMENDATION:
Receive and file the report.

2. Fire Department Quarterly Update

RECOMMENDATION:
Receive and file the report.

3. Wildomar Library Quarterly Update

RECOMMENDATION:
Receive and file the report.

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. Southwest Community Financing Authority (Animal Shelter)
12. 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- October 12, 2022, Regular Meeting

Presented By: Jandi Aguilar

RECOMMENDATION:

Approve the minutes as presented.

1.3 Warrant Register November 2022

Presented By: Robert Howell

RECOMMENDATION:

Approve the following:

For Fiscal Year 2021/2022

1. Warrant Register dated 11-10-2022 in the amount of $998.93.
2. Warrant Register dated 11-17-2022 in the amount of $1,210.91.

For Fiscal Year 2022/2023

1. Warrant Register dated 11-03-2022 in the amount of $847,538.23.
2. Warrant Register dated 11-10-2022 in the amount of $99,316.78.
3. Warrant Register dated 11-17-2022 in the amount of $943,111.20.
4. Warrant Register dated 11-23-2022 in the amount of $43,690.49.
5. Wire Transfer Register dated 11-30-2022 in the amount of $12,083,411.22.
6. Payroll Register dated 12-01-2022 in the amount of $251,859.30.

1.4 October 2022 Treasurers Report

Presented By: Robert Howell

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for October 2022.

1.5 General Plan Update Progress Report #6

Presented By: Matthew Bassi

RECOMMENDATION:

Receive and File the report.

1.6 Road Construction Updates

Presented By: Jason Farag

RECOMMENDATION:

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

1.7 Updating City's Conflict of Interest Code
Presented By: Janet Morales

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS AND EMPLOYEES OF THE CITY OF WILDOMAR

1.8 Community Event Partnership Policy
Presented By: Daniel Torres

RECOMMENDATION:
Staff recommends that the City Council approve the Community Event Partnership Policy

1.9 Popeyes Restaurant â€“ Public Improvement Agreement

RECOMMENDATION:
Authorize the City Manager to execute the Public Improvement Agreement with DMSD Cajun Properties, LLC.

1.10 Planning Commission Meeting Starting Time Change
Presented By: Matthew Bassi

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DESIGNATING THE TIME, DATE, AND LOCATION OF PLANNING COMMISSION MEETINGS; AND REPEALING RESOLUTION NO. 2012-33

1.11 Professional Service Agreement for Laserfiche with Complete Paperless Solutions (CPS).
Presented By: Janet Morales

RECOMMENDATION:
Authorize the City Manager to execute the agreement with Complete Paperless Solutions (CPS).

1.12 Allocation of Non-Profit Replacement Funding for Fiscal Year 2022/2023
Presented By: Robert Howell

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE BUDGETED ALLOCATION OF $17,500 FOR NON-PROFIT/CDBG REPLACEMENT FUNDING FOR FISCAL YEAR 2022/2023

1.13 City Holiday Calendar for 2023
Presented By: Robert Howell

RECOMMENDATION:
Receive and file the 2023 City Holiday Calendar

1.14 Right-of-Way Settlement Agreements for the Bundy Canyon Rd. Improvement Project (Segment 1), CIP 026-1
Presented By: Jason Farag

RECOMMENDATION:
Authorize the City Manager to execute two Settlement Agreements related to right-of-way impacts caused by the Bundy Canyon Rd. Improvement Project, Segment 1.

2. PUBLIC HEARINGS

2.1 **Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 2**

Presented By: Emily Stadnik

RECOMMENDATION:

1. Open the public hearing;
2. Take testimony;
3. Close the public hearing;
4. Adopt Resolution entitled:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 2)

5. Hold the election;
6. Canvass the election; and
7. Adopt a Resolution entitled:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 2)

2.2 **Establishment of Community Facilities District No. 2022-3 (KB Homes Verano), Public Hearing**
Presented By: Emily Stadnik

RECOMMENDATION:
Adopt the following Resolutions:

RESOLUTION NO. 2022 - ___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

RESOLUTION NO. 2022 - ___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $7,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

And

RESOLUTION NO. 2022 - ___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

Introduce and read by title only:

ORDINANCE NO. ____
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

3. GENERAL BUSINESS

3.2 **Committees, Commissions, and Board Appointments for 2023**
Presented By: Janet Morales

RECOMMENDATION:
1. Review the list of committees, commissions, and boards, update appointments, and/or add or remove committees as necessary.
2. Consider appointing two members to serve on a regional homeless task force committee.

3.3 **401(a) Governmental Deferred Compensation through MissionSquare Retirement (formally ICMA-RC)**
Presented By: Robert Howell

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IMPLEMENTING A 401(A) GOVERNMENTAL DEFERRED COMPENSATION PLAN THROUGH MISSIONSQUARE RETIREMENT

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:
Title- Councilmember-Anticipated Date
1. Firework Ordinance - Morabito - Feb 2023
2. Clinton Keith Road on/off Ramp Maintenance - Moore - Jan 2023
3. Specifications for Little Free Library and other community donated items - Morabito - Feb 2023
4. Amend Fencing Requirements - Benoit - TBD
5. Amend Multi-Family Design Guidelines - Benoit - TBD

ADJOURN THE CITY COUNCIL MEETING TO AN ADJOURNED REGULAR MEETING ON JANUARY 18, 2023

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 November 9, 2022-Cemetery Minutes

Presented By: Jandi Aguilar

RECOMMENDATION:

Approve the minutes as presented.

4.2 Warrant Register Cemetery November 2022

Presented By: Robert Howell

RECOMMENDATION:

Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 11-03-2022 in the amount of $176.31.
2. Warrant Register dated 11-10-2022 in the amount of $2,848.19.
3. Warrant Register(s) dated 11-17-2022 in the amount of $1,095.90.

4.3 October 2022 Cemetery Treasurers Report

Presented By: Robert Howell

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for October 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 TO AN ADJOURNED REGULAR MEETING ON JANUARY 18, 2023

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 public comment card 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. Per the Brown Act, City Council members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.

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: 12/9/2022

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: December 14, 2022

SUBJECT:	The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (3) to confer with legal counsel with regard to one matter of potential exposure to litigation.
PREPARED BY:	Thomas Jex, City Attorney/District Counsel

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # A.1
Meeting Date: December 14, 2022

SUBJECT: Declaring Election Results of the November 8, 2022 General Municipal Election

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

SUMMARY:
The City of Wildomar consolidated the City's seventh General Municipal Election with the County of Riverside. The election was held on Tuesday, November 8, 2022, for the purpose of electing one Council Member in District 1 for a full term of four years, one Council Member in District 3 for a full term of four years and one Council Member in District 5 for a full term of four years.

BACKGROUND:
CITY COUNCIL - DISTRICT 1
Mayor Benoit holds the seat in District 1 and did not pull papers to run for re-election. At the end of the extended nomination period, Chuck Jones and Carlos Marquez qualified.

CITY COUNCIL - DISTRICT 3
Mayor Pro Tem Morabito holds the seat in District 3. At the end of the nomination period, Matthew Baldwin and Joseph Morabito qualified.

CITY COUNCIL - DISTRICT 5
Council Member DePhillippo holds the seat in District 5. At the end of the Nomination Period,

she was the only candidate in that District that qualified, which meant that the City Council could appoint Council Member DePhillippo and cancel the election in District 5. The City Council called a Special Meeting on August 24, 2022 and adopted Resolution No. 2022-51, which appointed Council Member DePhillippo as if she were elected, and cancelled the election in District 5.

DISCUSSION:
The County of Riverside Registrar of Voters Office certified the election on December 1, 2022 and the official certification was received on December 6, 2022. The official results are:

Member of the City Council, District 1:
Carlos Marquez – 831
Chuck Jones – 606

Member of the City Council, District 3:
Matthew Baldwin – 579
Joseph Morabito – 1,430

At this time, it would be appropriate for the City Council to certify the election results as approved by the voters of Wildomar.

FISCAL IMPACT:
The cost to conduct the election has been budgeted for FY 2022/2023. There is no fiscal impact to declare the results.

ATTACHMENTS:
A. Resolution Certifying Election
Exhibit A to the Resolution- Canvass
B. Resolution 2022-51

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Wildomar, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as “Exhibit A”.

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

SECTION 1. That the whole number of ballots cast in the precincts for the contest of Member of the City Council District 1 was **1,631**. That the whole number of ballots cast in the precincts for the contest of Member of the City Council District 3 was **2,299**.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows:

District 1:
Carlos Marquez
Chuck Jones

District 3:
Matthew Baldwin
Joseph Morabito

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit A attached.

SECTION 4. The City Council does declare and determine that:

Carlos Marquez was elected as Member of the City Council in District 1 for the full term of four years.

Joseph Morabito was elected as Member of the City Council in District 3 for the full term of four years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; (5) The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED 14th day of December, 2022.

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

REBECCA SPENCER
Registrar of Voters

ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

CERTIFICATE OF REGISTRAR OF VOTERS TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

State of California)
) ss.
County of Riverside)

I, **REBECCA SPENCER**, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 8, 2022, as part of the Consolidated General Election in the

CITY OF WILDOMAR

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes for each candidate for elective office at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 1st day of December 2022

REBECCA SPENCER
Registrar of Voters

Matt Ceballos
Chief Deputy Registrar of Voters

1 Wildomar City Council, Council District 1

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		Registered Voters	Voters Cast	Turnout (%)		CARLOS MARQUEZ	CHUCK JONES
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Electionwide	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
California	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
41st Congressional District	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
32nd Senatorial District (Por. Org, SB, SD)	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
71st Assembly District (Por. Org)	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58

1 Wildomar City Council, Council District 1

		Registered Voters	Voters Cast	Turnout (%)	1 CARLOS MARQUEZ	1 CHUCK JONES
St Bd of Equalization 4 (Por. SB, SD, Or & Imp)	Total	3881	1631	42.03 %	831	606
311000	Total	1938	778	40.14 %	402	280
311001	Total	5	1	20.00 %	***	***
311005	Total	1348	599	44.44 %	293	236
311010	Total	209	84	40.19 %	44	32
311012	Total	381	169	44.36 %	91	58
Unincorporated - Community College Districts sub-district	Total	3881	1631	42.03 %	831	606
311000	Total	1938	778	40.14 %	402	280
311001	Total	5	1	20.00 %	***	***
311005	Total	1348	599	44.44 %	293	236
311010	Total	209	84	40.19 %	44	32
311012	Total	381	169	44.36 %	91	58
Unincorporated - Unified School Districts	Total	3881	1631	42.03 %	831	606
311005	Total	1348	599	44.44 %	293	236
311012	Total	381	169	44.36 %	91	58
Lake Elsinore Unified School Dist. TA 1	Total	1729	768	44.42 %	384	294
311000	Total	1938	778	40.14 %	402	280
311010	Total	209	84	40.19 %	44	32
Lake Elsinore Unified School Dist. TA 2	Total	2147	862	40.15 %	446	312
311001	Total	5	1	20.00 %	***	***
Unincorporated - Unified School Districts sub-district	Total	5	1	20.00 %	***	***
311000	Total	1938	778	40.14 %	402	280
311001	Total	5	1	20.00 %	***	***
311005	Total	1348	599	44.44 %	293	236
311010	Total	209	84	40.19 %	44	32
311012	Total	381	169	44.36 %	91	58
Unincorporated - Union High School Districts sub-district	Total	3881	1631	42.03 %	831	606

1 Wildomar City Council, Council District 1

						1	1
		Registered Voters	Voters Cast	Turnout (%)		CARLOS MARQUEZ	CHUCK JONES
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Elementary School Districts	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Elementary School Districts sub-district	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Riverside County	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
3rd Supervisorial District	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
City of Wildomar	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58

1 Wildomar City Council, Council District 1

						1	1
		Registered Voters	Voters Cast	Turnout (%)		CARLOS MARQUEZ	CHUCK JONES
City of Wildomar Council District #1	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Special Elections	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Unincorporated	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - California Water Districts	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Community Services Districts	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - County Water Districts sub-district	Total	3881	1631	42.03 %		831	606

1 Wildomar City Council, Council District 1

						1	1
		Registered Voters	Voters Cast	Turnout (%)		CARLOS MARQUEZ	CHUCK JONES
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Fire Districts	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Health Care Districts	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Health Care Districts sub-district	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Library Districts	Total	3881	1631	42.03 %		831	606
311001	Total	5	1	20.00 %		***	***
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Elsinore Valley Municipal Wtr.Dist.,Div 3/ Por. Orange	Total	595	254	42.69 %		136	90
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58

1 Wildomar City Council, Council District 1

						1	1
		Registered Voters	Voters Cast	Turnout (%)		CARLOS MARQUEZ	CHUCK JONES
Western Municipal Water Dist.,Division 3/Por. Orange	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Recreation & Parks Districts	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Recreation & Parks Districts sub-district	Total	3881	1631	42.03 %		831	606
311000	Total	1938	778	40.14 %		402	280
311001	Total	5	1	20.00 %		***	***
311005	Total	1348	599	44.44 %		293	236
311010	Total	209	84	40.19 %		44	32
311012	Total	381	169	44.36 %		91	58
Unincorporated - Water Agencies sub-district	Total	3881	1631	42.03 %		831	606
Contest Total		3881	1631	42.03 %		831	606

*** Indicates vote data was suppressed due to voter privacy settings.

1 Wildomar City Council, Council District 3

		Registered Voters	Voters Cast	Turnout (%)	1 MATTHEW BALDWIN	1 JOSEPH MORABITO
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
Electionwide	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
California	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
41st Congressional District	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
32nd Senatorial District (Por. Org, SB, SD)	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
71st Assembly District (Por. Org)	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
St Bd of Equalization 4 (Por. SB, SD, Or & Imp)	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
Unincorporated - Community College Districts sub-district	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833
313006	Total	2071	1015	49.01 %	289	597
Unincorporated - Unified School Districts	Total	4566	2299	50.35 %	579	1430
313003	Total	2495	1284	51.46 %	290	833

1 Wildomar City Council, Council District 3

						1	1
		Registered Voters	Voters Cast	Turnout (%)		MATTHEW BALDWIN	JOSEPH MORABITO
313006	Total	2071	1015	49.01 %		289	597
Lake Elsinore Unified School Dist. TA 1	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Union High School Districts sub-district	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Elementary School Districts	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Elementary School Districts sub-district	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Riverside County	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
3rd Supervisorial District	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
City of Wildomar	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
City of Wildomar Council District #3	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597

1 Wildomar City Council, Council District 3

						1	1
		Registered Voters	Voters Cast	Turnout (%)		MATTHEW BALDWIN	JOSEPH MORABITO
Unincorporated - Special Elections	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Unincorporated	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - California Water Districts	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Community Services Districts	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - County Water Districts sub-district	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Fire Districts	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Health Care Districts	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Health Care Districts sub-district	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597

1 Wildomar City Council, Council District 3

						1	1
		Registered Voters	Voters Cast	Turnout (%)		MATTHEW BALDWIN	JOSEPH MORABITO
Unincorporated - Library Districts	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Elsinore Valley Municipal Wtr.Dist.,Div 3/ Por. Orange	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Western Municipal Water Dist.,Division 3/Por. Orange	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Recreation & Parks Districts	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Recreation & Parks Districts sub-district	Total	4566	2299	50.35 %		579	1430
313003	Total	2495	1284	51.46 %		290	833
313006	Total	2071	1015	49.01 %		289	597
Unincorporated - Water Agencies sub-district	Total	4566	2299	50.35 %		579	1430
Contest Total		4566	2299	50.35 %		579	1430

*** Indicates vote data was suppressed due to voter privacy settings.

RESOLUTION NO. 2022 - 51

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

WHEREAS, pursuant to § 10229 of the Elections Code of the State of California, as of the close of the nomination period on August 12, 2022, in District 5, there are not more candidates than offices to be elected and that § 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated.

2. Hold the election if either no one or only one person has been nominated.

WHEREAS, the City Clerk's certification that there were not more candidates than offices to be elected in District 5 was submitted to the City Council and is attached as Exhibit A; and

WHEREAS, a notice was published on August 18, 2022 in a newspaper of general circulation pursuant to law and is attached as Exhibit B.

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

SECTION 1. That pursuant to § 10229 of the Elections Code of the State of California, the following action is being taken:

In **District 5** the following person is being appointed to the office to which she was nominated, and is considered to be the same as being elected, pursuant to § 10229(a)(3) of the Elections Code.

NAME	OFFICE	TERM
Ashlee DePhillippo	**Member of the City Council**	**Full 4 Year Term**

SECTION 2. The election scheduled to be held in District 5 on Tuesday, November 8, 2022, is now canceled.

SECTION 3. The person appointed shall qualify and take office and serve exactly as if elected at a municipal election for the office.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of August, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
INCORPORATED
July 1, 2008
STATE OF
CALIFORNIA

CITY CLERKS CERTIFICATION THAT THERE ARE NOT MORE CANDIDATES THAN OFFICES TO BE ELECTED

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that pursuant to § 10229, Elections Code of the State of California, to the following facts relating to the General Municipal Election to be held on Tuesday, November 8, 2022:

In District 5, as of the close of the nomination period on August 12, 2022, there are not more candidates than offices to be elected.

The person so nominated is: Ashlee DePhillippo

That § 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated.
2. Appoint to the office any eligible elector if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

A notice of these facts will be published on August 18, 2022, in a newspaper of general circulation in the city pursuant to § 6061 of the Government Code. After the fifth day following the date of publication, the City Council will meet to either make the appointment or direct an election to be held. The person appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

If, by the 75th day before the municipal election, no person has been appointed to the office pursuant to (1) or (2) above, the election shall be held.

If the City Council makes an appointment pursuant to § 10229, Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

Janet Morales, CMC
City Clerk
Date: August 15, 2022

NOTICE THAT THERE ARE NOT MORE CANDIDATES THAN OFFICES TO BE ELECTED AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION FOR THE CITY OF WILDOMAR

NOTICE IS HEREBY GIVEN that pursuant to § 10229 of the Elections Code of the State of California relating to the General Municipal Election in the City of Wildomar to be held on Tuesday, November 8, 2022:

In District 5, as of the close of the nomination period on August 12, 2022, there are not more candidates than offices to be elected.

The person so nominated is: Ashlee DePhillippo

That § 10229 of the Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person(s) who has/have been nominated.
2. Appoint to the office any eligible elector (voter) if no one has been nominated.
3. Hold the election if either no one or only one person has been nominated.

The City Council will meet on August 24, 2022, at 5:30 p.m. at the City of Wildomar Council Chambers, 23873 Clinton Keith Road Suite 106, Wildomar, CA, to either make the appointment or direct an election to be held. The person appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

If, by the 75th day before the municipal election, no person has been appointed to the office pursuant to (1) or (2) above, the election shall be held.

If the City Council makes an appointment pursuant to § 10229, Elections Code, the City Clerk shall not accept for filing any statement of write-in candidacy which is submitted after the appointment is made.

Janet Morales, CMC
City Clerk
Dated: August 15, 2022
The Press Enterprise: Published 8/18/22

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2022 – 51 was duly adopted at a special meeting held on August 24, 2022, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Moore, Nigg, Mayor Pro Tem Morabito, Mayor Benoit

NOES: None

ABSTAIN: DePhillippo

ABSENT: None

Janet Morales, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.1
Meeting Date: December 14, 2022

SUBJECT: Appointment of Mayor and Mayor Pro Tem for 2023

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

ACTION:
Appoint a Mayor and Mayor Pro Tem for 2023.

SUMMARY:
The City Council shall select one member of the City Council to serve as Mayor and one member of the City Council to serve as Mayor Pro Tempore by a simple majority vote of the City Council. The selection shall be on an annual basis at the first meeting of the City Council in December of each year.

DISCUSSION:
In accordance with Resolution No. 09 - 72, the Mayor and Mayor Pro Tem appointments are to be done each year at the December City Council Meeting. The term of the appointments will run the calendar year, from January 1st through December 31st of 2023.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. Resolution No. 09-72

RESOLUTION NO. 09 – 72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA , REPEALING RESOLUTION NO. 08-09 AND ESTABLISHING A METHOD FOR THE SELECTION AND APPOINTMENT OF A MAYOR AND MAYOR PRO TEMPORE

WHEREAS, the City of Wildomar was incorporated on July 1, 2008, as a General Law City of the State of California; and

WHEREAS, the City Council of Wildomar adopted Resolution 08-09 on July 1, 2008, establishing method for the selection and appointment of a mayor and mayor pro tempore for the City; and

WHEREAS, the City Council now wishes to repeal Resolution 08-09 and establish a new method for selection and appointment of a mayor and mayor pro tempore for the City in accord with the provisions of Government Code Section 36801.

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

Section 1. Repeal of Resolution 08-09. Resolution 08-09 is hereby repealed in its entirety.

Section 2. Selection of Mayor and Mayor Pro Tempore. The City Council shall select one member of the City Council to serve as Mayor and one member of the City Council to serve as Mayor Pro Tempore by a simple majority vote of the City Council. This selection shall be on an annual basis at the first meeting of the City Council in December of each year.

Section 3. Term of Office for Mayor and Mayor Pro Tempore. The Mayor and Mayor Pro Tempore serve at the pleasure of the City Council. The regular term of office for the Mayor and Mayor Pro Tempore shall be for one calendar year, commencing on January 1st and continuing through December 31st of each year. Should the Mayor or the Mayor Pro Tempore be removed, or the position vacated before his or her one year term of service is complete, a new Council Member shall be selected immediately thereafter to succeed to the office for the remainder of the one year term. Selection of the Mayor and Mayor Pro Tempore may occur at any regular, special, or adjourned meeting of the City Council.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2009.

Scott Farnam
Mayor

APPROVED AS TO FORM:

Julie Hayward Biggs
City Attorney

ATTEST:

Debbie A. Lee, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 09-72 was duly adopted at a regular meeting held on October 28, 2009, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Farnam, Mayor Pro Tem Moore, Council Members Ade, Cashman, Swanson

NOES: None

ABSTAIN: None

ABSENT: None

Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: December 14, 2022

SUBJECT: 1. Police Department Quarterly Update

PREPARED BY: Janet Morales, City Clerk

ACTION:
Receive and file the report.

ATTACHMENTS:
A. Presentation



Wildomar Sheriff's Station

3rd Quarter Stats

2022

Introduction

- Sheriff Contract and Current Staffing Levels
- Calls for Service & Response Times
- Community Services / Special Teams / Traffic

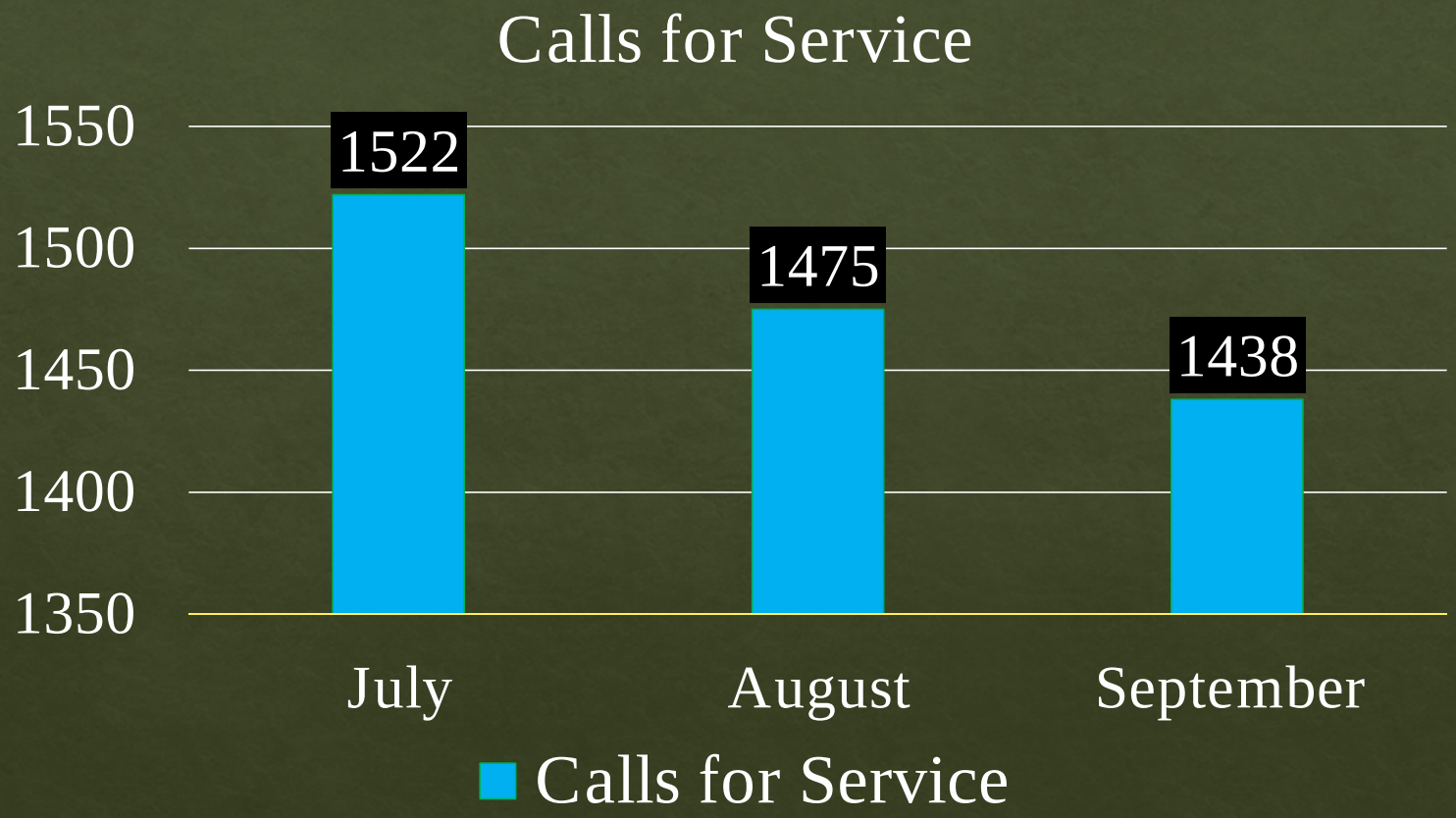
Sheriff Contract / Current Staffing Levels

Current Sheriff Contract
Overall Service Equivalent

- 19 Sworn Deputies
- 10 Non-Sworn
- 29 Total Sheriff Staff
- Access to other Resources

Calls for Service & Response Times

Calls for Service (July 22-Sept 22)





Part 1 3rd Quarter Crimes

Wildomar Part 1 Crimes	July	August	September
Murder	0	0	0
Rape	0	1	0
Robbery	0	0	1
Aggravated Assault	7	4	7
Burglary	7	5	3
Auto Theft	12	8	6
Larceny	37	30	40
Arson	0	0	0
Total Part 1 Crimes	63	48	57

Response Times

City of Wildomar Average Response Times			
Priority	July	Aug	Sept
1 - Emergency	7.90	7.41	7.17
2 - Urgent	22.07	26.40	23.23
3 - Routine	40.67	49.99	40.59
4 – Past Call	52.94	60.71	48.26

Traffic Statistics

City of Wildomar			
	July	Aug	Sept
DUI Arrests	5	9	8
Total Collisions	20	30	44
Fatal Collisions	0	0	0
Total Citations	38	80	143

Community Services / Special Teams / Traffic

Community Services - Crime Prevention - HOT

- 2 Dedicated Deputies
- 2 Community Service Officers



Community Services - Crime Prevention - HOT

- 5 Surveillance Operations
- 4 Probation Searches
- 5 Search Warrants
- Fentanyl Pill recovered – Over 400 Pills
- Methamphetamine – Over 1 ounce
- Processed Marijuana –2 lbs.
- Heroin – less than 1 ounces
- Stolen vehicles recovered – 2
- Guns – 28

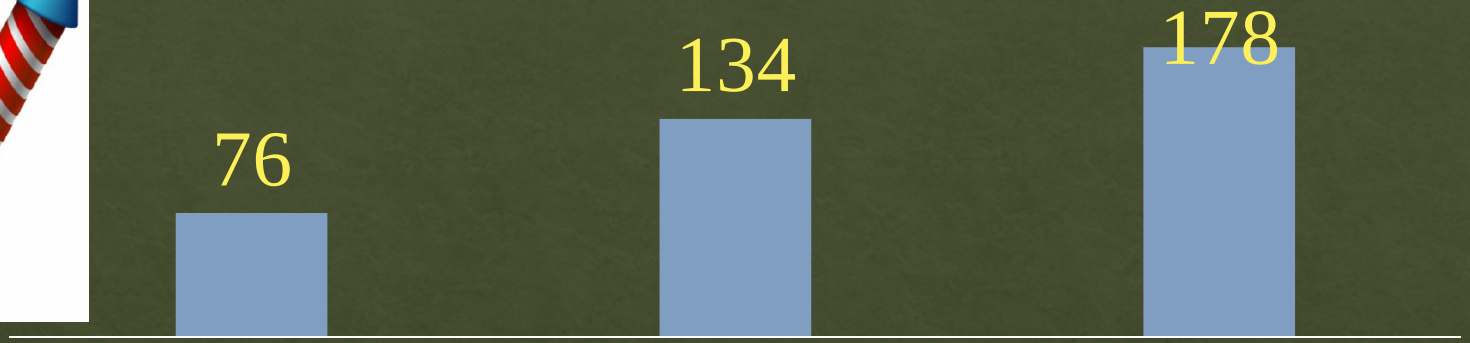
HOT/SWAG

- **12 homeless outreach operations conducted:**
- 5 people received assistance from SWAG
- 19 were arrested for various crimes
- 6 areas of concern were cleaned-up & eradicated of homeless encampments
- Narcotics & drug paraphernalia were recovered and destroyed.

Quality of Life Fireworks Calls







- 4 Citations
- 73 LBS confiscated
- Public Education
- Staged buys operations
- Targeted enforcement
- SET operations

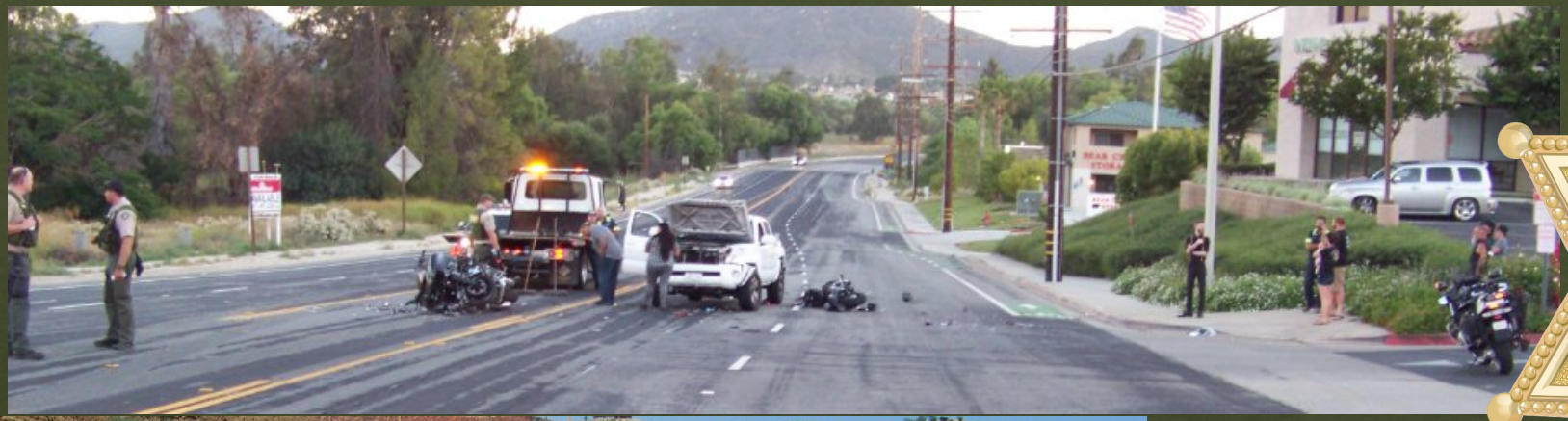


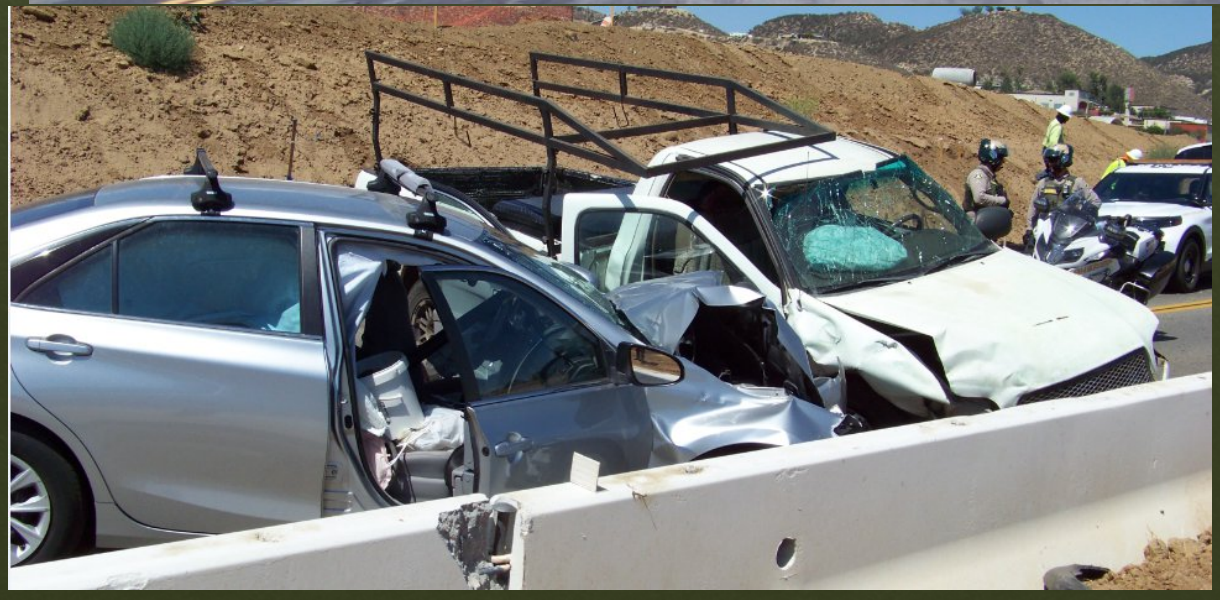
Traffic Team

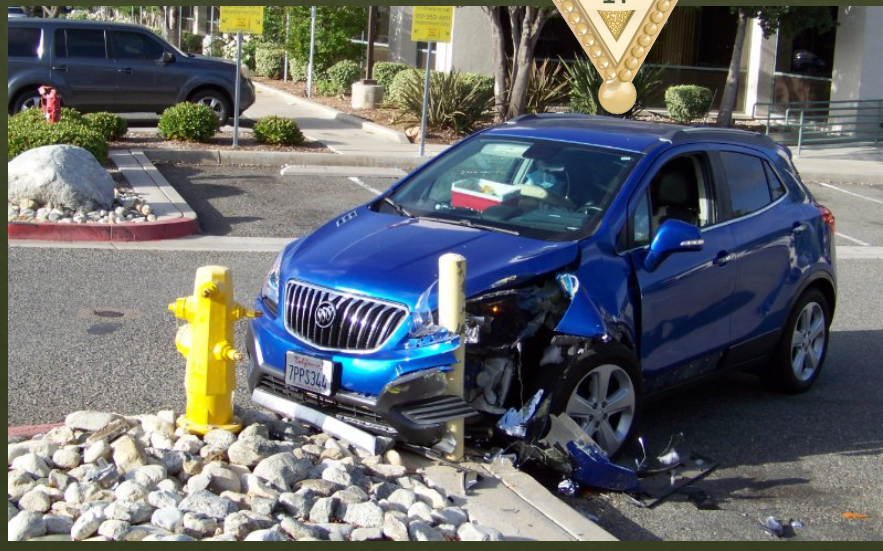
- 1 Motor



Making The Streets of Wildomar Safer







Education & Enforcement



Moving Forward

Questions?

Lieutenant Mike Portillo

333 Limited Ave.

Lake Elsinore, California 92530

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: December 14, 2022

SUBJECT: 2. Fire Department Quarterly Update

PREPARED BY: Janet Morales, City Clerk

ACTION:
Receive and file the report.

ATTACHMENTS:
A. Presentation

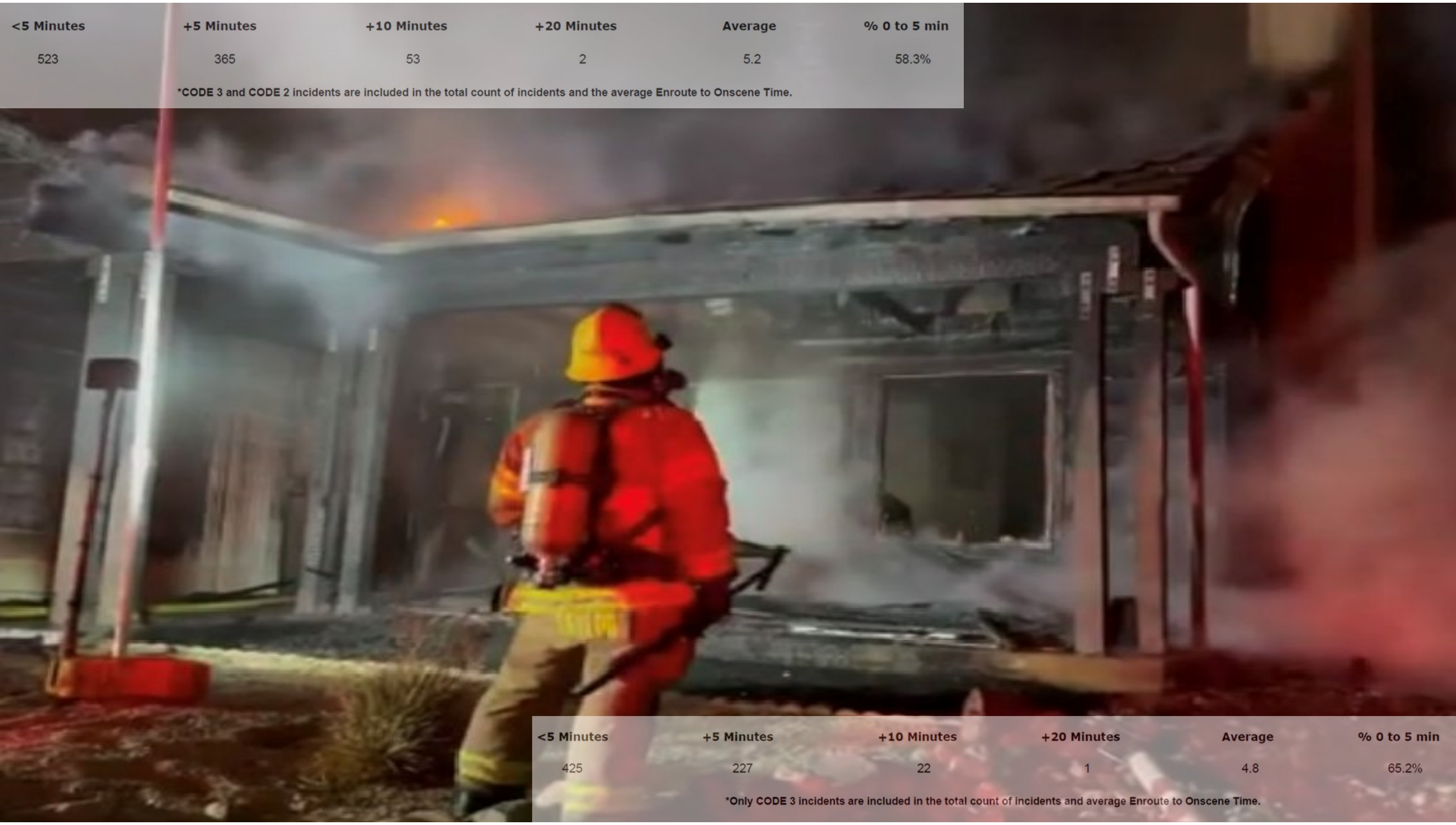


CITY OF WILDOMAR
CALFIRE/Riverside County Fire
Quarterly Report

			False Alarm	Medical	Other Fire	Other Misc	Public Service Assist	Res Fire	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 2	Station 61 Wildomar	City of Wildomar	31	461	4	6	29	2	1	6	33	2	4	579
		Station Total	31	461	4	6	29	2	1	6	33	2	4	579
	Station 94 Canyon Hill	City of Wildomar	1	30	0	0	0	0	0	0	2	1	1	35
		Station Total	1	30	0	0	0	0	0	0	2	1	1	35
	Battalion Total		32	491	4	6	29	2	1	6	35	3	5	614
Battalion 13	Station 68 Menifee	City of Wildomar	2	76	0	2	6	0	0	2	8	0	1	97
		Station Total	2	76	0	2	6	0	0	2	8	0	1	97
	Battalion Total		2	76	0	2	6	0	0	2	8	0	1	97
Battalion 15	Station 73 Rancho California	City of Wildomar	0	0	0	0	0	0	0	0	4	0	0	4
		Station Total	0	0	0	0	0	0	0	0	4	0	0	4
	Station 75 Bear Creek	City of Wildomar	12	135	2	3	9	0	0	1	18	1	1	182
		Station Total	12	135	2	3	9	0	0	1	18	1	1	182
	Battalion Total		12	135	2	3	9	0	0	1	22	1	1	186
Grand Total			46	702	6	11	44	2	1	9	65	4	7	897

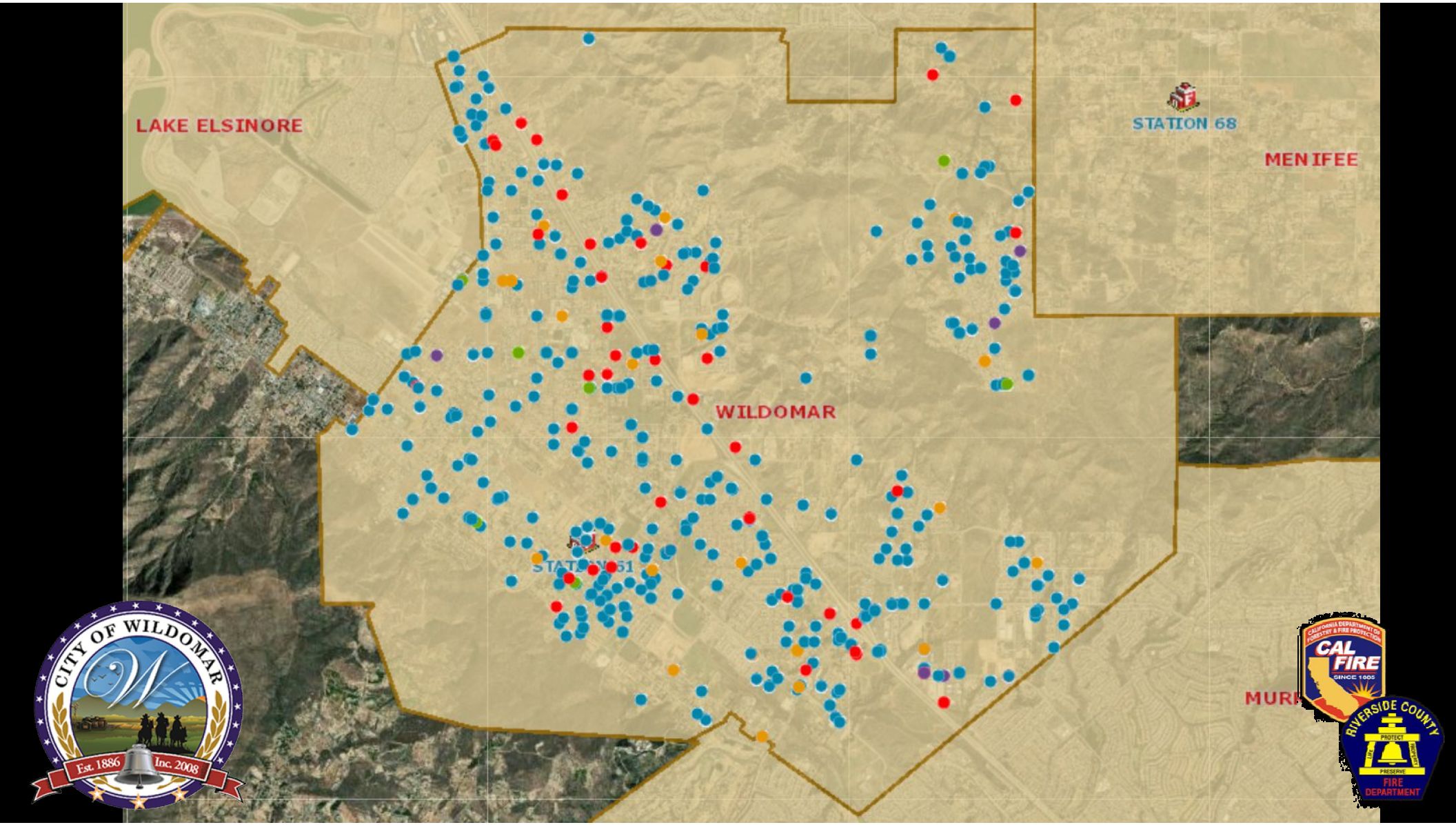
<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
523	365	53	2	5.2	58.3%

*CODE 3 and CODE 2 incidents are included in the total count of incidents and the average Enroute to Onscene Time.



<5 Minutes	+5 Minutes	+10 Minutes	+20 Minutes	Average	% 0 to 5 min
425	227	22	1	4.8	65.2%

*Only CODE 3 incidents are included in the total count of incidents and average Enroute to Onscene Time.


LAKE ELSINORE
STATION 68
MENIFEE
WILDOMAR
STATION 61
CITY OF WILDOMAR
Est. 1886
Inc. 2008
CAL FIRE
SINCE 1005
RIVERSIDE COUNTY
PROTECT
PRESERVE
FIRE
DEPARTMENT

WILDOMAR
FIRE MARSHALS OFFICE

- 77 Fire, Building and Public Works plan reviews
- 1,468 Fire Inspections
- 10 Day plan review turnaround time goal
  - Averaged 4-day turnaround.
- 2 Day Inspection turnaround time goal
  - Averaged 1-day turnaround.


Change your clocks...
Change your batteries!
November 6th

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: December 14, 2022

SUBJECT: 3. Wildomar Library Quarterly Update

PREPARED BY: Janet Morales, City Clerk

ACTION:
Receive and file the report.

ATTACHMENTS:
A. Presentation

Wildomar Library Report

Third Quarter 2022



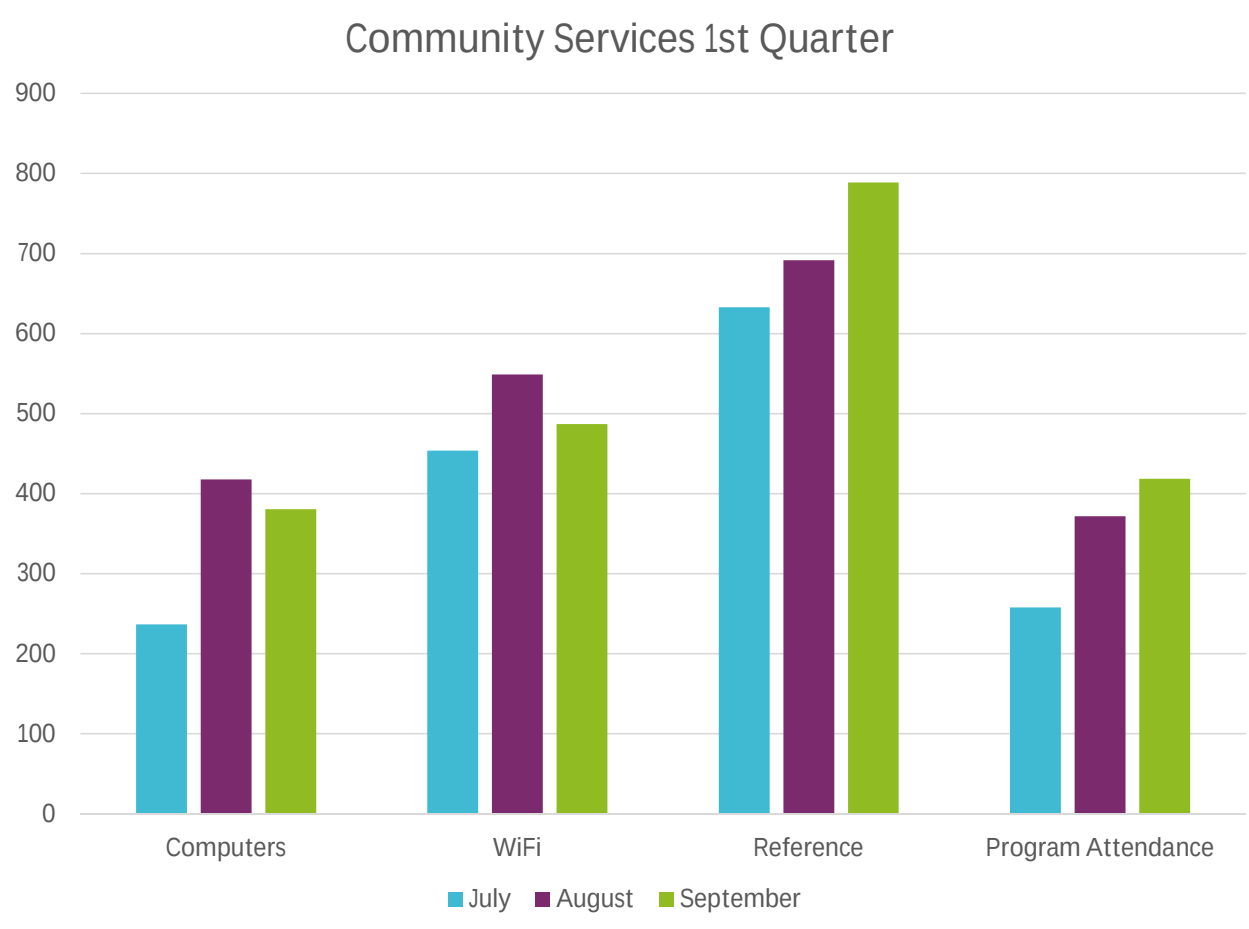
Community Services

Computer 237, 418, 381 = 1036

WiFi Use 454, 549, 487 = 1490

Reference 633,692,789 = 2114

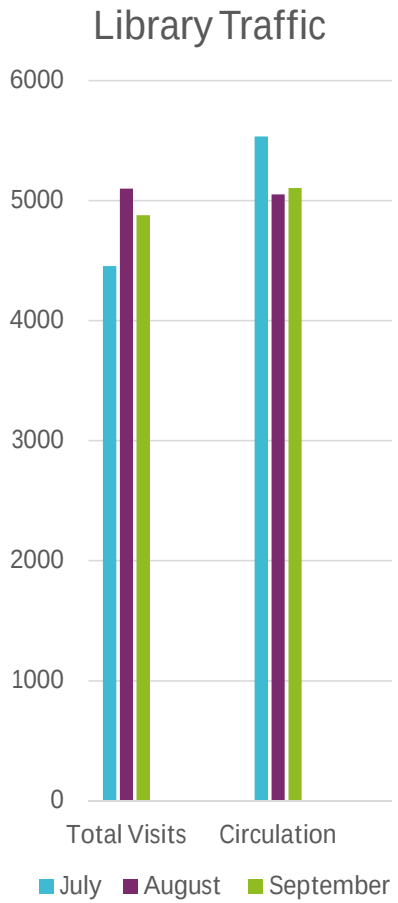
Program Attendance
258, 372, 419 = 1049



Literacy and Educational Services



- Total Visits 4455 / 5100 / 4880 Total 14,435
- Circulation 3550/ 3908 / NA Total 15,694
- Total Programs 22 / 24 / 29 Total 79
- New Memberships 74 / 96 / 136 Total 306
- Programs: Presented
  - Storytime (Preschool)
  - Toddler Free Play (Preschool STEM)
  - Reading Circle (Grades 1-3)
  - Dog Tales (K-5)
  - Fun Friday (Special Needs Adults)
  - Family Game Day (All ages)
  - Knit and Crochet (All ages)
  - Movie Night (Family)
  - Wildomar Book Club (Adult)
  - Adult Coloring (Adult)
  - Summer Reading Program (All ages)
  - Veteran Benefit Assistance
  - Zoom to the Park



Thank You
for celebrating
with us
Miss Ellie's
100th Birthday!



Contact Us!

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

Visit Us!

34303 Mission Trail, Wildomar
www.rivlib.net

Follow Us!

Facebook, Twitter, Instagram



CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: December 14, 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: December 14, 2022

SUBJECT: Minutes- October 12, 2022, Regular Meeting

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
A. 10-12-22 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
WEDNESDAY, OCTOBER 12, 2022
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

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

Members in attendance: Ben J Benoit, Joseph Morabito, Bridgette Moore

Members absent: Dustin Nigg, Ashlee DePhillippo

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

ROLL CALL
Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, and Administrative Services Director Howell

PUBLIC COMMENTS ON CLOSED SESSION
None

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

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

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

ANNOUNCEMENTS
No reportable action.

ADJOURN CLOSED SESSION
There being no further business, Mayor Benoit adjourned the Closed Session at 6:00 p.m

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

The regular session meeting was called to order by Mayor Benoit at 6:01 p.m.

ROLL CALL

Absent: Council member Dustin Nigg

Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, Administrative Analyst Aguilar, Planning Director Bassi, Administrative Services Director Howell, , Public Works Director Farag, Development Manager Stadnik, Community Services Director Torres, , Building Inspection Supervisor Burns, Senior Administrative Analyst Jantz, and Consultant Folmar.

FLAG SALUTE

The flag salute was led by council member Moore.

PRESENTATIONS

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

DEPARTMENT REPORTS

1. Planning Director Bassi presented the General Plan Update Progress Report # 4
2. Code enforcement supervisor Berroteran presented the Code enforcement update for 2021-2022
3. Administrative Services Director presented the Social Work Action Group (SWAG) update on Homelessness Activities

PUBLIC COMMENTS

The following individuals provided public comments:

1. Carlos Marquez
2. Gayl Taylor
3. Jan Mackenzie
4. Andy Morris

COUNCIL COMMUNICATIONS

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

1. 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 Joseph Morabito; seconded by Bridgette Moore to Approve all items on the consent calendar.

Motion Approved: 4 - 0
Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore
Voting Against: None
Abstain: None
Absent: Dustin Nigg

1.1 Reading of Ordinances

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

1.2 Minutes- August 10, 2022, Regular Meeting

Approved the minutes as presented.

1.3 Minutes-August 24, 2022, Special Meeting

Approved the minutes as presented.

1.4 Warrant Register September 2022

Approved the following:

For the Fiscal Year 2021/2022

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

For the Fiscal Year 2022/2023

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

1.5 August 2022 Treasurer's Report
Approved the Treasurer's Report for August 2022.

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

1.7 KB Homes Verano - Precise Grading Agreement for Models and BMP Agreements
Authorized the City Manager to execute the Precise Grading Agreement for Models and BMP Agreements with KB Home Coastal Inc.

1.8 Lennar Horizons - Precise Grading Agreement for Models, Precise Grading Agreement for Production and BMP Agreements
Authorized the City Manager to execute the Precise Grading Agreements for Models, Precise Grading Agreements for Production, and BMP Agreements with Lennar Homes of California, LLC

1.9 Popeyes Restaurant - Precise Grading Agreement and BMP Agreements
Authorized the City Manager to execute the Precise Grading Agreement and BMP Agreements with DMSD Cajun Properties, LLC.

1.10 Wildomar Shooting Range Precise Grading Agreement and BMP Agreements
Authorized the City Manager to execute the Precise Grading Agreement and BMP Agreements with KCG Blue, LLC.

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

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

2. PUBLIC HEARING
No Items Scheduled.

3. GENERAL BUSINESS

3.1 FY 2022-23 1st Quarter Budget Report

Senior Administrative Analyst Jantz presented the staff report.

City Council reviewed and accepted the Fiscal Year 2022-23 1st Quarter Report.

3.2 Setting the Public Hearing for 2022 California Building Codes

Senior Building Inspector Burns presented the staff report.

Moved by Bridgette Moore; seconded by Joseph Morabito to Introduce and Approve the first reading of 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.

Motion Approved: 4- 0
Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore
Voting Against: None
Abstain: None
Absent: Dustin Nigg

Moved by Bridgette Moore; seconded by Joseph Morabito to Introduce and Approve the first reading of 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)

Motion Approved: 4- 0
Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore
Voting Against: None
Abstain: None
Absent: Dustin Nigg

3.3 Consider a Professional Services Agreement for Website Design and Website Hosting with CivicPlus LLC.

Economic Development Director Davis presented the staff report.

The City Council:

1. Received and filed the report.
2. Directed staff to bring back a Professional Services Agreement between the City of Wildomar and CivicPlus LLC for Website Design and Website Hosting.

3.4 Investment Advisor Selection-PFM Asset Management LLC ("PFMAM")

Administrative Services Director Howell presented the report.

Moved by Bridgette Moore; seconded by Joseph Morabito to Approve the selection of PFM Asset Management LLC ("PFMAM") for the City's Investment Advisor and the City Manager to execute the agreement

Motion Approved: 4- 0
Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore
Voting Against: None
Abstain: None
Absent: Dustin Nigg

3.5 Establish Speed Zones on Gruwell Street and Palomar St.

Public Works Director Farag presented the staff report.

Ken Mayes, resident, provided public comment.

Moved by Bridgette Moore; seconded by Joseph Morabito to Introduce and waive the further reading of an Ordinance titled:

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

Motion Approved: 4- 0
Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore
Voting Against: None
Abstain: None
Absent: Dustin Nigg

CITY MANAGER REPORT

1. San Jacinto College Update

FUTURE AGENDA ITEMS.

No items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business Mayor Benoit adjourned the meeting at 8:00 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

Approved by:

_____
Joseph Morabito
Mayor Pro Tem

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: December 14, 2022

SUBJECT: Warrant Register November 2022

SUBMITTED BY: Robert Howell

PREPARED BY: Nicholas Neidiffer , Accounting Specialist

ACTION:
Approve the following:

For Fiscal Year 2021/2022
1. Warrant Register dated 11-10-2022 in the amount of $998.93.
2. Warrant Register dated 11-17-2022 in the amount of $1,210.91.

For Fiscal Year 2022/2023
1. Warrant Register dated 11-03-2022 in the amount of $847,538.23.
2. Warrant Register dated 11-10-2022 in the amount of $99,316.78.
3. Warrant Register dated 11-17-2022 in the amount of $943,111.20.
4. Warrant Register dated 11-23-2022 in the amount of $43,690.49.
5. Wire Transfer Register dated 11-30-2022 in the amount of $12,083,411.22.
6. Payroll Register dated 12-01-2022 in the amount of $251,859.30.

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 Nov 2022 Voucher Listings

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215840	11/10/2022	000054 DEPARTMENT OF TRANSPORTATION	SL220531ADD		JULY 2021-SEPT 2021 SIGNALS & LIGHTING B	998.93
					Total :	**998.93**
1	**Vouchers for bank code :**	wf			**Bank total :**	**998.93**
1	**Vouchers in this report**				**Total vouchers :**	**998.93**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215880	11/17/2022	000499 INLAND EMPIRE LANDSCAPE INC	39123		JUNE 2022 LANDSCAPE REPAIR ZONE 42	464.54
			39184		MAY 2022 LANDSCAPE REPAIR CSA 103 TRL/CE	135.00
					Total :	**599.54**
215881	11/17/2022	001835 MUNISERVICES OR, AVENUE HOLDINGS	INV06-015418		SALES & USE TAX REP0RTING SYST STARS SVC	519.99
					Total :	**519.99**
215882	11/17/2022	001004 PECHANGA BAND OF LUISENO, MISSION	17482		CONTRACTUAL SVC JUNE 2022 - CIP 059	91.38
					Total :	**91.38**
3	**Vouchers for bank code :**	wf			**Bank total :**	**1,210.91**
3	**Vouchers in this report**				**Total vouchers :**	**1,210.91**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
208	11/3/2022	001046 MUNICIPAL CONSULTING SERVICES, LLC	103022		10/03/22-10/31/22 - PROJECT CONSULTANT	4,290.00
					Total :	**4,290.00**
215782	11/3/2022	000031 AFLAC, REMITTANCE PROCESSING, CEN	200347		OCT 2022 MEDICAL INSURANCE BENEFIT	1,709.45
					Total :	**1,709.45**
215783	11/3/2022	001692 AMAZON CAPITAL SERVICES	19W4-6VR-D9VM		DEPARTMENTAL SUPPLIES	514.50
					Total :	**514.50**
215784	11/3/2022	000029 APPLEONE	01-6465727		ADMIN W/E 10/22/22	708.48
					Total :	**708.48**
215785	11/3/2022	001622 COMMERCIAL BUILDING MANAGEMENT,	69271	0000428	WILDOMAR PARK CLEANING SVC FY22/23 AS PE	4,870.71
			69272	0000428	WILDOMAR PARK CLEANING SVC FY22/23 AS PE	345.40
			69273		OCT 2022 SPECIAL EVENTS 10/15/2022	864.00
					Total :	**6,080.11**
215786	11/3/2022	000037 DATA TICKET, INC.	143078-SEPT		SEPT 2022 ONLINE/SSN CITATION PROCESSING	325.93
			143717		SEPT 2022 DAILY CITE PRROCESSING	507.91
					Total :	**833.84**
215787	11/3/2022	000022 EDISON	102822-6091		09/27/22-10/26/22 ELECTRIC 21347 COMO (L	17.81
			102822-7258		09/27/22-10/27/22 ELECTRIC 21400 PALOMAR	232.80
			102822-9129		09/21/22-10/27/22 ELECTRIC	865.87
			102822-9129CR		CREDIT 09/21/22-10/21/22 ELECTRIC 32308	-42.74
					Total :	**1,073.74**
215788	11/3/2022	001222 FOBRO CONSULTING LLC	144	0000422	CONSULTING SERVICES FOR HOMELESS PROGRAM	6,428.13
					Total :	**6,428.13**
215789	11/3/2022	000941 FRONTIER	102222		10/22/22-11/21/22 FIOS INTERNET CHARGES	175.98
					Total :	**175.98**
215790	11/3/2022	000634 HEYDAY RECORDS AND EVENTS	93022	0000429	ROOTED IN NATURE - STAGE AND SOUND	1,600.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215790	11/3/2022	000634 000634 HEYDAY RECORDS AND EVENTS	(Continued)		**Total :**	**1,600.00**
215791	11/3/2022	000499 INLAND EMPIRE LANDSCAPE INC	39626		SEPT 2022 LANDSCAPE REPAIR/REPLACE - ZON	931.63
			39627		SEPT 2022 LANDSCAPE MAINTENANCE - ZONE	10,385.44
					Total :	**11,317.07**
215792	11/3/2022	001852 LC PAVING & SEALING, INC	102122		PALOMAR & CLINTON KEITH PAY REQUEST #1	187,429.82
					Total :	**187,429.82**
215793	11/3/2022	001005 PEOPLEREADY INC	27751157		CONTRACTUAL SVC - TRUNK OR TREAT	222.68
					Total :	**222.68**
215794	11/3/2022	001107 PLACEWORKS	79768		SEPT 2022 CONTRACTUAL SVC - GP	53,043.20
			79885		SEPT 2022 CONTRACTUAL SVC - PROJECT RELA	504.00
			79887		SEPT 2022 CONTRACTUAL SVC - PROJECT RELA	1,033.35
			79888		SEPT 2022 CONTRACTUAL SVC - PROJECT RELA	1,842.50
			79889		SEPT 2022 CONTRACTUAL SVC - PROJECT RELA	126.00
			79890		SEPT 2022 CONTRACTUAL SVC - PROJECT RELA	4,007.50
			79891		SEPT 2022 CONTRACTUAL SVC - PROJECT RELA	291.75
			79892		SEPT 2022 CONTRACTUAL SVC - PROJECT RELA	95.00
					Total :	**60,943.30**
215795	11/3/2022	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000041887		CONTRACTUAL LAW ENFORCEMENT THROUGH 08/2	465,948.50
					Total :	**465,948.50**
215796	11/3/2022	001167 RRM DESIGN GROUP	1064-02-0722		PROF SVCS - CONCEPTUAL CITY HALL SITING	10,000.00
					Total :	**10,000.00**
215797	11/3/2022	001101 SIGNS BY TOMORROW	29486		WILDOMAR PUBLIC HEARING SIGN	547.50
			29581		COROPLAST SINGS REPRODUCTIONS	142.92

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
215797	11/3/2022	001101	001101 SIGNS BY TOMORROW	(Continued)		**Total :**	**690.42**
215798	11/3/2022	001306	SOCIAL WORK ACTION GROUP	0822-1022		PERMANENT SUPPORTIVE HOUSING PSH THRU 10	65,862.63
				103122		OCTOBER 2022 PSH SITE IMPROVEMENTS	8,200.00
						Total :	**74,062.63**
215799	11/3/2022	000094	STAUFFERS LAWN EQUIPMENT	301810A		MARNA O'BRIEN EQUIPMENT	217.45
						Total :	**217.45**
215800	11/3/2022	001752	THOMAS ELECTRICAL CONTRACTING	21479	0000437	ADDITIONAL WORK FOR PO #0000424	1,723.00
						Total :	**1,723.00**
215801	11/3/2022	000437	VERIZON WIRELESS	9918795048		10/23/22-11/22/22 DATA INTERNET CHARGE	867.58
				9918795049		10/23/22-11/22/22 DATA INTERNET CHARGE	154.04
						Total :	**1,021.62**
215802	11/3/2022	000006	WELLS FARGO PAYMENT REMITTANCE, (	100122		VIDEO HOSTING SOFTWARE	250.00
						Total :	**250.00**
215803	11/3/2022	000055	WRCOG	1404		FY 22/23 AB2766 CLEAN CITIES COALITION D	6,000.00
						Total :	**6,000.00**
215804	11/3/2022	000055	WRCOG	1369		FY 22/23 WRCOG MEMBER DUES	4,297.51
						Total :	**4,297.51**

24 Vouchers for bank code : wf **Bank total :** **847,538.23**

24 Vouchers in this report **Total vouchers :** **847,538.23**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
215808	11/10/2022	000033 AMERICAN FORENSIC NURSES	76579		BLOOD DRAW (1)		61.22
			76604		BLOOD DRAW (1)		61.22
			76684		BLOOD DRAW (1)		61.22
			76685		BLOOD DRAW (1)		61.22
						Total :	**244.88**
215809	11/10/2022	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	OCT.2022		OCTOBER 2022 ANIMAL CONTROL SERVICES		7,000.00
						Total :	**7,000.00**
215810	11/10/2022	000029 APPLEONE	01-6471590		ADMIN W/E 10/29/22		708.48
						Total :	**708.48**
215811	11/10/2022	001002 ARCHITERRA DESIGN GROUP	30237		09/25/22-10/24/22 SI COORDINATION		375.00
			30238		09/25/22-10/24/22 PLAN CHECK - 2ND PC		250.00
			30239		09/25/22-10/24/22 PLAN CHECK - 2ND PC		343.75
			30240		09/25/22-10/24/22 PLAN CHECK - 1ST PR		406.25
			30241		09/25/22-10/24/22 PLAN CHECK - 1ST PAR		250.00
						Total :	**1,625.00**
215812	11/10/2022	000034 BIO-TOX LABORATORIES	43468		RC SHERIFF - LAB SERVICES		384.43
			43469		RC SHERIFF - LAB SERVICES		639.15
			43520		RC SHERIFF - LAB SERVICES		51.55
						Total :	**1,075.13**
215813	11/10/2022	001330 BMW MOTORCYCLES OF RIVERSIDE	5039192		BMW MOTORCYCLE BOOTS - SHERIFF		380.61
						Total :	**380.61**
215814	11/10/2022	001748 CALIFORNIA CONSULTING, INC.	5503	0000412	GRANT WRITING SERVICE - NOVEMBER RETAINE		4,850.00
						Total :	**4,850.00**
215815	11/10/2022	000367 CINTAS CORPORATION	5131354168		CITY HALL FIRST AID & SAFETY		1,141.24
						Total :	**1,141.24**
215816	11/10/2022	000785 CORELOGIC SOLUTIONS, LLC	82150764		OCTOBER 2022 CODE ENFORCEMENT SOFTWARE		196.75
						Total :	**196.75**

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
215817	11/10/2022	000035	COUNTY OF RIVERSIDE, TLMA	TL0000016564		SEPT 2022 SLF COSTS FY22-23	526.00
						Total :	**526.00**
215818	11/10/2022	000058	DEPARTMENT OF JUSTICE	613349		SEPT. 2022 POLICE BLOOD ALCOHOL ANALYSIS	175.00
						Total :	**175.00**
215819	11/10/2022	000075	DOGGIE WALK BAGS, INC.	0103397-IN		DISPERSER BAGS - MARNA O'BRIEN	563.07
						Total :	**563.07**
215820	11/10/2022	000022	EDISON	110122-0828		10/01/22-10/31/22 ELECTRIC WILDOMAR CITY	157.32
				110122-0962		10/01/22-10/31/22 ELECTRIC CFD 2013-001	232.37
				110122-1757		10/01/22-10/31/22 ELECTRIC CFD 2013-001	187.90
				110122-4293		10/01/22-10/31/22 ELECTRIC	5,531.58
				110122-4487		10/01/22-10/31/22 ELECTRIC - 20505 PALOM	48.59
				110122-4610		10/01/22-10/31/22 ELECTRIC - CFD 2013-00	121.65
				110122-4845		10/01/22-10/31/22 ELECTRIC - CFD ZONE 2	60.82
				110122-7481		10/01/22-10/31/22 ELECTRIC	474.55
				110122-7504		10/01/22-10/31/22 ELECTRIC - CFD 2013-1	44.23
				110122-7694		10/01/22-10/31/22 ELECTRIC - CFD ZONE 3	205.73
				110122-8975		10/01/22-10/31/22 ELECTRIC - CFD ZONE 3	121.17
				110122-9127		10/01/22-10/31/22 ELECTRIC - CFD 2013-00	229.18
						Total :	**7,415.09**
215821	11/10/2022	001719	ENTENMANN-ROVIN CO.	178956		CODE ENFORCEMENT DEPT SUPPLIES	340.08
						Total :	**340.08**
215822	11/10/2022	001747	FARAG, JASON	110822		10/22/22-11/04/22 MILEAGE REIMBURSE	36.81
						Total :	**36.81**
215823	11/10/2022	000941	FRONTIER	110122		11/01/22-11/30/22 OFFICE TELEPHONE CHARG	53.15
						Total :	**53.15**
215824	11/10/2022	001325	GEOCON WEST, INC.	722070448		CIP 028-2 THROUGH 07/10/22	310.00
						Total :	**310.00**
215825	11/10/2022	000685	GREAT AMERICA FINANCIAL SERVIC	32707571		CANON COLOR COPIER SYST. #014-1780554	214.24

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215825	11/10/2022	000685 000685 GREAT AMERICA FINANCIAL SERVIC	(Continued)		**Total :**	**214.24**
215826	11/10/2022	000634 HEYDAY RECORDS AND EVENTS	11722	0000439	VETERANS DAY CONCERT 11/11/2022 - STAGE,	3,375.00
					Total :	**3,375.00**
215827	11/10/2022	001603 HONOR PLUMBING	13708		SERVICE - MARNA O'BRIEN RESTROOM	648.00
					Total :	**648.00**
215828	11/10/2022	001666 INFINITY TECHNOLOGIES	929A	0000414	INFORMATION TECHNOLOGY SUPPORT SERVICES	11,300.00
			929B	0000433	10/11/22-10/10/23 ESET PROTECT ESSENTIAL	1,750.00
			929C	0000435	CAMERA FOR WINDSONG PARK WITH 5 YEAR LIC	3,626.68
			965A	0000415	GIS CONTRACTUAL SERVICES $2000/MONTH	3,200.00
			965B	0000415	GIS CONTRACTUAL SERVICES- SPECIAL PROJEC	6,000.00
					Total :	**25,876.68**
215829	11/10/2022	000499 INLAND EMPIRE LANDSCAPE INC	39337		AUGUST 2022 WINDSONG CALSENSE IRRIGATION	9,291.78
			39472		AUGUST 2022 LANDSCAPE MAINTENANCE - ZONE	5,218.70
			39473		AUGUST 2022 LANDSCAPE MAINTENANCE	4,653.88
			39474		AUGUST 2022 LANDSCAPE MAINTENANCE CSA 10	512.61
			39475		AUGUST 2022 LANDSCAPE MAINTENANCE CSA 10	6,028.00
			39476		AUGUST 2022 LANDSCAPE REPAIR ZONE 3 & 30	1,492.48
					Total :	**27,197.45**
215830	11/10/2022	000016 INNOVATIVE DOCUMENT SOLUTIONS	245164		10/01/22-10/31/22 CONTRACT COPIER SERVIC	1,220.42
					Total :	**1,220.42**
215831	11/10/2022	000647 JOLLY JUMPS	11422	0000438	VETERANS DAY CONCERT 11/11/22 - INFLATAB	2,120.00
					Total :	**2,120.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215832	11/10/2022	001398 LUNA, CAMERON	110822		10/22/22-11/04/22 MILEAGE REIMBURSE CIP	22.50
					Total :	**22.50**
215833	11/10/2022	001588 NEW LIFE CULINARY CREATIONS &, THE	E00044		ROOM RENTAL 11/10/22	587.25
					Total :	**587.25**
215834	11/10/2022	000526 PRINT POSTAL	16484		DEVELOPMENT ENGINEERING BUSINESS CARDS	183.42
					Total :	**183.42**
215835	11/10/2022	000415 RIVERSIDE COUNTY FLOOD CONTROL, &	D12226435		CIP 059 CONSTRUCTION MURRIETA VLY SHADW	1,000.00
					Total :	**1,000.00**
215836	11/10/2022	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11564289		PUBLIC NOTICE - WILDOMAR CROSSROADS 21-0	378.68
			11568425		PUBLIC NOTICE - ELECTION	185.47
					Total :	**564.15**
215837	11/10/2022	001853 STATEWIDE EMERGENCY SERVICES, IN(	2911		HAZARDOUS SPILL CLEAN UP - APN 365-210-0	7,730.92
					Total :	**7,730.92**
215838	11/10/2022	000378 TEMECULA VALLEY PIPE & SUPPLY	623499		FACILITY MATERIAL	915.84
					Total :	**915.84**
215839	11/10/2022	000437 VERIZON WIRELESS	9918795048		10/23/22-11/22/22 DATA INTERNET CHARGE	867.58
			9918795049		10/23/22-11/22/22 DATA INTERNET CHARGE	152.04
					Total :	**1,019.62**

32 Vouchers for bank code : wf **Bank total :** **99,316.78**

32 Vouchers in this report **Total vouchers :** **99,316.78**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215846	11/17/2022	000029 APPLEONE	01-6478399		ADMIN W/E 11/05/22	708.48
					Total :	**708.48**
215847	11/17/2022	001468 BANKS, ARRIN	111522		PLANNING COMMISSION MEETING 11/15/22	75.00
					Total :	**75.00**
215848	11/17/2022	001419 BERNARD, BRIANNA	111522		PLANNING COMMISSION MEETING 11/15/22	75.00
					Total :	**75.00**
215849	11/17/2022	001761 CHARTER COMMUNICATIONS	2318110822		CABLE THROUGH 12/07/22 - FS61	5.34
					Total :	**5.34**
215850	11/17/2022	001694 COSTAR REALTY INFORMATION INC	120168636		NOV 2022 CONTRACTUAL SVCS	796.00
					Total :	**796.00**
215851	11/17/2022	000011 CR&R INC.	3044		10/01/22 - 10/31/22 STREET SWEEPER	603.08
			3044CR		11/01/22- STREET SWEEPER ADJUSTMENT	-418.33
			353210		11/01/22 3YD BOX, 90G RECYCLE-BASEBALL	248.31
			353267		11/01/22 3YD BOX, 90G RECYCLE 60GL GRN -	287.58
			353383		10/21/22 DUMP 40 YD BOX	1,118.98
					Total :	**1,839.62**
215852	11/17/2022	000002 CRYSTAL CLEAN MAINTENANCE	1103M		JANITORIAL SERVICES - CITY HALL NOVEMBER	3,214.75
					Total :	**3,214.75**
215853	11/17/2022	000054 DEPARTMENT OF TRANSPORTATION	SL230232		SIGNALS & LIGHTING BILLING - ADDITIONAL,	3,713.85
					Total :	**3,713.85**
215854	11/17/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11987568		09/15/22-10/15/22 WATER ZONE 42 LOC 01	774.57
			11987819		09/15/22-10/15/22 WATER ZONE 42 LOC 03	240.63
			11987820		09/15/22-10/15/22 WATER ZONE 42 LOC 02	377.11
			11990480		09/19/22-10/18/22 WATER ZONE 3 LOC 23 M	295.70
			11990690		09/19/22-10/18/22 WATER ZONE 30 LOC 2	55.35
			11990730		09/19/22-10/18/22 WATER ZONE 3 LOC 49 M	92.25
			11990983		09/19/22-10/18/22 WATER ZONE 51 LOC 1	115.88

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215854	11/17/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			11991148		09/19/22-10/18/22 WATER BASEBALL FIELD	354.45
			11991188		09/19/22-10/18/22 WATER WINDSONG	467.73
			11991691		09/19/22-10/18/22 WATER ZONE 3 LOC 29 M	685.92
			11991769		09/19/22-10/18/22 WATER ZONE 3 LOC 29 M	242.18
			11991772		09/19/22-10/18/22 WATER ZONE 30 LOC 1	214.02
			11991871		09/19/22-10/18/22 WATER ZONE 3 LOC 42 &	242.37
			11992268		09/19/22-10/18/22 WATER 22450 1/2 CERVE	308.30
			11992510		09/19/22-10/18/22 WATER 22450 CERVERA	195.00
			11993606		09/19/22-10/18/22 WATER ZONE 62 - 22933	158.67
			11993692		09/19/22-10/18/22 WATER ZONE 67 - ARNEN	76.94
			CK214882-C		CREDIT CHECK 214882 WATER ZONE 42 LOC 01	-361.67
					Total :	**4,535.40**
215855	11/17/2022	000941 FRONTIER	100122B		10/01/22-10/31/22 OFFICE TELEPHONE CHARG	484.51
			110122		11/01/22-11/30/22 OFFICE TELEPHONE CHARG	489.33
					Total :	**973.84**
215856	11/17/2022	001325 GEOCON WEST, INC.	722090418		CIP 059 CONTRACTUAL SVC THROUGH 09/24/22	9,512.50
					Total :	**9,512.50**
215857	11/17/2022	001892 GOVERNMENT FORMS & SUPPLIES	0337038		CITY CLERK SUPPLIES	355.80
					Total :	**355.80**
215858	11/17/2022	000685 GREAT AMERICA FINANCIAL SERVIC	32784135		CANON COLOR COPIER SYST. #015-1472515	359.97
					Total :	**359.97**
215859	11/17/2022	000194 HDL COREN AND CONE	111622		SEPTEMBER 2022 HDL FEES	2,409.00
			111622CR		SEPTEMBER 2022 HDL FEES - CREDIT	-1,624.30
					Total :	**784.70**
215860	11/17/2022	000499 INLAND EMPIRE LANDSCAPE INC	39128		JULY 2022 LANDSCAPE REPAIR CSA 103 TRL/C	152.61
			39129		JULY 2022 LANDSCAPE INSPECT CSA 103 TRL/	74.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215860	11/17/2022	000499 INLAND EMPIRE LANDSCAPE INC	(Continued)			
			39130		JULY 2022 LANDSCAPE REPAIR ZONE 3	223.48
			39131		JULY 2022 LANDSCAPE REPAIR ZONE 3	1,102.72
			39132		JULY 2022 LANDSCAPE REPAIR ZONE 51	614.73
			39133		JULY 2022 LANDSCAPE REPAIR ZONE 3	227.12
			39134		JULY 2022 LANDSCAPE REPAIR ZONE 42	399.61
			39135		JULY 2022 LANDSCAPE REPAIR ZONE 30	225.89
			39137		JULY 2022 LANDSCAPE REPAIR ZONE 3	161.01
			39138		JULY 2022 LANDSCAPE REPAIR ZONE 3	110.57
			39140		JULY 2022 LANDSCAPE REPAIR ZONE 51	74.00
			39142		JULY 2022 LANDSCAPE REPAIR ZONE 71	36.57
			39143		JULY 2022 LANDSCAPE REPAIR ZONE 67	36.57
			39144		JULY 2022 LANDSCAPE REPAIR ZONE 52	73.14
			39145		JULY 2022 LANDSCAPE REPAIR ZONE 29	73.14
			39146		JULY 2022 LANDSCAPE REPAIR ZONE 3	55.07
			39147		JULY 2022 LANDSCAPE REPAIR ZONE 3	55.07
			39148		JULY 2022 LANDSCAPE REPAIR ZONE 3	55.07
			39149		JULY 2022 LANDSCAPE REPAIR ZONE 3	55.07
			39151		JULY 2022 LANDSCAPE REPAIR ZONE 3	91.21
			39152		JULY 2022 LANDSCAPE REPAIR ZONE 3	73.14
			39153		JULY 2022 LANDSCAPE REPAIR CFD 2013-1 ZO	55.07
			39154		JULY 2022 LANDSCAPE REPAIR ZONE 30	55.07
			39155		JULY 2022 LANDSCAPE REPAIR ZONE 3	73.14
			39157		JULY 2022 LANDSCAPE REPAIR ZONE 181	55.07
			39478		AUGUST 2022 LANDSCAPE REPAIR CFD 2013-1	668.51
			39479		AUGUST 2022 LANDSCAPE REPAIR CSA 103 TRL	52.67
					Total :	**4,929.32**
215861	11/17/2022	001153 INTELLI-TECH	15078	0000441	BARRUCADA 1YR UPDATES/REPLACE/CLOUD & CL	2,900.00
					Total :	**2,900.00**
215862	11/17/2022	001640 JAMES MCMINN INC	111622		BUNDY CYN RD WIDE TUMF CIP-1 PROG PAY #2	249,858.53
					Total :	**249,858.53**
215863	11/17/2022	000113 LEAGUE OF CALIFORNIA CITIES	2631		RIV. CNTY. DIV. MEETING 09/07/22 - COUNC	150.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215863	11/17/2022	000113 000113 LEAGUE OF CALIFORNIA CITIES (Continued)			**Total :**	**150.00**
215864	11/17/2022	001139 LIFTOFF, LLC	6773REN2022	0000442	OFFICE 365 12 MONTHS G3 48 LICENSES G1 2	14,016.00
					Total :	**14,016.00**
215865	11/17/2022	000879 LLOYD, JOHN	111522		PLANNING COMMISSION MEETING 11/15/22	75.00
					Total :	**75.00**
215866	11/17/2022	001004 PECHANGA BAND OF LUISENO, MISSION	17579		CONTRACTUAL SVC JULY 2022 - CIP 059	1,226.25
			18020		CONTRACTUAL SVC SEP 2022 - CIP 059	8,465.00
					Total :	**9,691.25**
215867	11/17/2022	000185 PITNEY BOWES	110622		POSTAGE METER REFILL 11/02/22	230.23
					Total :	**230.23**
215868	11/17/2022	001107 PLACEWORKS	79729		SEPTEMBER 2022 CONTRACTUAL SVC - CIP 059	105.00
			79975		AUGUST 2022 CONTRCTUAL SVC - CIP 059	630.00
			80123		OCT 2022 CONTRACTUAL SVC - GP UPDATE/EIR	21,425.86
			80234		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	11,176.95
			80236		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	1,456.25
			80237		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	536.50
			80238		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	1,119.38
			80239		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	8,499.75
			80240		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	94.50
			80241		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	442.50
			80242		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	502.75
			80243		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	703.50
			80244		OCT 2022 CONTRACTUAL SVC - PROJECT RELAT	2,968.75

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215868	11/17/2022	001107 001107 PLACEWORKS	(Continued)		**Total :**	**49,661.69**
215869	11/17/2022	000526 PRINT POSTAL	16568		A/P WINDOW ENVELOPES	168.56
					Total :	**168.56**
215870	11/17/2022	000042 PV MAINTENANCE, INC.	005-260		CITYWIDE MAINT. CONTRACTUAL SERVICES- OC	80,178.92
					Total :	**80,178.92**
215871	11/17/2022	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000042057		CONTRACT LAW ENFORCEMENT THROUGH 09/21/2	462,118.18
					Total :	**462,118.18**
215872	11/17/2022	001393 SOCALGAS	111022		10/10/22-11/08/22 GAS -FIRE DEPT 32637 G	69.25
					Total :	**69.25**
215873	11/17/2022	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11562539		PUBLIC NOTICE - ORD 223	4,097.80
			11562555		PUBLIC NOTICE - ORD 222	3,016.86
					Total :	**7,114.66**
215874	11/17/2022	001021 SPICER CONSULTING GROUP	1140		FY 22/23 ANNUAL ADMIN LLMD89-1-C/CSA 22/	2,791.67
					Total :	**2,791.67**
215875	11/17/2022	001720 STERICYCLE, INC	8002413402		CONTRACTUAL SHREDDING SERVICE	257.87
			8002606561		CONTRACTUAL SHREDDING SERVICE	412.99
					Total :	**670.86**
215876	11/17/2022	000995 STRONG, KIM	111522		PLANNING COMMISSION MEETING 11/15/22	75.00
					Total :	**75.00**
215877	11/17/2022	000918 TKE ENGINEERING INC	92122		CONTRACTUAL SVC SEPT 2022	258.00
					Total :	**258.00**
215878	11/17/2022	001418 WEBB MUNICIPAL FINANCE, LLC	20220273		MEASURE Z ANNUAL ADMIN PARKS TAX FY22/23	5,412.16
					Total :	**5,412.16**
215879	11/17/2022	000131 WESTERN RIVERSIDE COUNTY, RCA	111522		OCTOBER 2022 MSHCP MITIGATION FEES, ADUS	25,791.67
					Total :	**25,791.67**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34	Vouchers for bank code :	wf			Bank total :	943,111.20
34	Vouchers in this report				Total vouchers :	943,111.20

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215885	11/23/2022	000031 AFLAC, REMITTANCE PROCESSING, CEN	570195		NOV 2022 MEDICAL INSURANCE BENEFIT	1,709.45
					Total :	**1,709.45**
215886	11/23/2022	000029 APPLEONE	01-6485146		ADMIN W/E 11/12/22	708.48
					Total :	**708.48**
215887	11/23/2022	000760 ARMADA ADMINISTRATORS	190232		DECEMBER 2022 PREMIUM	3,749.00
					Total :	**3,749.00**
215888	11/23/2022	001799 COUNTY OF RIVERSIDE PUBLIC, SAFETY	PE0000000592		MONTHLY RADIO COMMUNICATION	155.34
					Total :	**155.34**
215889	11/23/2022	000988 COUNTY OF RIVERSIDE, INFORMATION T	IT0000005482		10/01/22-10/31/22 MEETING SUPPORT-RIVCO-	121.42
					Total :	**121.42**
215890	11/23/2022	000027 DIRECT TV	082317220X221113		11/12/22-12/11/22 CABLE SERVICES-CITY HA	153.99
					Total :	**153.99**
215891	11/23/2022	000022 EDISON	111422-3123		10/13/22-11/13/22 23873 CLINTON KEITH RD	159.07
			111422-3487		10/13/22-11/13/22 23873 CLINTON KEITH RD	190.31
			111422-7255		10/13/22-11/13/22 23873 CLINTON KEITH RD	114.49
			111522-3047		11/14/22-11/14/22 34311 MISSION TRAIL TC	87.78
			111522-3243		11/14/22-11/14/22 34818 CENTRAL ST LS3	31.66
			111522-3950		11/14/22-11/14/22 34311 MISSION TRAIL LS	28.54
			111522-5361		11/14/22-11/14/22 31818 CENTRAL TC1	80.62
			111522-7372		11/14/22-11/14/22 24211 CLINTON KEITH RD	72.21
			111522-8688		11/14/22-11/14/22 21458 GRAND AVE TC1	78.51
					Total :	**843.19**
215892	11/23/2022	001747 FARAG, JASON	111622		11/05/22-11/18/22 REIMBURSE MILEAGE	51.88
					Total :	**51.88**
215893	11/23/2022	000685 GREAT AMERICA FINANCIAL SERVIC	32804438		CANON COLOR COPIER SYST. #016-1585799	214.24
					Total :	**214.24**
215894	11/23/2022	000304 JOE A. GONSALVES & SON	160330	0000423	FY 22/23 PROFESSIONAL CONTRACTUAL LEGISL	3,000.00

Bank code : wf

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
215894	11/23/2022	000304	000304 JOE A. GONSALVES & SON	(Continued)		**Total :**	**3,000.00**
215895	11/23/2022	001398	LUNA, CAMERON	112122		11/05/22-11/18/22 MILEAGE REIMBURSE CIP	22.50
						Total :	**22.50**
215896	11/23/2022	000856	MICHAEL BAKER INTERNATIONAL IN	1161142		P/E OCTOBER 02, 2022 CONTRACTUAL SVCS	12,600.00
						Total :	**12,600.00**
215897	11/23/2022	000856	MICHAEL BAKER INTERNATIONAL IN	1155270		P/E JULY 31, 2022 CONTRACTUAL SVCS	9,637.50
						Total :	**9,637.50**
215898	11/23/2022	001555	NBS	202209-1727		PROFESSIONAL SERVICES THROUGH 08/31/22	1,500.00
						Total :	**1,500.00**
215899	11/23/2022	000186	RIGHTWAY	319183		10/10/22-12/17/22 - PORTA/WASHSTN-WINDSO	723.50
						Total :	**723.50**
215900	11/23/2022	001893	THE CENTRE FOR ORGANIZATION, EFFE	TCF0E4001		W7 SUMMIT - LEADERSHIP TEAM - OFFSITE 20	8,500.00
						Total :	**8,500.00**
16	**Vouchers for bank code :**	wf				**Bank total :**	**43,690.49**
16	**Vouchers in this report**					**Total vouchers :**	**43,690.49**

City of Wildomar
Wire Transfer Register
11/30/2022

ACH Date	Payee	Description	Amount
11/3/2022	CFT NV Developments	City Hall Lease - October	$ 38,393.68
11/3/2022	CFT NV Developments	City Hall Lease - November	38,393.68
11/3/2022	CA Asset Mgmt Program	Transfer to Savings Account for Investing	5,900,000.00
11/8/2022	WEX Inc Fleet	Fuel Purchases	1,201.32
11/10/2022	CA Asset Mgmt Program	Transfer to Savings Account for Investing	6,000,000.00
11/18/2022	US Bank	Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	12,282.69
11/21/2022	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	5,124.44
11/29/2022	Wilmington Trust	Semi-Annual SL Principal/Int Pmt	87,338.65
10/31/2022	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	676.76
		TOTAL	$ 12,083,411.22

City of Wildomar
Payroll Warrant Register
12/1/2022

ACH Date	Payee	Description		Amount
11/10/2022	Heartland Payroll	10/23/2022-11/04/2022	$	145,000.82
11/24/2022	Heartland Payroll	11/05/2022-11/18/2022	$	105,102.03
11/30/2022	Heartland Payroll	11/01/2022-11/30/2022	$	1,756.45
		TOTAL	**$**	**251,859.30**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: December 14, 2022

SUBJECT: October 2022 Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz, Senior Administrative Analyst

ACTION:
Staff recommends that the City Council approve the Treasurer's Report for October 2022.

SUMMARY:
October 2022 Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of October 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:
October 2022 City Treasurers Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 17,907,130.27	$ 1,832,505.53	(2,206,771.34)	$ 17,532,864.46	0.000%
		TOTAL	$ 17,907,130.27	$ 1,832,505.53	$ (2,206,771.34)	$ 17,532,864.46	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	$ 9,729,906.09	$ 9,729,906.09	$ 9,729,906.09	100.00%	0	1.350%
All	CALIFORNIA ASSET MANAGEMENT PROGRAM	$ 5,652,679.27	$ 5,652,679.27	$ 5,652,679.27	100.00%	0	3.140%
	TOTAL	$ 15,382,585.36	$ 15,382,585.36	$ 15,382,585.36	100.00%		

CITY	TOTAL CASH AND INVESTMENT	$ 32,915,449.82

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	$ 32,995.02	$ 0.00	$ 9,729,906.09	1.350%
All	CALIFORNIA ASSET MANAGEMENT PROGRAM	$ 5,637,656.13	$ 15,023.14	$ 0.00	$ 5,652,679.27	3.140%
	TOTAL	$ 15,334,567.20	$ 48,018.16	$ 0.00	$ 15,382,585.36	

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

11/7/2022
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: December 14, 2022

SUBJECT: General Plan Update Progress Report #6

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi, Planning Director

ACTION:
Receive and File the report.

BACKGROUND:
Staff provided the City Council with the General Plan Update Briefing #5 at its last meeting on November 9, 2022. That briefing primarily covered the month of October 2022. The following is a summary of the recent task assignments completed during the month of November 2022 and the tasks/assignments coming forth over the next 30+ days. For more details and up-to-date items, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

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

- The GP Team held our 2nd Community Workshop in November. Both were well attended (39 persons).

- November 10, 2022, was our in-person live workshop with 21 attendees discussing land use opportunities and getting positive feedback on our proposed “focus/opportunity areas”.

- November 15, 2022, was our Virtual Workshop with 18 attendees discussing the same land use opportunities and getting positive feedback on our proposed “focus/opportunity areas”.

- On November 28th, the GP Team launched our 2nd city-wide community online survey that will be available until January 3, 2023. Our goal is twofold as follows:
  1) Obtain additional input on the draft Guiding Principles which will provide the framework for Wildomar’s General Plan Update and be used in the development of the goals

and policies of the General Plan; and

2) Obtain additional input regarding what land uses should be encouraged in the nine (9) focus areas that will be part of the GP update. The survey is available in English and Spanish and can be accessed at this link:
https://survey123.arcgis.com/share/997446fd80364bc4aaec0b6b06bf7e3e

Upcoming Tasks/Assignments (Next 30 – 60 days):

- 2nd city-wide community online survey will be ongoing through January 3, 2023.

- General Plan Advisory Group meeting #3 is scheduled for Feb. 2, 2023…will be finalizing the draft land use and circulation plan for presentation to Commission/Council.

- Planning Commission and City Council workshops scheduled for March & April 2023.

Website Stats/Information:

- 1,800 Unique visitors since website launch (June 14, 2022)

- 372 total unique visitors in the month of November 2022

- Average of 12 - 13 +/- visitors per day

- Spikes in visitation occurred around Citywide workshops dates 11/10 & 11/15 as follows:
  - 11/9 (80 visitors)
  - 11/10 (44 visitors) (In-Person Workshop)
  - 11/11 (32 visitors)
  - 11/14 (25 visitors)
  - 11/15 (44 visitors) (Virtual Workshop)

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: December 14, 2022

SUBJECT: Road Construction Updates

SUBMITTED BY: Jason Farag

PREPARED BY: Jason Farag, Public Works Director

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

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

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

DISCUSSION:
Table 1 of Attachment A includes the latest status updates for each project based on the construction schedules provided to the City by the contractors responsible for the construction of each project. Staff has also created a webpage on the City's website where users can check for more frequent updates regarding traffic impacts from major roadway construction projects. The webpage can be accessed by visiting the following URL: https://www.cityofwildomar.org/community/construction_alerts

Table 2 in Attachment A includes a summary of the current major on-going roadway construction activities throughout the City. Table 2 also includes the approximate total cost of public improvements that are being installed by each project. For private development projects, these costs represent costs that the private developer is paying that would otherwise have to be paid by the City if not constructed by the developer.

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

ATTACHMENTS:
Road Const. Updates.docx

Attachment A

Table 1 - Project Schedules and Updates

Project No.	Roadway	Est. Project Completion	Status Update
CIP 026-1	Bundy Canyon Rd.	January 2023	**General Project Update** Final paving is complete on the majority of the road. Remaining items of construction include final paving on the south side of the road, concrete improvements at intersecting side streets, final traffic signal improvements and activation, and installation of traffic signs and striping. **Upcoming Activities** • Traffic will be moved to the north side of the road to allow for final paving of the south side of the road. • Cherry St. will be closed and Sellers Rd. will be reopened to allow for final paving and improvements at the intersection of Cherry St. • Walnut Creek Rd. and Oak Canyon Dr. will each be temporarily closed for short durations to complete intersection improvements. • Final traffic signal improvements will be completed, and traffic signals will be activated. • Final traffic signs and striping will be installed throughout the project. Notices and updates will be posted to the website as specific activities are scheduled and traffic patterns change.
CIP 059	Palomar St./ Clinton Keith Rd.	January 2023	**General Project Update** The majority of grading and storm drain improvements on Palomar St. have been completed. On-going work includes continued sidewalk and curb/gutter installation on Palomar St. **Upcoming Activities** Upcoming work on Palomar St. includes final storm drain improvements, roadway widening and paving, and additional sidewalk and curb/gutter installation. Additional upcoming work also includes grading, sidewalk installation, and roadway widening on Clinton Keith Rd. adjacent to Stable Lanes Rd., and crosswalk improvements at Clinton Keith Rd. and Renaissance Plaza. Notices and updates will be posted to the website as specific activities are scheduled and traffic patterns change.

Attachment A

P21-0012	Wildomar Trail	Winter 2022	**Wildomar Trail** Second phase of paving will begin December 12 - lane changes and flagging will occur during this time. Onsite construction of Kaiser medical office building is set to begin mid-December.
P21-0117	Prielipp Rd.	Fall/Winter 2022	**Elizabeth Lane** Utility infrastructure is complete, and base paving is underway. **Prielipp Road** Construction is complete and road is fully open to traffic.
P14-0093	McVicar St.	Winter 2022/2023	**Grand Avenue** Relocation of SCE facilities on Grand is currently in progress. **McVicar Street** Street improvements, including paving, sidewalks, streetlights, curb and gutter, and landscaping, are complete from Grand Avenue to the RCFC box culvert. Construction of the RCFC box culvert is scheduled to begin by the end of the year.

Attachment A

Table 2 - Construction Project Summaries

Project No. & Type	Primary Roadway(s)	Project Name	Roadway Segment(s)	Description of Work	Est. Cost of Improvements
CIP 026-1 (City CIP)	Bundy Canyon Rd.	Bundy Canyon Rd. Improvement Project, Segment 1	Bundy Canyon Rd. between Cherry St. and 1600' east of Oak Canyon Dr.	Widening of Bundy Canyon Rd. to 4 lanes with two new traffic signals.	$7,647,000
CIP 059 (City CIP)	Palomar St. Clinton Keith Rd.	Palomar St. & Clinton Keith Rd. Sidewalk, Trail, and Bike Lane Connectivity Project	Palomar St. Delca Ln. to Clinton Keith Rd. Clinton Keith Rd. Renaissance Plaza to The Shops at Clinton Keith	Widening of Palomar St. to 4-lanes with sidewalks, trail, and bike lanes. Widening of CKR to three lanes eastbound with sidewalk.	$1,500,000
P21-0012 (Private Development Project)	Wildomar Trail	Baxter Village	Wildomar Trail I-15 to White Street Old Baxter Road Wildomar Trail to White Street Margaret Lane Wildomar Trail to old Baxter Road	Widening of Wildomar Trail to modified Arterial with 96' ROW. Construction of Margaret Lane to Local with 60' ROW. Construction of old Baxter Road to Local with 60' ROW. Construction of RCFC Master planned SD facilities in Wildomar Trail and old Baxter Road. Construction of EVMWD master planned sewer and water facilities in Wildomar Trail.	$2,236,000
P21-0117 (Private Development Project)	Prielipp Rd.	Lennar, Horizons	Bunny Trail Elizabeth Lane to end of project frontage Elizabeth Lane	Widening of Elizabeth Lane to a Collector 78'ROW. Widening of Prielipp to a Secondary 100'ROW.	$1,900,000

Attachment A

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: December 14, 2022

SUBJECT: Updating City's Conflict of Interest Code

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS AND EMPLOYEES OF THE CITY OF WILDOMAR

SUMMARY:
The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

BACKGROUND:
The Political Reform Act requires public agencies to adopt a local Conflict of Interest Code designating positions required to file Statements of Economic Interests (Form 700) and assigning disclosure categories specifying the types of interests to be reported. The Conflict of Interest code must be reviewed biennially and updated as needed. By July 1, 2022: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes. By October 3, 2022: The biennial notice must be filed with the agency's code reviewing body.

The biennial notice was filed with the City Council on September 14, 2022. The notice identified that an amendment to the City's Conflict of Interest Code will be required. The last amendment processed was in October 2019.

DISCUSSION:
The City updated its schedule of authorized positions in January 2022 and November 2022. It would now be appropriate for the City Council to update the Conflict of Interest code to reflect the recent changes.

FISCAL IMPACT:
None.

ATTACHMENTS:
A. Resolution - Conflict of Interest Code

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, UPDATING THE CITY'S CURRENT CONFLICT OF INTEREST CODE SET FORTH BY THE CALIFORNIA STATE FAIR POLITICAL PRACTICES COMMISSION FOR ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS AND EMPLOYEES OF THE CITY OF WILDOMAR

RECITALS

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code; and

WHEREAS, the City has adopted Regulation 18730 as its conflict of interest code on August 27, 2008; and

WHEREAS, such terms can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wildomar as follows:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Exhibit A, in which officials, boards and commission members and employees are designated, and Exhibit B in which disclosure categories are set forth, constitute the conflict of interest code of the City of Wildomar.

2. Upon receipt of statements of the Members of the City Council, Planning Commission, City Manager, City Attorney and City Treasurer, the City Clerk shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Designated employees shall file statements of economic interests with the City Clerk. All statements of economic interests will be made available for public inspection and reproduction, upon request, pursuant to Government Code 81008.

3. Resolution No. 2019-68 is hereby repealed.

PASSED, APPROVED, AND ADOPTED this 14th day of December, 2022.

Joseph Morabito
Mayor Pro Tem

ATTEST:

Janet Morales, CMC
City Clerk

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

EXHIBIT A

DESIGNATED EMPLOYEES

Position	Disclosure Category
Accounting Manager	1
Administrative Services Director	1
Assistant City Attorney	1
Assistant City Manager	1
Building Official	1
City Clerk	1
City Engineer	1
Code Enforcement Manager	1
Community Development Director	1
Community Services Director	1
~~Community Services Manager~~	~~1~~
Economic Development Director	1
Economic Development Manager	1
~~Finance Director~~	~~1~~
Finance Manager	1
~~Manager of Operations and Maintenance~~	~~1~~
~~Parks, Community Services & Cemetery Manager~~	~~1~~
~~Planning Director~~	~~1~~
Principal Engineer	1
Public Works Director	1
Candidates for Council	1
Measure AA Committee Members	1
Measure Z Committee Members	1
*Consultants	1-3 as applicable

*Consultants shall be included in the list of designated employees and may be required to file a State of California, Fair Political Practices Commission, Statement of Economic Interests form. If a consultant participates in making financial decisions, said consultant is required to disclose certain types of information so that the public can be made aware of any potential conflict of interest. This form must be filed each year and is a public document. However, the following limitation may apply:

The City Manager may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's

determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

The following positions are NOT covered by this code, because they are required to file full disclosure with the Fair Political Practices Commission (by way of the City Clerk) under Section 872000, and therefore, are listed for informational purposes only:

City Councilmembers
City Attorney
City Manager
City Treasurer
City Planning Commissioners

EXHIBIT B

DISCLOSURE CATEGORIES

All disclosure definitions are contained in the Political Reform Act.

All designated employees shall make disclosure in the following category:

1. Full Disclosure: All investments and business positions in business entities, sources of income including gifts, loans and travel payments, and interests in real property.

Form 700 Schedules: All Schedules (A through E)

2. Income: All sources of income including gifts, loans, and travel payments, unless otherwise exempt from disclosure by the Political Reform Act.

Form 700 Schedules: C, D, E

3. Real Property: All interests in real property located within the City.

Form 700 Schedules: B

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: December 14, 2022

SUBJECT: Community Event Partnership Policy

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres, Community Services Director

ACTION:
Staff recommends that the City Council approve the Community Event Partnership Policy

SUMMARY:
The City has partnered with multiple organizations to provide residents and community with special events and activities. This policy provides the process towards partnering with the City.

BACKGROUND:
Staff has proceeded with selecting event partnerships on a case by case basis. The process would require for an event organizers to fulfill the temporary event permit packet with a request to collaborate with an existing scheduled event or present a premier level event that would call for higher city involvement. For collaborate efforts in existing events, city accrued expenses remains within the approved allocated budget and premier level events will require a Council approved budget allocation.

DISCUSSION:
The policy presented for approval provides transparent requirements and procedures for potential Community Event Partnerships. It states the eligibility, criteria, and additional requirements the city evaluates for potential event partnerships. Also included is an event tier description as reference for current and future events. The level of partnership for in-kind services or fee waiver will be dependent on the event tier of the proposed activities. A final requirement is a post event report that would be submitted to Community Services Department within 30 day following the event. Lastly, the policy states that potential partnerships will be presented as an MOU to city council for approval.

FISCAL IMPACT:
There is no fiscal impact for approval. Applications will be required to fulfill the Temporary Event Permit process. Potential partnership will be presented to Council for approval.

ACCOUNT CODE:
None

ATTACHMENTS:
Community Event Partnership Policy.pdf



City of Wildomar Community Event Partnership Policy

INTRODUCTION

The City of Wildomar receives request from community groups to hold and partner in special events and activities that often require resources from the Community Services and Public Works Departments. The City Council encourages the Community Services Department to coordinate with local organizations where the efforts or activities of the organizations aligns, compliments, elevates or supports City services to the community. Community Event Partnerships can be very lucrative for both parties creating a way to collaborate and improve the event experience by utilizing both parties' resources. The purpose of this policy is to establish evaluation standards for requests for partnerships and assistance through in-kind services that will better serve Wildomar residents.

ELIGIBILITY

501(c)(3) Recognized– Organizations that meet the following criteria may be recognized as a Non-Profit Organization by the City.

1. Non-profit organization must provide documentation. Employer Identification Number (EIN) and Determination Letter. City will verify the status of documentation.
2. The organization must have filed for incorporation and be currently registered with the Registry of Charitable Trust. Organization must provide the Registry of Charitable Trust (RCT) Registration Number. City will verify the status of documentation.

Commercial Business- Business that meet the following criteria may be recognized by the City:

1. Registered Business with the City of Wildomar.
2. Provides services to the City of Wildomar Residents.
3. Business must not have any open cases with Code Enforcement.

CRITERIA

To consider a request an organization would be required to meet all of the following criteria:

1. Event or activity must be open to the general public.
2. Event or activity must offer a service or benefit to the community.
3. Event or activity must align, compliment, elevate or support a current city event or service.
4. Organization must not be financially dependent on receiving City of Wildomar support.
5. Organizations must obtain all appropriate permits, insurance, and agree to follow all City regulations.
6. Request must be submitted a minimum of sixty (60) days prior to the date of the event or activity to allow City Staff to determine if request can be met.
7. An individual organization may apply for a maximum of four (4) events per calendar year.
8. A Memorandum of Understating will need to be approved by City Council during a scheduled meeting.
9. Organization must submit a Post Event Report to the City within 30 days following the event.

BENEFITS OF PARTNERSHIPS

1. Priority reservation of facilities as part of the departments' planning process.
2. Use of facilities for storage of equipment and supplies that align with approved activities.
3. Assignment of a staff liaison as a primary point of contact. Liaisons will facilitate communications between the City and Event Partner.
4. Advertisement or recognition within the city website and other city publications as may be approved by the Community Services Director.
5. Waiver of permit fees, facility use, and limited in-kind services based on qualified activities within event tier as approved by City Council.

EVENT TIERS

Tier I: Premier scale (1,500+ attendees) events that involves offsite parking, traffic control and multiple days for set up and breakdown.
Tier II: Large scale (1,000 – 1,500 attendees) events that involve traffic control and higher levels of public safety and sanitation.
Tier III: Medium scale (150 – 1,000 attendees) events that do involve public safety.
Tier IV: Small scale (50 – 150 attendees) with all activities completed within few hours.

APPLICATION

All eligible entities must complete a Temporary Event Packet. The packet provides instructions to guide and assist in the preparation and processing a Temporary Event Permit. Temporary events are permitted in accordance with the use and operational regulations outlined in Chapter 17.256 of the Wildomar Municipal Code (WMC). Other permits from other agencies such as the Riverside County Health Department, Alcohol Beverage Control, or Fire Department may be required.

APPLICATION REVIEW/APPROVAL

Partnership applications will be accepted and reviewed on an on-going basis. The City Council allocates a limited budget for special events. Approval of partnership is determined on a case-by-case basis related to the eligibility requirements, purpose and goals of each independent event. Approval for partnership in one year does not imply or guarantee approval in subsequent years for an organization or an event. Partnership applications will be reviewed by the Community Services Director and/or staff and will make a recommendation to the City Manager for City Council approval.

INDEMNIFICATION AND INSURANCE

Applicant must agree to defend, indemnify and hold harmless the City, its officials, officers, employees, and agents from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries as it relates to applicants services provided to the City.

Applicant must provide a certificate of insurance providing evidence of general liability insurance coverage in the minimum amount of $1,000,000 combined single limit and an additional insured endorsement naming the City of Wildomar, its officers, employees,

and agents as additional insured. The insurance provided to the City of Wildomar as an additional insured must apply on a primary and non-contributory basis and include a waiver of subrogation. The certificate of insurance must be submitted no later than 10 days prior to the event. Insurance is also available for purchase through the City's insurance provider. Submit the Coverage Request form with your application to receive a quote.

If applicable, Workers' Compensation Insurance with statutory limits as required by the State of California Labor Code. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City.

USE OF CITY NAME, IDENTITY OR LOGOS

Use of the City name, identity or logo in relation to any activity held at city facilities or supported by the City through any Community Event Partnership, must be approved by the Community Services Director. Event partners shall acknowledge the City's support in all publicity relating to the event or activity. This includes logos and statements in all advertising and promotional material, media releases and in other promotional contexts. Promotional opportunities should be detailed in the event application.

POLITICAL/RELIGIOUS ACTIVITIES

Political activities may not be held on park property under any type of City coordinated event. In like manner, no religious church, creed or sectarian organization to promote religious purposes will be approved under the partnership. Religious organizations are not excluded from partnerships. Organizations which participate in the program partnership may not associate political or religious activities with the programs or activities for which they have applied. Activities of a political or religious nature may be scheduled through the normal park reservation or temporary event permit process.

BANNERS

All banners must be in compliance with the City Sign Ordinance. User group must submit a Temporary Sign/Banner Application to the Community Services Department specifying the Promotional Banner requirements. All banners must be maintained in good condition and hanging properly. All banners must be of appropriate nature. The city can request banners be removed for any reason. Banners are to be provide to the Community Services Department for placement.

GENERAL REGULATIONS

The applicant is subject to all City of Wildomar Municipal Codes.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: December 14, 2022

SUBJECT: Popeyes Restaurant – Public Improvement Agreement

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute the Public Improvement Agreement with DMSD Cajun Properties, LLC.

BACKGROUND:
Popeyes Restaurant is an approved plot plan (Plot Plan No. 21-0138) for a drive-thru restaurant on the east side of Orange Street north of Bundy Canyon Road. The project is in a commercial zone. The site is 49,877 square feet, triangular shaped and adjacent to the I-15 Freeway. An aerial image of the project site and the surrounding area is provided in Attachment A and the project site plan is provided in Attachment B. The precise grading plan for this project is approved and the precise grading and BMP agreements were approved at the October 12, 2022 council meeting. The project's street improvement plans are currently being processed with the City.

DISCUSSION:
Public Improvement Agreements

In order to complete the public improvements, the Developer is required to enter into a Public Improvement Agreement (Attachment C) with the City. The agreement identifies the Developer's obligations to the City in performing and completing the construction for public improvements. The agreement also provides the City with bonds to ensure the Developer will fulfill his/her obligations and secure improvements. If the Developer fails to fulfill these obligations, the bonds will provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition. The security amounts are based on the Developer's engineer's construction cost estimates for the public improvements.

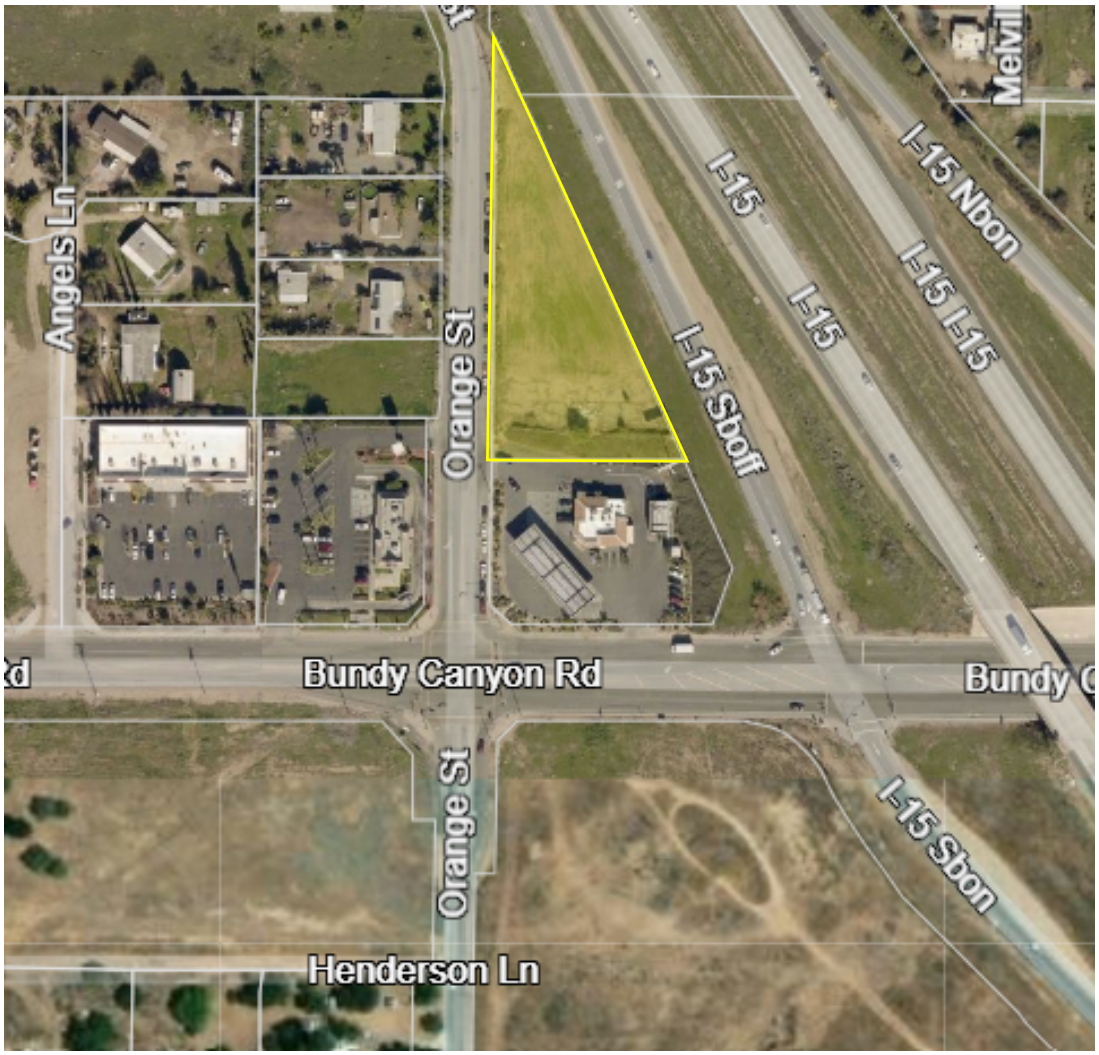
Staff is requesting that the City Council authorize the City Manager to execute the Public

Improvement Agreement with DMSD Cajun Properties, LLC.

FISCAL IMPACT:
There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits.

ATTACHMENTS:
Attachment A - Aerial Map.pdf
Attachment B - Site Plan.pdf
Attachment C - PIA Surety and Cost Est.pdf

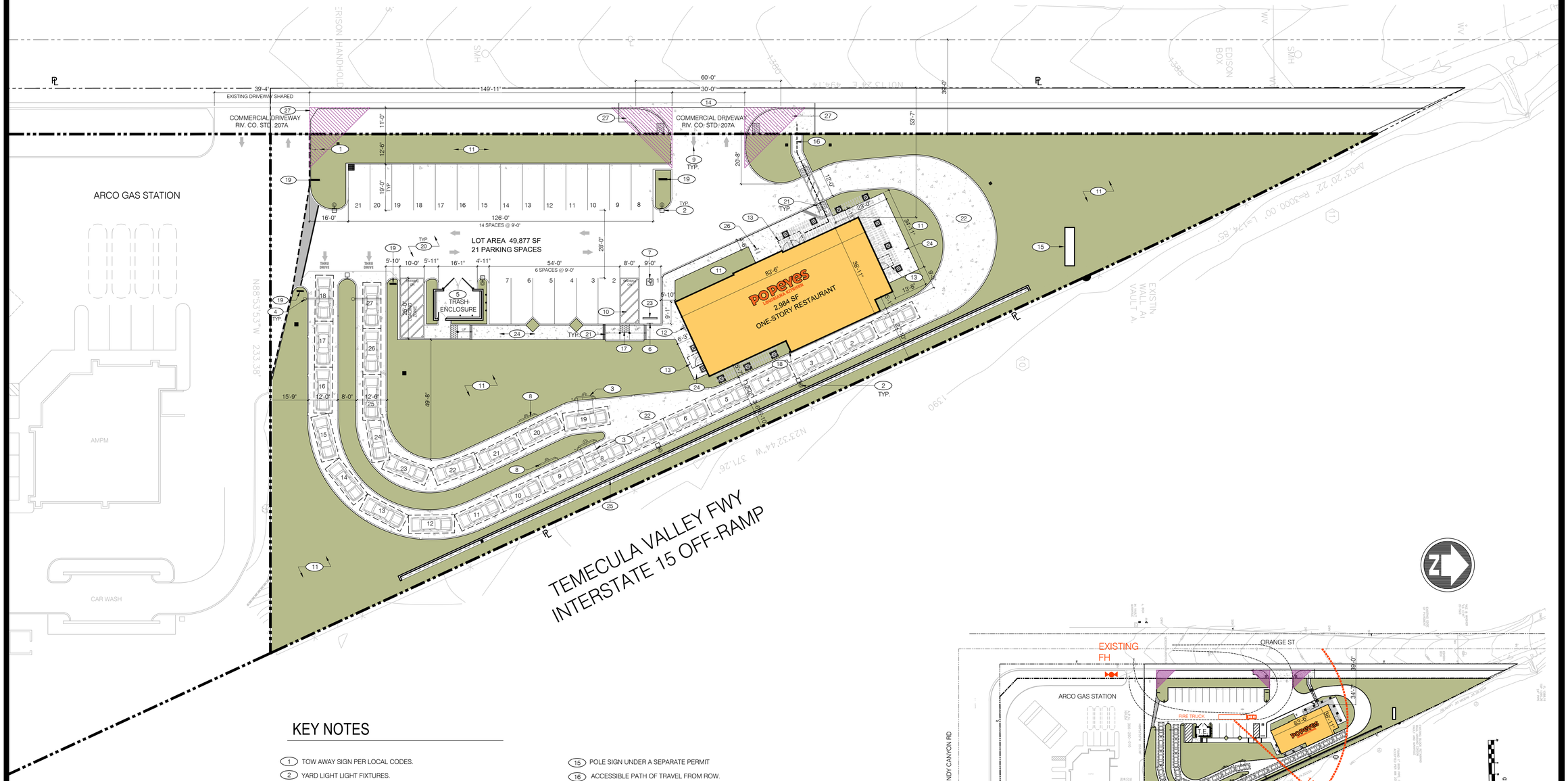
ATTACHMENT A



Aerial Image of
Popeyes Restaurant
(highlighted in yellow)

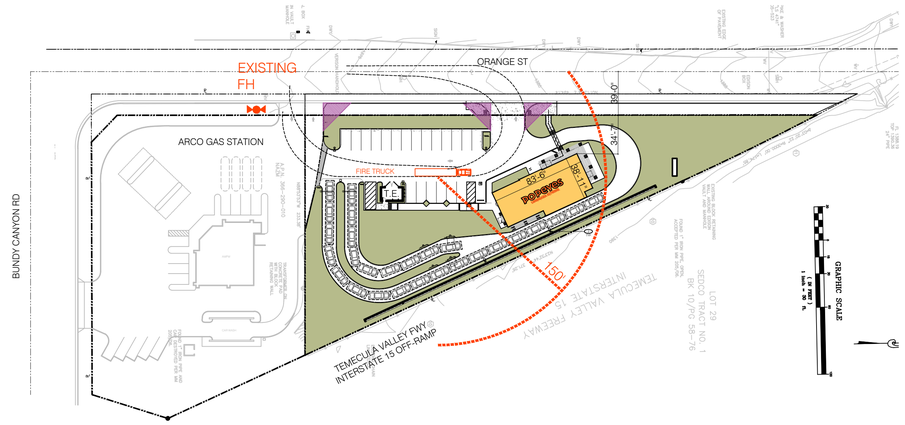
ATTACHMENT B

Popeyes Restaurant
Site Plan



KEY NOTES

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



KEY PLAN SCALE: 1/64"=1'

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

marks architects

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

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

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

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

PLANNING SUBMITTAL	09.03.21
PLANNING CORRECTIONS	11.15.21
△	
△	
△	
△	
△	
△	
△	

LOUISIANA KITCHEN
POPEYES

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

POPEYES

ORANGE ST AND BUNDY CANYON RD WILDOMAR, CA 92595

REVISIONS:
-

SD0
SITE PLAN

ATTACHMENT C

Public Improvement Agreement
Surety Bonds
Construction Cost Estimate

NO FEE DOCUMENT Government Code §6103 RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: **CITY OF WILDOMAR** 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595 Attn: City Clerk	The Above Space For Recorder's Use Only

Project Name: Popeye's Restaurant
Project No.: 21-0138
Address: 33926 Orange St.
APN: 366-290-011

PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is entered into this 14th day of December, 2022 by and between the City of Wildomar, a California municipal corporation ("City") and DMSD Cajun Properties, LLC, a Delaware limited liability company, ("Principal"). City and Principal may be individual or collectively referred to as a "party" or the "parties" to this Agreement.

RECITALS

A. Principal owns the real property located at 33926 Orange Street, in the City of Wildomar, California, which is more particularly described in Exhibit "A" to this Agreement ("Property").

B. Principal has applied for and obtained certain development approvals from the City to develop the Property. The development approvals and City ordinances require Principal to construct certain public improvements and dedicate those public improvements to the City after construction is complete.

C. This Agreement memorializes the understanding between the parties regarding the terms and conditions under which Principal will construct and City will accept the required public improvements.

OPERATIVE PROVISIONS

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

1. Construction of Improvements. The Principal agrees to construct and install

on the Property, at the Principal's own cost and expense, the public improvements shown on the improvement plans submitted by Principal and approved by the City as referenced and contained within this Public Improvement Agreement ("Required Improvements"). Prior to commencing any work, Principal shall, at its sole cost and expense, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Required Improvements and performance of Principal's obligations under this Agreement. The Required Improvements shall be constructed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Principal shall complete the construction of the Required Improvements within twelve months of the date of this Agreement.

a. Standard of Performance. Principal and its contractors, if any, shall perform all work required to construct the Required Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Principal represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Principal warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

b. Alterations to Improvements. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Required Improvements it is determined that the public interest requires alterations in the Required Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Required Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

c. Fees and Charges. Principal shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of construction of the Required Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City or as required by other governmental agencies having jurisdiction over the Required Improvements.

2. Commencement of Work. The Principal shall notify the City Engineer of the commencement of work on the Required Improvements.

3. Completion of Improvements. Upon satisfactory completion of all Required Improvements as determined by the City Engineer or his or her designee (hereafter the "City Engineer"), Principal shall offer to dedicate the Required Improvements to the City, and City agrees to accept that offer of dedication in accordance with its policies and

procedures and the terms of this Agreement.

4. Title to Required Improvements. The City shall not accept the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the City Engineer. Until such time as the Required Improvements are accepted by the City, Principal shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Title to and ownership of the Required Improvements shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Principal shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

a. Developer's Notice of Completion. Upon the acceptance of the Required Improvements by City, Principal shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Required Improvements in accordance with Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, at which time the accepted Required Improvements shall become the sole and exclusive property of City without payment therefor.

b. City Acceptance of Public Improvements. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Required Improvements.

c. Developer's Obligation to Provide As-Built or Record Drawings. Notwithstanding the foregoing, City may not accept any Required Improvements unless and until Principal provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Required Improvements. The drawings shall be certified and shall reflect the condition of the Required Improvements as constructed, with all changes incorporated therein.

5. Extension of Time to Complete Improvements.

a. The City Engineer may extend the date for completing the Required Improvements. Extensions shall be granted only upon a showing of good cause by the Principal. The City Engineer shall be the sole and final judge as to whether good cause has been shown.

b. Requests for extension of the completion date shall be in writing and delivered to the City Engineer in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City Engineer extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the

Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security to reflect increases in the estimated costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

6. Inspection. Principal shall at all times maintain proper facilities and safe access for inspection of the Required Improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Principal may request a final inspection by the City Engineer or his designee. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the Required Improvements to the City. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Principal shall bear all costs of plan check, inspection and certification.

7. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Required Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Required Improvements until approved and accepted. Any use by any person of the Required Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Principal at all times prior to City's acceptance of the Required Improvements. Principal shall maintain all the Required Improvements in a state of good repair until they are completed by Principal and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Principal's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Principal fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Principal and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Required Improvements or their condition prior to acceptance. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing on the Property, and will take reasonable actions to protect the public from such dangerous conditions.

8. Superintendence by Principal. Principal shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor

or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Principal shall maintain an office with a telephone and Principal or a person authorized to make decisions and to act for Principal in Principal's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

9. Injury to Public Improvements, Public Property or Public Utilities Facilities. Principal shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Principal shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

10. Warranty. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. As to any Required Improvements which have been repaired, replaced, or reconstructed during the Warranty, Principal and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Required Improvements. Nothing herein shall relieve Principal from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Required Improvement following expiration of the Warranty or any extension thereof. Principal's warranty obligation under this section shall survive the expiration or termination of this Agreement.

11. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Required Improvements, or performance of this Agreement. This indemnification includes, without limitation, the

payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

12. Security.

a. Required Security. Concurrently with the execution of this Agreement, the Principal shall furnish the City with:

(1) Faithful Performance Security. Principal shall provide faithful performance security to secure faithful performance of this Agreement ("faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$218,000.00 (Two Hundred Eighteen Thousand and No/100 Dollars)**.

(2) Payment Security. Principal shall also provide payment security to secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for the work ("payment security"). This security shall be in the amount of fifty percent (50%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$109,000 (One Hundred Nine Thousand and No/100 Dollars)**, and shall secure the obligations set forth in Title 1 (commencing with Section 8000) through Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

(3) Guarantee and Warranty Security. Principal shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$21,800.00 (Twenty One Thousand Eight Hundred and No/100 Dollars)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished.

(4) Monument Security. Principal shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, which total cost is in the amount of **Not Applicable**, to guarantee and secure the placement of such monuments.

b. Additional Requirements.

(1) Any bonds submitted as security pursuant to this section shall be furnished by companies who are authorized and licensed by the Insurance Commissioner of the State of California as "admitted surety insurers," to act as surety upon bonds and undertakings. The company shall maintain in this State at least one office for the conduct of its business. Bonds must be approved by the City. The premiums for said bonds shall be paid by Principal.

(2) The bonds shall be furnished on the forms enclosed following this Agreement and shall be satisfactory to the City.

(3) The surety (or sureties) shall furnish reports as to the financial conditions from time to time as requested by the City.

(4) Alternative forms of security will be allowed upon approval of the City Engineer and shall be approved as to form by the City Attorney. All required securities shall be in a form approved by the City Attorney.

(5) No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties.

(6) The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer and as provided in this Agreement. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Principal's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

(7) The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

c. Principal's Liability. While no action of Principal shall be required in order for City to realize on its security under any security instrument, Principal agrees to cooperate with City to facilitate City's realization under any security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any security instrument or the subsequent expiration of any security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Principal shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 12.

d. Release of Security.

(1) Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the guarantee and warranty security shall remain in full force and effect unless and until the City notifies Principal in writing that the necessary repairs have been made to the satisfaction of the City Engineer and that the warranty period has been successfully completed.

(2) Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code (commencing with Section 8410), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

(3) Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City.

(4) Monument Security. The monument security may be released by written authorization of the City Engineer after all required monuments are accepted by the City Engineer, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the monuments.

13. Insurance.

a. **Types; Amounts**. Principal shall require anyone who performs work on the Public Improvements (referred to hereinafter as "contractors") to procure and maintain, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

(1) **General Liability**. All contractors shall procure and maintain Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01 or equivalent form, with a combined single limit of not less than $3,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate shall be twice the occurrence limit or shall apply separately to each project. If Developer maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the contractor. The General Liability policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a

subcontractor's failure to carry specific insurance or to supply evidence of such insurance

(2) **Business Automobile Liability.** All contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, hired, borrowed and non owned by the insured or for which the insured is responsible.

(3) **Workers' Compensation.** All contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability with limits of not less than $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy at all times during which insured retains employees.

(4) **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than $1,000,000 per claim. Such insurance shall be endorsed to include contractual liability. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

(5) **Pollution Liability.** All contractors shall procure and maintain pollution liability insurance for pollution incidents at or from any location at which the contractor is performing work under this agreement with limits of not less than $1,00,000 per Pollution Incident, and $1,00,000 aggregate. Coverage shall apply to pollution incidents at or from any location at which Developer and its contractors are performing work under this agreement. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by the City. Developer and its contractors are responsible for any deductible or self-insured retention and shall fund it upon the City's written request, regardless of whether Developer and its contractors have a claim against the insurance or are named as a party in any action involving the City. The City, its elected officials, officers, employees, agents, and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Developer and its contractors. Additional insured status shall continue for one (1) year after completion of the work. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work. The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended

reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

b. **Deductibles**. Any deductibles or self-insured retentions shall be shown on the Certificate of Insurance. If the deductible or self insured retention exceeds $25,000 it shall be approved in advance by the City. Principal and/or its contractors are responsible for any deductible or self insured retention and shall fund it upon the City's written request, regardless of whether Principal and/or its contractors have a claim against the insurance or are named as a party in any action involving the City. . At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

c. **Additional Insured; Separation of Insureds**. The Required Insurance (except Workers' Compensation and Professional Liability) shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Principal, including materials, parts, or equipment furnished in connection therewith Additional insured status shall continue for one (1) year after completion of the work. The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

d. **Primary Insurance; Waiver of Subrogation**. The General Liability Insurance shall be primary to, and noncontributory with, maintained by the City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City, its elected officials, officers, employees, agents and volunteers.

e. **Certificates; Verification**. Principal shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

f. **Term; Cancellation Notice**. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. Principal 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, Principal shall forthwith obtain and submit proof of substitute insurance. Should Principal fail to immediately provide proof pf other

insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Developer's sole cost and expense.

g. **Insurer Rating**. Unless approved in writing by City, all Required Insurance shall place with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

14. Principal Not Agent of City. Neither Principal nor any of Principal's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Principal's obligations under this Agreement.

15. Default; Notice; Remedies.

a. Notice. If Principal neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Principal to be in default or violation of this Agreement and make written demand upon Principal or its surety, or both, to immediately remedy the default or violation. Principal shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Principal shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Principal and its surety shall be liable to City for all costs of construction and installation of the Required Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

b. Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Principal and its surety, without the necessity of giving any further notice to Principal or surety. City's right to take such actions shall in no way be limited by the fact that Principal or its surety may have constructed any, or none of the required or agreed upon Required Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Principal or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Principal or its surety the full cost and expense incurred.

c. Other Remedies. No action by City pursuant this section shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue

inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

16. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

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

Notices required to be given to Principal shall be addressed as follows:

Dawood Beshay
DMSD Cajun Properties, LLC
41760 Ivy Street, Suite 201
Murrieta, CA 92562

17. 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 agreed 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 is signatory was not competent or so authorized to sign this Agreement.

18. Attorney's Fees. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all attorney's fees and costs. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of attorney's fees and costs.

19. Assignment. Principal shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20. Compliance with Laws. Principal, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

21. Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Principal of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Principal agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Required Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Required Improvements or this Agreement.

22. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Principal's rights with respect to any change in any zoning or building law or ordinance.

23. Approvals by City; Amendment. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. 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 authorized 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.

24. Construction and Interpretation. It is agreed and acknowledged by Principal that the provisions of this Agreement have been arrived at through negotiation, and that Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

25. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the Recorder of Riverside County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

26. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

27. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

28. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Principal include all personnel, employees, agents, and subcontractors of Principal, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

29. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

30. Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

31. Effective Date of Agreement. This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Principal.

32. Relationship Between The Parties. The Parties hereby mutually agree that neither this Agreement, nor any other related entitlement, permit, nor approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Principal. Principal's contractors and subcontractors are exclusively and solely under the control and dominion of Principal. Nothing herein shall be deemed to make Principal or its contractors an agent or contractor of City

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

PRINCIPAL:

_____

Name:_____
Title:_____

_____

Name:_____
Title:_____

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

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

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

1.41 acres in portion of Lot 28, Sedco Tract No. 1, as shown by map on file in Book 10 Page 58 of maps, records of Riverside County, California.

APN: 366-290-011

EXHIBIT "B"

SURETY BONDS AND OTHER SECURITY

As evidence of understanding the provisions contained in this Agreement, and of the Principal's intent to comply with same, the Principal has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE SECURITY: $ 218,000.00
Surety: _____
Attorney-in-fact: _____
Address: _____
_____
_____

PAYMENT SECURITY: $ 109,000.00
Surety: _____
Attorney-in-fact: _____
Address: _____
_____
_____

MONUMENT SECURITY: Not Applicable
Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

STREET IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and DMSD Cajun Properties, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Popeye's Restaurant Street Improvements ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated December 14, 2022 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Two Hundred Eighteen Thousand Dollars ($218,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement

Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

STREET IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and DMSD Cajun Properties, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Popeye's Restaurant Street Improvements ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated December 14, 2022 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the

Principal, the sum of One Hundred Nine Thousand Dollars ($109,000.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its

duly authorized Attorney-in-Fact at _____, this _____ day of _____, _____.

_____	_____
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: December 14, 2022

SUBJECT: Planning Commission Meeting Starting Time Change

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi, Planning Director

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DESIGNATING THE TIME, DATE, AND LOCATION OF PLANNING COMMISSION MEETINGS; AND REPEALING RESOLUTION NO. 2012-33

DISCUSSION:
On July 14, 2021, the City Council took action to change the meeting start time for Council meetings from 6:30 pm to 6:00 pm (Resolution No. 2021-38 - Attachment B). Council's action on the time change was recently presented to the Planning Commission for discussion to see if the Commission would support a similar change to their meeting start time. The Commission discussed this and unanimously supported changing their meeting start time from 6:30 pm to 6:00 pm.

As a result, the Commission requested staff prepare a Resolution for Council consideration to officially make the start time for Commission meetings 6:00 pm instead of 6:30 pm. As outlined in WMC Chapter 2.24.060 (D), the Planning Commission's regular meeting day and time are set by Resolution; therefore, given the Commission's direction, the Planning Department has prepared a Resolution (Attachment A) formally adopting the new start time for PC meetings.

FISCAL IMPACT:
None.

ATTACHMENTS:
Attach A - Council Resolution-PC Time Change.pdf

Attach B - Council Resolution 2021-38 [7-14-21].pdf

ATTACHMENT A

RESOLUTION NO. 2022-___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DESIGNATING THE TIME, DATE AND LOCATION OF PLANNING COMMISSION MEETINGS; AND REPEALING RESOLUTION NO. 2012-33

THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1 FINDINGS.

A. The City Council has adopted Ordinance No. 16, which established an appointed Planning Commission consisting of five members under the authority of Government Code Section 65100 and following ("Local Planning Law").

B. The City Council wishes to establish designated regular meeting times and dates for the Planning Commission that are consistent with those of the City Council regular meeting times.

C. In accordance with WMC Chapter 2.24.060 (D), the City Council has the authority to adopt changes to the Planning Commission regular meeting day and time via a Council Resolution as presented herein.

SECTION 2 PLANNING COMMISSION DATES AND TIMES.

Regular meetings of the Planning Commission shall be held at 6:00 p.m. on the first Wednesday of each month in the City Council Chambers or such other location as may be designated from time to time by the Planning Commission.

SECTION 3 REPEAL OF RESOLUTION NO. 2012-33.

City Council Resolution No. 2012-33 is hereby repealed in its entirety.

SECTION 4. EFFECTIVE DATE.

This Resolution shall take effect immediately and remain in effect until repealed, rescinded or superseded by action of the City Council.

PASSED, APPROVED, AND ADOPTED this 14th day of December, 2022.

_____
Joseph Morabito
Mayor Pro Temp

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

RESOLUTION NO. 2021 - 38
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING RESOLUTION NO. 2019-63 AND RESOLUTION NO. 2020-56 DESIGNATING THE TIME, DATE AND LOCATION OF CITY COUNCIL MEETINGS

WHEREAS, City of Wildomar municipal code section 2.04.010 states that regular meetings of the City Council shall be held at a location and times to be designated by Resolution of the City Council.

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

Section 1. Repeal of Resolution No. 2019-63 and Resolution No. 2020-56

Resolution No. 2019-63 and Resolution No. 2020-56 is hereby repealed in their entirety.

Section 2. Time and Location of Regular Meetings

The regular meetings of the City Council shall be held on the second Wednesday of each month (unless the date is a legal holiday and in such event the regular meeting shall be held on the next succeeding day) commencing at 3:00 p.m. for afternoon Open Session (if needed), 5:00 p.m. for Closed Session (if needed) and at 6:00 p.m. for evening Open Session at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595, or such other location within the City as may be properly noticed.

Section 3. Effective Date

This Resolution shall take effect September 1, 2021.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2021.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2021 -- 38 was duly adopted at a regular meeting held on July 14, 2021, by the City Council of the City of Wildomar, California, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales
City Clerk
City of Wildomar

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 1.11
Meeting Date: December 14, 2022

SUBJECT: Professional Service Agreement for Laserfiche with Complete Paperless Solutions (CPS).

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Authorize the City Manager to execute the agreement with Complete Paperless Solutions (CPS).

SUMMARY:

On Monday, October 17, 2022, the City issued a Request for Proposal, inviting qualified Laserfiche vendors to submit a proposal for a cloud-based electronic document management system (EDMS) that would:

1. Comply with industry-recognized standards relating to security techniques and information security management and provide administrative users with controls to prevent stored records from being overwritten, deleted, or altered and
2. Provide tools and features to enable workflow efficiency, improve knowledge and information sharing, improve document findability, decrease the duplication of records, and minimize costs for implementing an effective Records and Information Management Program.

The city received three (3) proposals. Complete Paperless Solutions (CPS) was one (1) of three (3) respondents. The City formed an evaluation committee composed of staff from different departments to review the proposals. Based on a scoring system, CPS was determined to be the highest ranked and provided a solution that best suited the City's needs.

BACKGROUND:
One of the objectives for FY 22-23 is to enhance resident engagement. The implementation of a City-wide Electronic Document Management System (EDMS) will reduce/eliminate the need

for paper transactions where feasible and provide more opportunities for residents to complete transactions with the city online, with appropriate security measures. Laserfiche will allow staff to streamline the public records request process by facilitating the retrieval of City documents. Laserfiche's workflows will enhance document processing of external and internal city documents used for city business. Laserfiche meets California Government Code and Regulations 22620.1 through 22620.8 associated with Trustworthy Electronic Document or Record Preservation. Laserfiche provides its users with document security and disaster recovery capabilities.

DISCUSSION:

The City Clerk's office will be responsible for managing Laserfiche and overseeing the implementation of the EDMS and user training. The City has negotiated a three-year contract with CPS for a total of $68,000.00 for Laserfiche Cloud Document Management. Laserfiche Cloud document Management includes records management, web client, audit trial, import agent, Laserfiche scanning, connector, mobile, office plug-ins, and integration with DocuSign, SharePoint, MS Teams, and Dynamic 365CRM. The first-year cost includes licensing, training, implementation cost plus 10% contingency for 12 users. The purchase of Laserfiche with Complete Paperless Solutions (CPS) is approved under the National Cooperative Purchasing Alliance (NCPA). NCPA is a leading national government purchasing cooperating working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state-of-the-art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest price. NCPA's RFP for an electronic Management document system has established Complete Paperless Solutions as a credible retail that will provide the City with the best competitive pricing. Retailers under the NCPA's RFP are ensured to provide public agencies with the highest quality service at the lowest price. The utilization of another public agency's purchase of such supply or equipment for procurement is allowed under Municipal Code Section 3.24.080 Purchasing Methods, which sets forth the required methods for purchasing supplies and equipment. Section 3.24.080 states that the acquisition of supplies or equipment may be obtained under the following circumstances:

1. The supply or equipment is available through or in conjunction with another public agency's purchase of such supply or equipment; and
2. The other public entity (in this instance NCPA) has gone through a bidding process that the City Manager determines is comparable to those processes adopted in Section 3.24.080.

FISCAL IMPACT:

The total cost of the contract will be $68,000 which includes a 10% contingency for each year's cost. The first-year cost includes records management, training, one-time integrations and licensing for 12 users. Year 2 includes licensing for 14 users. Year 3 includes licensing for 16 users. Year 1 has already been budgeted in the City's budget for FY 2022/2023. The remaining years will be budgeted in the upcoming budget cycles.

Contract breakdown

Year 1: 33,000

Year 2: 16,500

Year 3: 18,500

ACCOUNT CODE:

100-410-4130-58110

ATTACHMENTS:
A. CPS Agreement and Proposal
B. City Issued Laserfiche RFP
C. Addendum No. 1 - Laserfiche RFP

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

Complete Paperless Solutions (CPS)

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
Complete Paperless Solutions (CPS)

This Agreement for Services ("Agreement") is entered into as of this **14th** day of **December 2022,** by and between the **City of Wildomar**, a municipal corporation ("City"), and **Complete Paperless Solutions (CPS)**, 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 request for proposal, the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

D. The Parties desire to formalize the selection of Service Provider for the 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 ***3 years (36months), with the option of extending the engagement for an additional two years,*** commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

b. Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, 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 is 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 only if 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 $68,000.00 dollars, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed amounts exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and 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 Service Provider to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of 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 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 the 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 and concern the result of Service Provider's provision of service and not the means, methods, or scheduling of 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 in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

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

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the

following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse the 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, uness 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, a 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 of 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 the 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 the 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 the City or any and all of its officials, employees, and agents.

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

c. If either Service Provider or City fails 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 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: Daniel A. York
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: Complete Paperless Solutions (CPS)
Attn: Jamie Dunn
5130 E. La Palma Ave. Suite 206
Anaheim, CA 92807

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after the 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 Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Wildomar Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in

state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____

Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

"Service Provider" Complete Paperless Solutions (CPS)

By: _____
Name: Jamie Dunn AKA James Dunn
Title: Vice President of Sales at Complete Paperless Solutions (CPS)

By: _____
Name: Claude Schott
Title: CFO at Complete Paperless Solutions (CPS)

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 San Diego

On 12-2-2022, before me, Cindy Hawkes Notary Public, personally appeared Claude Schott, 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: Cindy Hawkes
Signature of Notary Public

CINDY HAWKES
Notary Public - California
San Diego County
Commission # 2355586
My Comm. Expires May 23, 2025

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 Riverside

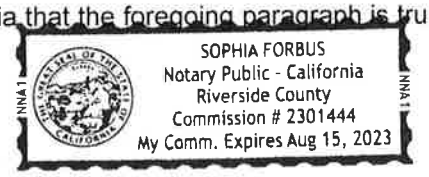
On 12/06/2022, before me, Sophia Forbus, Notary Public, personally appeared James Dunn, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

SOPHIA FORBUS
Notary Public - California
Riverside County
Commission # 2301444
My Comm. Expires Aug 15, 2023



Place Notary Seal Above

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

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  _____

- ☐ PARTNER(S) TITLE(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:

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

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

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DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4814-7282-0706 v1

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

See attached Proposal, Exhibit A-1

EXHIBIT "B"
COMPENSATION

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

FY 2022/2023

Laserfiche Cloud Software breakdown:

Description	Quantity	Public Price
Laserfiche Cloud Professional User per year subscription*	12	$9,960.00
Laserfiche Public Portal (up to 1,000 views per month)	1	$600.00
Laserfiche Records Management Edition	1	$5,750.00
DocuSign Integration	1	$300.00
Laserfiche Vault	1	$3,000.00
Total Cloud		**$19,610.00**

Turnkey Solution/ Total Cost:

Description	Quantity	Public Price
Laserfiche Cloud Software		$19,610.00
Professional Services		$14,000.00
	Total	$33,610.00
	One Time Discount	-$6,722.00
	Total Turn Key	**$26,888.00**

Maintenance and Support:

	Basic	Priority*	VIP
Laserfiche Cloud	Included	+ $3,000.00	+ $6,000.00

* If priority is chosen in the first year, VIP support will be provided in the first year at no extra cost.

FY 2023/2024 & FY 2024/2025

Description	Price
Cloud Professional User (Yearly subscription per user)	$830
Public Portal (1,000 views)	$600
Laserfiche Records Management Edition	$5,750
DocuSign Integration	$300
Laserfiche Vault	$3,000
Professional Service Package (80 hours)	$14,000
Laserfiche Cloud Priority (yearly subscription)	$3,000
Laserfiche VIP (yearly subscription)	$6,000
Workflow/eForm Design	**Hourly Rate**
Basic Support	$225
Priority Support	$200
VIP Support	$175
Development Conversion	**Hourly Rate**
Basic Support	$275
Priority Support	$250
VIP Support	$225
Other Professional Service	**Hourly Rate**
Basic Support	$225
Priority Support	$200
VIP Support	$125
Training	**Hourly Rate**
Basic Support	$200
Priority Support	$175
VIP Support	Free-unlimited

Laserfiche Cloud

Core System Components

Product Description	Quantity	Code	List Price	Licensing Metric
Business Users	25-49	CLENF3	$ 950.00	User
	50-99		$ 900.00	User
	100-199		$ 755.00	User
	200-499		$ 735.00	User
	500-999		$ 435.00	User
	1,000+		$ 300.00	User
Professional Users	5-49	CLENF2	$ 830.00	User
	50-99		$ 700.00	User
	100-199		$ 670.00	User
	200-499		$ 460.00	User
	500-999		$ 310.00	User
	1,000+		$ 210.00	User
Starter Users	1-50	CLENF1	$ 600.00	User
Participant Users	10-199	CFPAR	$ 120.00	User
	200-499		$ 72.00	User
	500-999		$ 54.00	User
	1,000+		$ 42.00	User
Community Users	Block of 500	CFCAL	$ 12,600.00	User
	Block of 1,000		$ 18,190.00	User
	Block of 2,000		$ 24,250.00	User
	Block of 5,000		$ 36,380.00	User
	Block of 10,000		$ 48,500.00	User
	Block of 25,000		$ 60,620.00	User
Public Portal	Up to 1,000	CLPPAL	$ 600.00	Views per month
	Up to 10,000	CLPPAL10	$ 4,200.00	Views per month
	Increments of 10,000		$ 4,200.00	Views per month
Forms Portal	Up to 1,000	CLFPAL	$ 1,800.00	Submissions per month
	Up to 10,000	CLFPAL10	$ 4,400.00	Submissions per month
	Increments of 10,000		$ 4,400.00	Submissions per month

Add-on Components

Product Description	Quantity	Code	SP Price	Licensing Metric
Laserfiche Records Management		CLRM	$ 4,025.00	Account
		CLVAL	$ 2,100.00	Account
Advanced Audit Trail		CLATX	$ 2,012.50	Account
Laserfiche Smart Invoice Capture	Up to 10,000	CISC	$ 4,200.00	Invoices per year
	Up to 20,000		$ 6,997.20	Invoices per year
	Up to 50,000		$ 13,986.00	Invoices per year

	Up to 100,000		$ 24,486.00	Invoices per year
	Up to 250,000		$ 40,597.20	Invoices per year
Laserfiche Quick Fields Complete with Agent	10	CLQCXA	$ 8,400.00	Device
Laserfiche ScanConnect		CCSX1	$ 70.00	Device
Laserfiche Workflow Bots		CRPA	$ 3,500.00	Bot
Laserfiche SDK		CTKN	$ 854.00	Account
Laserfiche API additional calls	Block of 50,000	CTKA	$ 4,025.00	Calls per month
Storage (100 GB)		CLSAL	$ 210.00	Account

I. **The total compensation for the Services shall not exceed $68,000 as provided in Section 4 "Compensation and Method of Payment" of this Agreement.**

A. **Year 1:** $33.000
B. **Year 2:** $16,500
C. **Year 3:** $18,500

Exhibit C
Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to 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, Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work. A copy of the claims reporting requirements must be submitted to the City for review.

If 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 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 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 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, 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 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 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 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 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.

Exhibit A- 1

Complete Paperless Solutions Proposal

City of Wildomar

BY: Complete Paperless Solutions (CPS)

11/3/2022

Laserfiche Document Management RFP

Laserfiche

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sales@cps247.com
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INTRODUCTION LETTER

November 3rd, 2022

City of Wildomar
Attn: Janet Morales
23873 Clinton Keith Rd Suite 201
Wildomar, CA 92595

Dear Janet,

We are pleased to submit the attached response to the Request for Proposal for Laserfiche. Complete Paperless Solutions, LLC (CPS), is located at 5130 East La Palma Ave #206 Anaheim, Ca 92807. Our Corporate Office phone number is (866) 661-2425 and our Federal ID Number is 27-0926551. My name is Jamie Dunn, Vice President of Sales, and I will be the main point of contact for this RFP.

We understand that the city does not currently have an Enterprise Document Management System and is looking to enter into a business relationship with an organization that has a proven track record of successful deployments of EDMS with long term viability. Winning the latest Customer Choice Award directly from the manufacturer, Laserfiche, should instill comfort that CPS is the #1 Solution Provider for this job. This award honors the single Laserfiche Provider who has maintained the highest customer retention and the highest net promotor scores from their customers. CPS is a **Platinum Certified Solution Provider** (SP) of Laserfiche™ Enterprise Content Management solution as well as a respected systems integrator and consultancy. Our customer-centric business model promotes long-term relationships stemming from excellent service, fair pricing, and good old-fashioned know-how.

The Laserfiche software solution meets all the required capabilities outlined in the RFP and much more. Laserfiche Quick Fields is a robust scanning solution that will provide an easy way to ingest your documents into the Laserfiche repository. Our solution includes integrations options to have different applications across the city communicate with each other. Within the proposal you will find the different levels of integrations which are available for the exact need of the city. Automating retention policies will be available utilizing Workflows which we have already created for many other cities here in California. The power of Laserfiche Workflow will be utilized throughout the city as it is a very useful tool which you will soon come to find out. Workflow will be a proponent of taking the city from reactive to

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predictive maintenance activities as well. Document security and disaster recovery are prebuilt into the Laserfiche Cloud solution for peace of mind nothing is ever missed.

The advantage of opting for a Laserfiche Cloud EDMS will provide a non-disruptive implementation with minimal downtimes for users as mentioned in your project objectives. Updates and product enhancements will all be happening in the background without the need of stopping your everyday work at the city. From scan/capture, index, storage, and retrieval of documents you will quickly see departments ingesting data into the system easily and utilizing the power of OCR immediately. Also included in this proposal is Laserfiche Weblink Public Portal which ensures meeting public service expectations with transparency of public documents which will be tied into the City of Wildomar website. The Laserfiche Vault module will be necessary to provide a crucial part to the compliancy the city is looking for with California Government Code and Regulations 22620.1 through22620.8 associated with Trustworthy Electronic Document or Record Preservation.

Training is paramount for a successful implementation of any EDMS solution, especially when it is the city's first time going through a project of this size and caliber. Training for all of your departments is included in our pricing, however we always suggest taking a close look at our VIP Support option which provides unlimited training when added. CPS also has an entire webpage dedicated to training resources which is 100% free and accessible to all 24/7 and is located here at https://www.cps247.com/bpm.

CPS is confident that it is well-suited to aid the City of Wildomar with a support and professional services team that has been representing Laserfiche ™ since 1996. CPS's business model is based on the deployment, customization, and support of Laserfiche rather than the "deploy and depart" model. We strongly rely on our references of other cities who we have assisted in projects exactly like yours, and once you reach out to them, we are certain they will encourage you to choose CPS as your business partner for the deployment of this project and a long-lasting relationship as your system grows. With CPS being an **Employee-Owned Company,** we all have the highest of interest to make sure you are thrilled with your experience from the very beginning and each day after. I personally live right down I-15 in Temecula, CA and **I frequent many local businesses in Wildomar, with Angelo's Brick Oven Pizza being at the top of the list!**

CPS does not have any pending litigation, nor do wee have a parent company or any subsidiaries. CPS has never failed to complete any contract. CPS has never filed for bankruptcy or insolvency. We would be pleased to discuss any aspect of this informational proposal and to provide additional information related to our proposed solution or ability to deliver.

Sincerely,

Jamie Dunn
Vice President of Sales
Cell: 760-419-3446
Email: jdunn@cps247.com

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QUALIFICATIONS AND EXPERIENCE

Complete Paperless Solutions (CPS) is headquartered in Anaheim with offices in Paso Robles, Vista, and Temecula. CPS has been in business since 1996 and is an employee own company and employs eleven (11) staff members. CPS has been recognized as a million dollars Solution Provider for its performance during last fiscal year and received a special other award for most improved new sales, which is a very nice result since our focus is on service.

CPS is currently assisting and supporting over one hundred and fifty clients on a national level mainly in California and also in Arizona, Florida, Louisiana, Massachusetts, New York, Pennsylvania, Texas, and Wisconsin. CPS has the highest ratio of support people per customer in California among any other Laserfiche Solution Providers. CPS is also a proud sponsor of CCAC, MISAC and CLEARS.

A representative sampling of some of our customers would include the Cities of Bakersfield, Beaumont, Brea, Big Bear, Ceres, Cerritos, Chowchilla, Claremont, Coachella, Commerce, Covina, Desert Hot Springs, El Centro, El Monte, El Segundo, Encinitas, Fontana, Fountain Valley, Gilroy, Grand Terrace, Huntington Beach, Indio, Irwindale, La Habra Heights, La Quinta, Lodi, Marysville, Menifee, Montclair, Montebello, Murrieta, Paso Robles, Pismo Beach, Porterville, Rancho Mirage, Redondo Beach, Rosemead, San Bernardino, San Dimas, San Jacinto, San Rafael, Santa Clarita, Seal Beach, Torrance, West Covina, Westminster, Yorba Linda and Yucaipa just to name a few.

The first Laserfiche installation by CPS was in 1997 for the San Luis Obispo Sheriff Department which is still up to today CPS Laserfiche client.

Our largest implementation is Spindletop of Beaumont Texas and part of the East Texas Behavioral Health Network (ETBHN). Spindletop has a Laserfiche RIO solution that includes 227 names users, 1,546 read only users and a Public Portal for unlimited users.

As mentioned above, CPS has over 150 customers. CPS has implemented Laserfiche solutions to 70% of its customer base, while **CPS inherited 30% of its customer from other Laserfiche Certified Solution Providers due to a lack of their customer support and technical challenges.**

Key Roles

The Anaheim office staff, and software engineers will provide service and support for the City of Wildomar and will assist you in the support, design, implementation, and training of the Laserfiche application. We currently have six (6) software engineers and three (3) application developers.

Communication between the City of Wildomar and CPS will be the essence of a successful implementation. Therefore, Jamie Dunn will be the executive coordinator and main contact. Jamie has over fifteen years of experience in document and record management industry and is currently the Vice President of Sales for CPS. Jamie joined the team in April of 2021. Prior to joining CPS, Jamie was an Account Manager at ECS Imaging for 10 years.

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REFERENCES

City of Desert Hot Springs

Jerryl Soriano – City Clerk – (760) 329-6411 ext. 107 - jsoriano@cityofdhs.org

The project started in June 2019 and is complete with a 5 Full Users Cloud Subscription plan and Public Portal with 1,000 views per month. They have since added Forms Portal up to 1,000 Forms Submissions each month and have an integration between NEOGOV and Laserfiche as well. The city is in full production and the city also opted to have VIP support.

Total cost of the project was $9,306, budget unknown, and finished on time.

City has 92 employees and a population of 28,878

City of Indian Wells

Angelica Avila – City Clerk – (760) 346-2489
Email: aavila@indianwells.com

The project started in May of 2021 and is complete with a 6 Full Users Cloud Subscription plan, Public Portal with 1,000 views per month, Records Management Edition, and Vault Trusted System as well. The city is in full production and have also opted to have VIP support. City continues to outsource scanning services as well.

Total cost of the project was $19,900, budget unknown, and finished on time.

City has 33 employees and a population of 5,470

City of Beaumont

Jamie Salas – IT Manager – (951) 572-3221
Email: jsalas@beaumontca.gov

The city was formerly with ECS Imaging chose to change Providers to CPS. They had an On-Prem system and decided to move to Laserfiche Cloud which is now a 14 Full User system, 40 Participant Users, and Public Portal with 1,000 views per month. The city has opted to choose VIP Support as well.

Total cost of the project was $16,968.22, budget unknown, and finished on time.

City has 125 employees and a population of 51,063

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City of Livermore

Clay James – Assistant City Clerk – (925) 960-4210
Email: cjames@cityoflivermore.net

The city used to have Laserfiche RIO with ECS Imaging and decided to move to Cloud Trusted System with 140 users. CPS migrated and reorganized the entire content to follow their records retention policy. The awarded contract was $241,584.00, including VIP support in July of 2021. Budget was unknown. Project is complete and finished on time.

City has 544 employees and a population of 90,189

City of San Mateo

Alesha Boyd – Management Analyst City Clerk Department – 650-522-7043
Email: aboyd@cityofsanmateo.org

City Clerk staff issued a Request for Proposal (RFP) requesting bids for a cloud based EDMS solution to replace SIRE. Ten proposals were received. Staff completed the review and eliminated five of the 10 proposals as not responsive to all the requirements in the RFP. The five remaining proposals were invited for demonstrations. Employee representatives from Information Technology, Finance, Public Works, Parks and Recreation, and Community Development Departments participated in evaluating the software. Complete Paperless Solutions, a reseller of Laserfiche, was chosen as it had all the components to meet the City's needs.

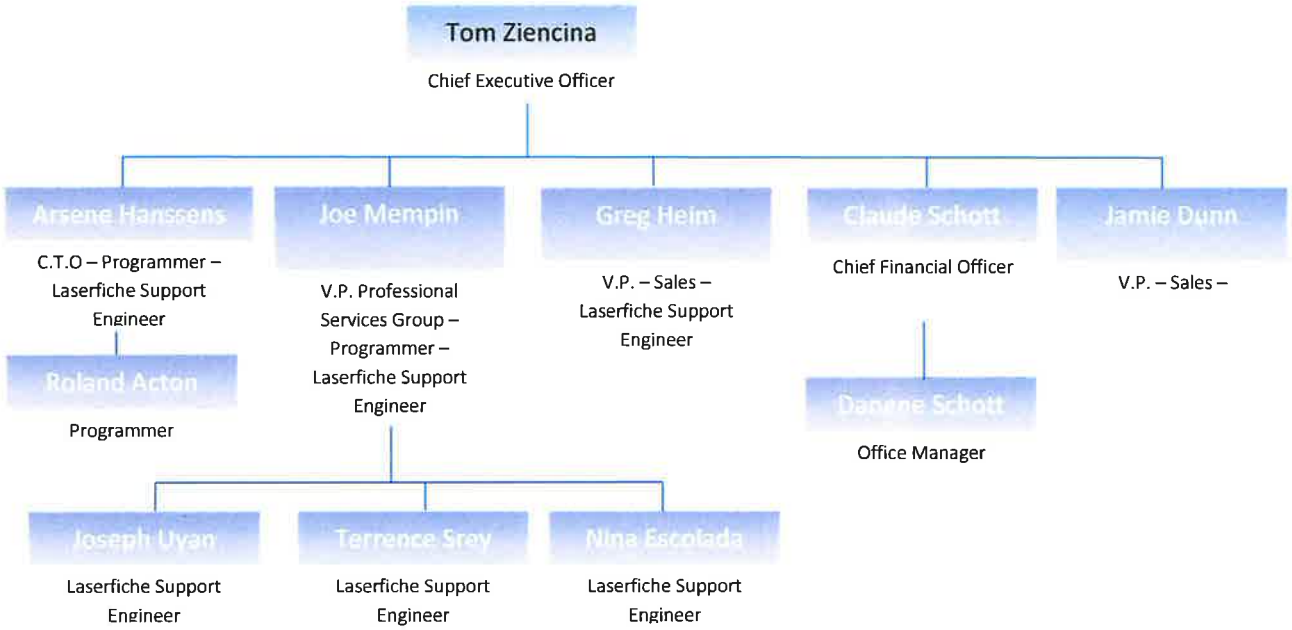
The Scope of Work for San Mateo needed a Cloud EDMS solution, a conversion and migration of their old legacy system to Laserfiche, a Trusted System including Records Management and implementation of their Retention Schedules and WORM storage. The contract award was $138,082.00. The city has VIP support. Budget was unknown and project finished on time.

City has 540 employees and a population of 104,430

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WORK PLAN AND SCHEDULE



CPS's Professional Services team lead by Joseph Mempin will assist the City of Wildomar.

Joe Mempin: Manager of Professional Services Group (PSG) – Certified Laserfiche Professional

Over fifteen (15) years of software programming and Laserfiche experience, including integrations and customizations of client software systems, legacy programs, and Laserfiche. Mr. Mempin has been managing the CPS team for the past ten (10) years. Previously he spent five (5) years developing application systems for Allgeier Computer (previous Laserfiche VAR).

CPS's Development team lead by Arsene Hanssens will assist the City of Wildomar.

Arsene Hanssens: Chief Technical Officer – Certified Laserfiche Professional

Arsene and his team are responsible for integrations, customizations, and software development. Arsene joined the CPS team in 2006 but has been working with CPS since 2001. Arsene has Electronic Content Management System (ECMS) programming experience since 1980. Arsene worked with the development of one of the very first document page scanners "Copiscan" which was then purchased by Bell & Howell in 1985.

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Our projects are managed with a focus on over preparation. Our implementations always start with a project plan and a preview of the implementation. We provide a pre-Statement of Work step which will accomplish the following:

1. Provide documentation on how we intend to implement the system. This will give stakeholders and end users a starting point conceptually and visually.
2. Provide a training preview. Seeing the system in action makes for better decisions.
3. Part of the project plan is a breakdown of the folder structure and naming convention of existing shared drives. This will provide insight to see if any information can be used for metadata when documents are converted into Laserfiche.

The outcome of steps 1 through 3 are the building blocks for our true Statement of Work. All modified and contended items use the following rules:

- CPS Project Manager will document the issue as soon as a change which impacts project scope, schedule, staffing or spending is identified.
- The CPS Project Manager will review the change and determine the associated impact to the project and will forward the issue, along with recommendation, to all interested parties for review and discussion.
- If required due to lack of consensus, the Project Sponsor shall review the issue(s) and render a final decision on the approval or denial of a change.
- Following an approval or denial, the CPS Project Manager will notify the original requestor of the action taken.

Finally, after some discussion regarding steps 1 through 3, we provide a Statement of Work. Our Statements of Work always come with a Warranty Period. During this warranty period we provide free modifications (which are considered in scope for the Statement of Work), break-fixes, and minor requests (out of scope). The warranty period also guarantees response times for issues encountered during the warranty period. Response times are usually 1 hour for business days and 4 hours for non-business days.

Please see below matrix for each step of the project, including required (and optional) participants to the deployment of the project.

With an anticipates start date of January 9th, 2023, the City of Wildomar should be in full production within 2-3 months.

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X – Required
O - Optional

		Staff Required						
		Rec Mgr	LF Admins	IT	End Users	CPS PSG	CPS Dev	CPS Sale
Project Initiation								
1.0	Kick off Meeting	X	X	X	O	X		X
2.0	Introduction to Laserfiche – Laserfiche client training and demonstration to grasp Laserfiche functionality – Laserfiche Best practices – Retention Schedules	X	X	X	O	X		X
3.0	User experience review – Shared Drive user experience demo	X	O	X		X	X	
4.0	Data and Content Review	X	O	O		X	X	
5.0	Define Repository requirements: Taxonomy and Indexing	X	X	O		X		
6.0	Project Planning – Work Plan and Statement of Work	X	X	X		X		X
Conversion								
1.0	Results Demonstration and Review – initial conversion attempt – resolve issues and finalize requirements	X	O	O	O	X		
2.0	Migration from ApplicationXtender to Laserfiche	O	O	O		X		
3.0	Fixes	O	O	O		X	X	
Set Up System								
1.0	Laserfiche Cloud Set Up		O	O		X		
1.1	Users and Groups							
1.2	Security							
1.3	Metadata							
2.0	Laserfiche Records Management		O	O		X		
3.0	Workflows (QC and Taxonomy – Records Retention)	O	O	O	O	X		
4.0	Laserfiche Public Portal		O	X		X		
5.0	Laserfiche Vault (Trusted System)		O	X		X		
Training								
1.0	System Administration – Level 1	O	X	X		X		
2.0	Administrator - Workflow	O	X	X		X		
3.0	End Users – Getting Started with Laserfiche – Multiple Classes	X	X	O	X	X		
4.0	End Users - Capture	X	X	O		X		
5.0	End Users – Public Portal or Participant – Multiple Classes	X	X	O		X		
Project Closeout								
1.0	Closure Meeting	X	X	O		X		X
2.0	Project Acceptance	O	X	O	O	X		X

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PROJECT TIMELINE

Task Name	Duration	Start	Finish	Predecessors
Laserfiche Implementation	**39 days**	**Mon 1/9/23**	**Thu 3/2/23**	
Kickoff Meeting	1 day	Mon 1/9/23	Mon 1/9/23	
Introduction to Laserfiche	1 day	Tue 1/10/23	Tue 1/10/23	2
Requirements Gathering	22 days	Tue 1/10/23	Wed 2/8/23	2
Laserfiche Requirements	**22 days**	**Tue 1/10/23**	**Wed 2/8/23**	
Security (Users and Groups)	5 days	Tue 1/10/23	Mon 1/16/23	
Security (Folders)	5 days	Tue 1/17/23	Mon 1/23/23	6
Metadata Usage	5 days	Tue 1/24/23	Mon 1/30/23	7
Taxonomy (Folder Structure)	2 days	Tue 1/31/23	Wed 2/1/23	8
Records Retention Policy	5 days	Thu 2/2/23	Wed 2/8/23	9
Laserfiche Setup	**17 days**	**Mon 1/9/23**	**Tue 1/31/23**	
Security Implementation (Users and Groups)	2 days	Mon 1/9/23	Tue 1/10/23	
Metadata Implementation	2 days	Wed 1/11/23	Thu 1/12/23	12
Security Implementation (Folders)	3 days	Wed 1/11/23	Fri 1/13/23	12
Retention Folders	2 days	Mon 1/9/23	Tue 1/10/23	
Workflows	**13 days**	**Fri 1/13/23**	**Tue 1/31/23**	**13**
QC and Taxonomy	8 days	Fri 1/13/23	Tue 1/24/23	
Records Retention	5 days	Wed 1/25/23	Tue 1/31/23	17
Laserfiche Operational		Tue 1/31/23	Tue 1/31/23	11
Laserfiche Training	**16 days**	**Thu 2/9/23**	**Thu 3/2/23**	**4**
Laserfiche End Users	5 days	Thu 2/9/23	Wed 2/15/23	11
Laserfiche Admin User	2 days	Thu 2/16/23	Fri 2/17/23	21
Laserfiche Power Users	5 days	Mon 2/20/23	Fri 2/24/23	22
Laserfiche Workflow Designers	4 days	Mon 2/27/23	Thu 3/2/23	21,22,23
Go Live		Thu 3/2/23	Thu 3/2/23	20

TRAINING

CPS has a reputation for meeting you where YOU are when it comes to training. Beginner, we got you, Expert, we can help you deepen your skillset. We'll record the training to document it and so that you can refer back. And we don't just train the IT staff, we'll ensure the Clerk, the Attorney and the HR Director are well-versed in Laserfiche. While we're happy to build workflows and forms for you, we can train you to do that also.

Training can be performed on-premises or remotely according to your COVID-19 policies and preferences. Training will be done prior, during and after implementation. You will see in our chart below that taking advantage of our VIP Support option, allows for unlimited training which many of our clients greatly enjoy.

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CPS also has an entire webpage dedicating to training resources which is available online 24/7 and can be found at https://www.cps247.com/bpm. We are constantly updating and refining our training materials on this page as new features and requests come in.

With training being such an important part of a successful implementation, below is a sampling of training schedule we would provide. Please note that we will never restrict the number of attendees in our training classes and the city will always have the choice to have trainings onsite if that is the preference. All trainings can be recorded and sent to the city for future use as well.

Laserfiche 101 – End User Training

Difficulty	Easy
Duration	4 Hours
Prerequisites	None
Description	End User training which covers the basics of Laserfiche Web/Thick Client. Training will focus on: • Laserfiche Nomenclature • Laserfiche Interface Overview • Content Creation[1] • Content Searching • Indexing • Annotations • Additional Metadata Options

Laserfiche 102 - Scanning

Difficulty	Easy
Duration	2 Hours
Prerequisites	Laserfiche 101
Description	Scanning will focus on interfacing with a physical scanner to perform the following: • Content Scanning/Creation • Sorting/Reordering • Scanning into existing content • Indexing

[1] Laserfiche 101 may require procedural processes which will be different among departments and divisions. Please keep this in mind when setting up training session groups.

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Laserfiche 103 – Read Only End User Training

Difficulty	Easy
Duration	2 Hours
Prerequisites	None
Description	End User training which covers the basics of Laserfiche Read-Only Portal. Training will focus on: • Laserfiche Nomenclature • Laserfiche Interface Overview • Content Searching

Laserfiche 201 – Power Users

Difficulty	Easy
Duration	2 Hours
Prerequisites	Laserfiche 101
Description	Training will focus on: • Advanced Search Syntaxes • Metadata Template Creation • Content Linking • Security Tagging • Content Removal

Laserfiche 204 – Laserfiche Administration

Difficulty	Easy
Duration	3 Hours
Prerequisites	Laserfiche 101
Description	Training will focus on: • Laserfiche Administration Nomenclature

	• Metadata Template Management • User Management • Storage Management • External Data Management

Laserfiche 205 – Laserfiche Workflow Design

Difficulty	Medium
Duration	8 Hours
Prerequisites	Laserfiche 101 Laserfiche 204 (recommended, not required)
Description	Laserfiche Workflow Design requires a level of Laserfiche systems understanding. Designs in this class will focus on repository interfacing. Design of workflows will focus on: • Laserfiche Workflow Nomenclature • Taxonomy • Content Renaming • Metadata population • Basic Conditional Functions • Notifications • Shortcuts • Storage Relocation

Laserfiche 305 – Laserfiche Workflow Integration

Difficulty	Hard
Duration	8 Hours
Prerequisites	Laserfiche 101 Laserfiche 204 (recommended, not required) Laserfiche 205
Description	Laserfiche Workflow Integration requires knowledge on the following topics: • Database Design and Functionality • Regular Expressions • TSQL Query Language (recommended, not required) • .NET Scripting (recommended, not required) Training focuses on:

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- Database Functions (Read, Write, Modify)
- Laserfiche Forms Integration
- Access Rights Modification
- Pattern Matching
- Advanced Conditional Functions
- Loops
- Scripting
- PDF/Word Content Creation

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COMMENTS ON OR REQUESTED CHANGES TO CONTRACT

CPS does not require any changes to be made to any contracts. Proof of Insurance is included as attachment at the end of this document, labeled Certificate of Liability Insurance.

CONFLICT OF INTEREST STATEMENT

CPS does not have any financial, business, or other relationship with the city that may have an impact on the outcome of this contract.

FEES/BILLING RATES

Cloud Professional - A la Carte

Description	Quantity	Public Price
Laserfiche Cloud Professional User per year subscription*	12	$9,960.00
Laserfiche Public Portal (up to 1,000 views per month)	1	$600.00
Laserfiche Records Management Edition	1	$5,750.00
DocuSign Integration	1	$300.00
Laserfiche Vault	1	$3,000.00
Total Cloud		**$19,610.00**

*Included in subscription pricing are the following features:

- **Workflow**
- **OCR Automated Text Extraction**
- **Indexing**
- **Direct Share**
- **Autoscaling of Computing and Storage Resources**
- **Automated Feature and Security Updates**
- **Starter Audit Trail**
- **10 Quick Fields Complete with Agent**
- **Workflow Bots for Process Automation**
- **100Gb storage per user**
- **Import Agent with Email Archiving**
- **Laserfiche Scanning**

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- **Office Plug-in**
- **Integration with SharePoint, MS Teams, and Dynamics 365 CRM**
- **Laserfiche Mobile**
- **Snapshot**
- **Connector**
- **API 50,000 calls/month**

Professional Services

Description	Quantity	Public Price
Professional Service Package (80 hours) Laserfiche installation, configuration, Records Management setup, Vault setup, consulting, and training.	1	$14,000.00
Total Cloud		**$14,000.00**

Turnkey Solution

Description	Quantity	Public Price
Laserfiche Cloud Software		$19,610.00
Professional Services		$14,000.00
	Total	$33,610.00
	One Time Discount	-$6,722.00
	Total Turn Key	**$26,888.00**

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SCANNING/BACKFILE CONVERSION SERVICES

CPS understands the importance of selecting a quality firm to manage and execute the process of scanning in historic records which may include maps, drawings, and all other media types available for storing information. With CPS being the experts in Laserfiche Document Management, many municipalities and government organizations have turned to us to handle their document scanning needs as they have tried to make it by with other vendors who could not perform to the expectations. We understand the attention expected by municipalities to produce quality images, on demand, 100% open communication and making sure every step of the project is going exactly as planned. Everything mentioned in the Scope of Work is within the capabilities of CPS along with the power of knowing you have the #1 Laserfiche Provider handling your job and there will not be any confusion on ingestion/upload into Laserfiche.

Scanning Conversion Services Process

Secure Document Conversion Facility – Enabled with only the highest security and technology available, you can be assured your data will be safe and secure from the moment your data leaves your location, until we safely return your data after the job has been completed.

Record Transfer Preparation – All boxes will have a Tamper Security Seal to ensure privacy immediately upon pickup. All boxes will be inventoried by folder and series within each box, provide a barcode label, and finalize the box count prior to departing.

Document Control and Manifest Creation – We use a specialized application to not only track all records, but we have a very stringent methodology policy we adhere to internally as well making sure all procedures are followed every step of the way. Tracking reports are generated to include all of the information pertaining to the job. The use of tamperproof seals provides an extra layer of security to keep your data safe.

Secure Record Transfer Service – All pickup and deliveries will be performed by minimally 2 staff which have gone through a background check as well. In order to keep the chain of custody, delivery and pickup scenarios will not make any extra stops while transit with a client's data. If any issue arises in transport, a secondary team is on standby to assist right away.

Storage Center when Receiving – Our procedure is to have all boxes coming in to be counted and verified 2 times. Utilizing barcodes and our 2-person process ensures quality as soon as client data arrives. Any damage or discrepancies will be reported immediately and addressed immediately.

Chain of Custody Verification – Once the data is received, another check is done on all seals of the boxes. Once security seals are removed, we verify contents again. If at any time any security issues happen to arise, clients will be notified immediately.

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Audit Tracking & Quality Control Reporting – Every employee is mandated to enter all quality control, monitoring, and progress into our tracking system. Reporting is constantly being done to ensure job is on track.

Document Preparation – Scanning sample boxes are an effective way to find out certain details of the specific job. These samples will determine the most accurate and efficient method to prepare the folder to be scanned. All staff will be trained on the job specific and details and are assigned one single box at a time. Items prepared prior to scanning including removing paperclips/staples, unfolding, utilizing copier technology to maximize scan quality, combine small documents and attached images, and anything we are not 100% clear on, we will place on the side and address with the client to ensure accuracy. If required, we are able to reassemble all data just as we picked it up with the exclusion of staples and paper clips.

Quality Assurance Document Preparation Verification – Our data sheets are updated in real time and if any problem is found, the document is sent back for reprocessing. The tracking report is updated once again, and the corrected data moves on to the next stage.

Scanning High Resolution Digital Imaging – Only the best technology available is used to provide the best outcome of a quality image. Scanning staff will be monitoring each image to ensure image is scanned in correctly and no pages are double fed. The utilization of Kofax VRS Software allows for additional clean to be done such as de-speckle, de-skew, image rotation, background suppression, edge enhancement, gray tone filtering, blank page removal, and much more if need be.

Quality Assurance Image Quality – One of the most important parts of this process is having a human being review documents for accuracy and not solely rely on software and technology. Image quality is checked at multiple levels to ensure all images are acceptable and do not need to be reprocessed.

Indexing Verification – Staff are trained to manually index one image at a time per box to ensure accuracy every step of the way. Protocols and additional software is in place to make sure indexing errors do not occur such as misspelling or double keying entries.

Quality Assurance Indexing – Taking this process to the next level, we will compare the indexed data with the re-keyed data. If any mismatches are found, they are sent back and reprocessed until it is matched. Data validation is performed utilizing character mix, date ranges, quantity ranges, including database lookups as well.

File Transfer and Upload – Once documents are ready for transfer/upload, data will be transferred to a file server with your encrypted data. From there instant access is available via VPN to search your data to view images and indexes, along with being able to start internal quality control as well. If encrypted hard drive is preferred, this exists as an alternative as well.

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Return and Delivery of Completed Job – Once all files have been reviewed and cleared for approval, data will be repacked, and security labels placed once again. Delivery procedures are followed exactly how our pick-up procedure is which is listed above with the focus on reliability and security.

Pricing

Task	Price per unit
Paper Files up to legal size – Black & White	**$0.08**
Large Format Drawings - Plans - Black & White	**$0.75**
Large Format Drawings - Plans -Color/Grayscale	**$0.85**
Pick up/Delivery	**$100.00**
Laserfiche Ingestion	**$450**

Document Prep (if any): $25/hour will be applied if boxes are handed to us and we need to remove mass amounts of staples, post it notes, paper clips, etc.

Data Entry/Indexing: $25/hour if additional indexing is required above and beyond file name and 2 index fields

Pick up/delivery: $100 pickup fee with free delivery of documents when returned

Laserfiche Ingestion: $450 each upload which we upload all scanned images into the Laserfiche repository

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OTHER REQUIREMENTS

Ongoing Maintenance and Support

CPS offers 3 different levels of ongoing support and maintenance which is explained below.

	Basic	Priority*	VIP
Laserfiche Cloud	Included	+ $3,000.00	+ $6,000.00

*If Priority is chosen for first year, we will provide VIP Support for the first year.

Customers will receive unlimited telephone technical support and software updates automatically with a cloud system. Technical support includes unlimited email, telephone and remote access to address problems related to system configuration or performance. While guaranteed response times are dictated by the terms of the support agreement, most support calls are taken live and resolved within a single call.

All support calls are logged in a case management system and assigned priority and severity levels that will be escalated (if necessary) to the development team and what lengths are necessary to address them such as providing hotfixes or point releases of the software. All customers are granted access to the Laserfiche Support Site where an abundance of knowledgebase documents can be used to support your internal IT team and Laserfiche users.

Note: Ninety-five (95) percent of support issues taken by our team have *"First Call"* resolution and are usually resolved within one hour.

i. Support Contact Information

- Support services are provided directly by CPS
- Our toll-free support number: 866-661-2425
- Non-emergency support calls can be directed to (support@cps247.com) or via our website (http://www.cps247.com/Support/SubmitTicket.aspx)

ii. Basic Support Level

- Monday to Friday during normal business hours from 8:00AM to 5:00PM PST
- Next business day guaranteed response time
- Unlimited Access to CPS Webinars
- Quarterly Newsletter

iii. Priority Support Level

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 2 hours guaranteed response time

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- Free remote upgrades
- Dedicated engineer

iv. CPS VIP Support Level

To create the least amount of burden on the IT staff, and to optimize the benefits of your Laserfiche software we recommend our VIP support package. Our VIP program offers the following:

- Monday to Friday during normal business hours from 7:00AM to 6:00PM PST.
- 2 hours guaranteed response time
- Free onsite upgrades
- A dedicated support engineer will serve as the primary contact for Laserfiche
- support through a direct telephone line.
- Unlimited onsite training
- Next day onsite support guaranteed if remote issue non-resolved
- Unlimited onsite support
- Preventive Maintenance: 2 on-site visits per year to ensure optimum system functionality
- Preferred pricing on specific integration and development projects
- Free enrollment to the Laserfiche Conference (unlimited access)
- No travel cost

Development Work (configuration and customization)

Description	Basic Support/Hr.	Priority Support/Hr.	VIP Support/Hr
Workflow/eForm Design	$225.00	$200.00	$175.00
Development – Conversion	$275.00	$250.00	$225.00
Any other professional services	$225.00	$200.00	$125.00

Customer Training

Description	Basic Support	Priority Support	VIP Support
Training	$200.00	$175.00	Free - unlimited

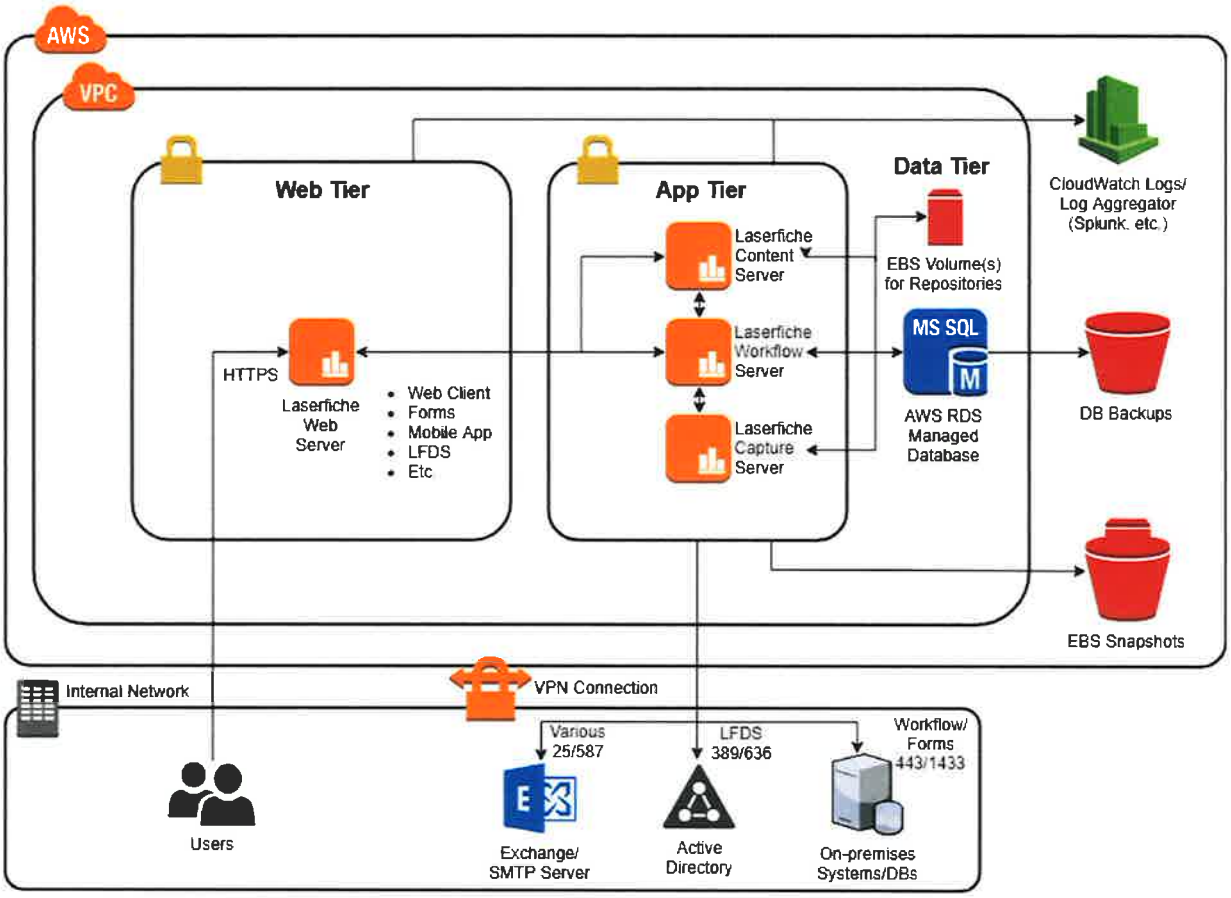
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Hardware Database Specifications

With the Laserfiche cloud solution, you will not be restricted with any hardware requirements. Even with document scanners, from smart devices to multifunctional copy devices, we can get your images into Laserfiche.

Below is a diagram of the general layout of the Laserfiche AWS architecture

Laserfiche AWS Architecture - General Layout



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Integration Options with other City Software

There are currently 5 ways to integrate Laserfiche Cloud with 3rd party software:

Remote Agents

Some work you want to perform requires resources (e.g., data sources or running bots) that you do not want to expose to the outside world. Placed behind a firewall, these resources are secure but inaccessible from your processes. Remote agents provide a secure connection to those resources so work can be performed locally, and the results sent back to process automation securely.

Remote agents consist of queues and workers. Workers are installed on your local machine and make requests for work by calling process automation. The queues schedule the work. Each work item is added to a queue. When the worker is able to perform work, it requests work from the remote agent. The remote agent then sends queued work items (if available) to the worker. When the worker completes the work items, it returns them to the remote agent and requests more work from the remote agent.

Data Sources

An external data source is a third-party database that resides outside of Laserfiche Cloud. You can use remote agents to query external data sources and transmit the results to Laserfiche Cloud. This allows you to store sensitive data securely within your organization's firewalls, while providing a secure method to share this data with Laserfiche Cloud.

Laserfiche Process Automation supports the following data sources:

- Microsoft SQL Server databases
- PostGreSQL databases
- Oracle databases
- MySQL databases
- CSV files

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Laserfiche Connector

Laserfiche Connector allows you to integrate with line of business applications. It embeds a button into these applications that pulls information from the application and uses that to perform a variety of tasks such as searching the repository, writing data to another application, or updating metadata.

API or SDK

SDK is a set of .NET assemblies that provide an API for modifying Laserfiche Cloud Entities. After you define your entity models, you can use the Entities SDK to insert instance data into your entity models and lists as well as retrieve instance data.

Laserfiche PRA (Robotic Process Automation)

Laserfiche bots use robotic process automation technology to let you easily configure software bots to automate repetitive, routine work between multiple systems. These bots work directly across application user interfaces, mimicking the actions a person would perform, including signing in and out of applications, copying and pasting data, opening emails and attachments, and filling out forms. By automating these time-consuming, uninteresting tasks, users have more time to focus on more important matters.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carla Garcia	
Robert Harris Insurance Agency, Inc. Lic. #0216736 3150 Bristol St., Suite 200 Costa Mesa CA 92626	PHONE (A/C, No, Ext): (714) 619-4480	FAX (A/C, No): (714) 619-4481
	E-MAIL ADDRESS: carla@reharris.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Casualty Insurance Co of America	19046
INSURER B :	Hartford Casualty Ins. Co.	29424
INSURER C :	Lloyds of London	
INSURER D :		
INSURER E :		
INSURER F :		

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COVERAGES **CERTIFICATE NUMBER:** 21-22 GL Auto WC E&O **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			6808B847614-21	06/23/2021	06/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6808B847614-20	06/23/2021	06/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72WECZX9262	06/23/2021	06/23/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made Policy			ESJ0731989025	06/23/2021	06/23/2022	Each Claim Aggregate Each Claim Ded.	$2,000,000 $2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Afforded by Carrier C: Lloyds of London -
Cyber Liability Limit $2,000,000, subject to a $10,000 deductible.

CERTIFICATE HOLDER

City of San Dimas
245 East Bonita Avenue
San Dimas CA 91773

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds	
LLC	Other, Insured Multiple Names

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	CNTSC	CNTSC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Non-owned	NOWND		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired/borrowed	HRDBD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	OSHF	OSHF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$3.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	LECF	LECF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$2.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	SIBT	SIBT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$6.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Waiver of Subrogation	WVSUB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$250.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	New Small Employer Credit	NSEC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$197.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Territory Differential Prem 1	TDP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$7.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$200.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Assessment Fund	ASMNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$22.00

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	UEBTF	UEBTF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$1.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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CITY OF WILDOMAR

REQUEST FOR PROPOSALS

Laserfiche

City of Wildomar
City Clerk's office
23873 Clinton Keith Rd., Ste. 110
Wildomar, CA 92595
www.cityofwildomar.org

Proposals Due by 5:00 pm on Thursday, November 03, 2022

General Information

The City of Wildomar is located in Southwest Riverside County, along the Interstate 15 freeway between the cities of Lake Elsinore and Murrieta. It is approximately 24 square miles with a population of 37,189. For additional information on the City of Wildomar please go to the website at: www.cityofwildomar.org.

The City of Wildomar is requesting a proposal from qualified Laserfiche providers. The required services and performance conditions are described under SECTION 4. SCOPE OF WORK of this document.

There is no expressed or implied obligation for the City of Wildomar to reimburse responding firms for any expenses incurred in preparing a proposal in response to this request. Materials submitted by respondents will be subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), after the award of the contract or final rejection of all proposals, unless exempt.

SECTION 1. PROPOSAL SUBMITTAL INFORMATION

Required hard copies of the Proposal shall be printed single-sided, unbound, no hole punch, no staples, paper clips ok and submitted on 8-1/2" x 11" paper. Two (2) signed original hard copies should be submitted to the City by **5:00 pm on Thursday, November 03, 2022**.

The proposal shall be in a sealed envelope clearly marked "RFP Laserfiche".

Mailed Bids:

CITY OF WILDOMAR
RFP Laserfiche
Attention: Janet Morales, City Clerk
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595

Overnight or in-person delivery:

CITY OF WILDOMAR
RFP Laserfiche
Attention: Janet Morales, City Clerk
23873 Clinton Keith Road, Ste 110
Wildomar, CA 92595

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Wildomar and the firm selected.

Questions regarding this RFP for clarification purposes only should be directed by email to Jandi Aguilar, Admin. Analyst, at jaguilar@cityofwildomar.org. Material changes, if any, to the scope of services or proposal procedures will only be transmitted via written addendum by the City.

Proposals will not be accepted by fax or electronically.

Late Proposals
Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for the timely submission of its proposal.

Withdrawal Or Modifications of Proposals
Any proposal may be withdrawn or modified by a written request signed by the firm and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is passed, firms are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection
The City of Wildomar reserves the right to accept any proposal, reject any and all proposals, call for new proposals, and to award the contract to others other than the lowest cost proposal if deemed to be in the best interest of the City.

Proposal Calendar

RFP Event	Due Date
RFP Circulated	Monday, October 17, 2022
Last Date to Submit Questions on RFP	Tuesday, October 25, 2022
Respond to Questions	Thursday, October 27, 2022
RFP Due Date	Thursday, November 3, 2022
Finalist Selected	Thursday, November 10, 2022
Presentations/Interviews (if necessary)	November 14-15, 2022
Contract Awarded by City Council	Wednesday, December 14, 2022
Expected First Day of Operations	Monday, January 9, 2022

SECTION 2. GUIDELINES FOR PROPOSAL

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process and providing standards for the comparison of submissions. Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements of the respondent's capability to satisfy the intent and requirements of this RFP should be straightforward.

The proposal shall contain the following information in the order listed:

2.1 Introduction Letter:

- The introductory letter should state the prime firm and include the firm's name submitting the proposal, their mailing address, telephone number, Federal employer I.D. number, and contact name.
- The letter shall address the firm's understanding of the project based on this RFP and any other information the firm has gathered.
- Include a statement discussing the firm's interest and qualifications for this type of work.
- The letter shall be signed by a principal authorized to commit the firm contractually.

- Provide the name, title, address, email, and telephone number of the key contact for the Firm during the RFP and award process.
- Identify any pending legation against the company, including the parent company or subsidiary.
- State any failures to complete contracts.
- Indicate any bankruptcy or insolvency in the last 10 years. Indicate the number of years the business has operated under the present name.
- Indicate if the Proposer is partially owned by another business organization or the individual that will be providing the service.

2.2 Qualifications and Experience:

Describe the proposed firm's electronic document management (EDMS) capability for undertaking and performing these services. Provide the organization's background and briefly describe the firm's size as well as organizational structure. Describe how the firm would plan to staff for this service with an emphasis on responsibilities and key roles. Indicate the number of years the company has been providing the required, equivalent, or related services.

2.3 References:

The Proposer must provide at least five references for similar, completed implementations, with at least three of the references for systems that have been implemented in the last five years. **The City prefers references from California agencies of similar size and complexity to the City.** List types and locations of similar work performed by the firm in the last five (5) years that best characterizes the quality and past performance.

Include:

- Client names
- Current phone numbers
- Brief project description including identifying the software version and modules implemented
- Email addresses for the representative projects
- Implementation cost
- Agency general fund budget
- Number of agency employees
- Total contract amount
- Implementation timeline and "go-live" date

References may be contacted as part of the selection process. References should not include the City of Wildomar Staff or City Council Members.

2.4 Work Plan and Schedule:

The Proposer should identify the proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Proposer and those to be performed by the City. The Proposer's response should clearly indicate the City resource requirements to meet the vendor's proposed schedule.

- Include a detailed implementation schedule with an estimated project start date of January 9, 2022, and an anticipated 2–3-month implementation timeframe, or propose an alternative based on the firm's experience with similar efforts. Note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule

- Describe your implementation and project management methodology and approach to ensure successful implementation.

- Provide a project organization chart highlighting the key staff who will be assigned to the project. Provide biographies for the project manager and other key assigned resources.

- Provide a high-level project implementation plan that identifies high-level tasks and the required resources that will be performed by the firm. Also, outline tasks and resources that will be requested of the City.

- Provide a detailed work plan that identifies major activities, tasks, deliverables, and resources so that the City can clearly understand what the additional phases would include and the timeline for their completion.

- Describe the roles and responsibilities of the City staff during implementation, and provide an estimated number of City resources, expected role, and level of effort during each phase of the project.

- Describe your training methodology and training documentation and how you ensure users are prepared to use the proposed solution.

2.5 Comments on or Requested Changes to Contract:

The City's standard Services Agreement is included in Attachment A, Exhibit C to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contact language in this section. If no objections or changes are requested, then so noted in this section. Also in this section, the firm will provide current proof of insurance.

2.6 Conflict of Interest Statement:

The firm shall disclose any financial, business, or other relationship with the City that may have an impact on the outcome of this contract.

2.7 Fees/Billing Rates:

The City seeks a clear and comprehensive understanding of all costs associated with the proposed solution, implementation, and ongoing maintenance of the proposed system. This shall include fee information that is relevant to a determination of whether the fee is fair and reasonable considering the service to be provided. The provision of this information assists the City in determining a firm understanding of the requested services and provides staff with tools to negotiate the costs. In addition to including the proposed costs to provide the desired services include any other cost and price information that would be contained in a potential agreement with the city.

1. Provide a complete outline of the estimated cost including firm costs and any ancillary costs such as, but not limited to, travel costs.

2. The total project cost submitted by the firm shall include all possible costs, including, but not limited to, overhead, contingencies, travel, in-house reproduction, and local communications.

3. Any cost submittal shall include sufficient detail about the firm's assumptions to permit the City to ascertain that the project can be completed within the cost proposed and to compare it to other proposals.

4. Include billable rate for optional additional services that may be requested during the project or after final acceptance.

5. Software licensing and Maintenance cost

6. Software hosting costs

7. Implementation costs such as software installation and configuration, project management, training, etc.

8. Integration services

9. 3rd party products required/recommended for the proposed solution

10. Optional offerings such as scanning of files

2.8 Other Requirements

In this section of the proposal, the Proposers should address the following items in a concise manner:

- Describe ongoing maintenance, release/upgrade, and support services. At a minimum, Proposers should address the following items:
  - Hours of support (stated in Pacific Time)
  - Escalation procedures
  - Response time commitments
  - Identify if there are solution user groups and/or user conferences
  - Provide hardware and database specifications for the proposed solution. As part of the Proposer's response, confirm your acceptance of the City's technical standards.
  - Describe the frequency that application patches and releases that have been made available within the past two years. In addition, clearly identify the roles and responsibilities of the City to complete updates.
- Provide a detailed description of the system architecture for the proposed Document solution including the following:
  - High-level diagram of the required hardware architecture
  - Hardware and software requirements including server operating system, database
  - server, client browsers supported, etc.
  - List of scanning hardware that is required for the solution
  - Detail the inherent backup and recovery functionality that is available within the software
- Describe in detail technical support hours and service level agreements. Also include support protocols for any 3rd party firms that are recommended for the proposed solution. The firm/integrator will provide information on the following items:
  - Software problem isolation and identification procedures
  - How new software is released and installed

- If third-party software is used, information describing third-party software support

SECTION 3. SELECTION CRITERIA

During the evaluation process, the City of Wildomar reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. The award shall be made to the responsible firm whose proposal is determined to be the most advantageous to the City of Wildomar, taking into consideration price and adherence to the included specifications. The selection will not be driven by the lowest proposed cost. Price will be an indication to the staff of the firm's understanding of the Scope of Work.

Nothing herein shall obligate the City to award a contract to any responding firm.

Qualification/ Inspection/ Interviews:
Proposals will only be considered from firms normally engaged in providing Laserfiche services as specified herein. The City reserves the right to inspect the firm(s) facilities, products, personnel, and organization at any time, or to take any other action necessary to determine the firm(s) ability to perform to the work required herein. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate an inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

SECTION 4. SCOPE OF WORK

4.1 Introduction

The City of Wildomar is requesting qualified service providers to submit a proposal including a pricing schedule and a summary of qualifications for providing electronic documents management (EDMS) services according to the City's specifications and all other terms and conditions. The requested services consist of a qualified firm to take full responsibility for the implementation and support of Laserfiche.

4.2 Project Objective

The objective of this RFP is to implement the City's first department-wide Electronic Document Management System (EDMS). The system will be managed by the City Clerk's office.

The goals of implementing an EDMS include:

- Establish a relationship with a proven EDMS firm with long-term viability
- Implement scanning software for the EDMS
- Have an enhanced user experience
- Maintain functionality and interlace to other software applications
- Automate retention policies were appropriate for effective document management
- Incorporate workflow for enhanced document processing
- Non-disruptive implementation with minimal downtime for users
- Extend the standardized use of an EDMS City-wide (scan/capture, index, storage, and retrieval of documents)
- Effective training for all City users
- Software Maintenance and Support
- Document security and disaster recovery capabilities
- Promotes the move from reactive to predictive maintenance activities

- Provides appropriate updates to fixed assets
- Ensures meeting public service expectations
- Compliance with California Government Code and Regulations 22620.1 through 22620.8 associated with Trustworthy Electronic Document or Record Preservation

4.3 Technical Specifications

The firm must deliver to the City a new EDMS based on the following requirements.

- **Required Specifications**
  The EDMS system must have:
  - Ability to scan and import standard data file formats, as well as large-scale maps and plans, photographs, and video files
  - OCR functionality
  - Boolean, metadata, and full-text searching
  - Customizable reporting capabilities, including the ability to export reports as both PDF and Microsoft documents (such as Excel or Word)
  - Ability to publish documents to the City's website for public access
  - Ability to "pull" data to auto-populate indexing/metadata values from other systems
  - Retention management per the City's retention schedule
  - Security for confidential records, including Personally Identifiable Information (PII)

4.4 Software System Licensing

The recommended solution should have the ability to support concurrent users. The recommended licensing model should support usage for all user types from software administration, scan/capture users, contributors/editors, search/retrieval (read-only), etc. Provide an explanation of the software licensing model for the proposed solution (concurrent user or named user licensing).

4.5 Current City Technology Standards

Technology	Current Standards
Database(s)	Microsoft SQL Studio for EDEN app
Server OS	Office 365 Cloud
Desktop OS	Windows 10/11
Server Hardware	Dell PowerEdge R440 (2x), Dell PowerEdge R530
Desktop Hardware	Dell Optiplex
Laptop Hardware	Microsoft Surface/Dell Latitude
Office Productivity	Office 365
Browser	Chrome / Edge
Email Server /Client	Microsoft Outlook
Agenda Management	Granicus
Electronic Document Signing	DocuSign
Code Enforcement	ComCate

4.6 Implementation and System Configuration

The selected firm will be responsible for all software installation and configuration for the proposed solution with assistance from the City's Information Technology personnel.
The selected firm will be responsible for providing all the necessary technical resources required for their product and the City will be responsible for installing the operating system, database components, and network connectivity. This includes all recommended system environments (development, test, production).

The firm will be required to completely configure the proposed software components. This includes security integration (with Active Directory/SSO) and system integration with the City's current software applications.

The selected firm will be responsible for FULLY testing the product as delivered and installed on the server, along with all testing for the solution and any associated updates to the server with clear guidance/directions for the City to be able to migrate into production with the assistance of the firm team.

The firm/integrator will demonstrate that the installed and configured software meet all functional specifications provided in this document. All user acceptance test plans will be developed by the City to validate that each component of the system is installed and configured along with validating all anticipated functionality is performing as anticipated.
These user acceptance test plans will be specific and detailed clearly showing compliance with each requirement contained within this document and the firm/integrator response and shared with the selected firm after the firm's design documentation is approved.

4.7 Conversion/Migration of Existing Content

Conversion/migration of electronic files (e.g., documents, images, photos) from shared drives into the new system will be required.

4.8 Education and Training

Any training costs must be clearly described in the cost proposal. Training for the operation of the proposed system shall be included in the response along with any other expenses related to training. It is preferable that the training be performed on-site, but virtual training may be accommodated. The following topics, at a minimum, must be addressed during the training:

- **System Administration:**
  - Detailed training for the assigned City system administrators and other software support functions is required. This training should sufficiently enable the City's staff to perform all required daily, weekly, monthly, and ad-hoc support activities. The proposer will be responsible for the training of all new hires.

- **Technology Basics:**
  - These basics should include what EDMS is, how it functions from a user perspective, the various components used, etc.

- **User Controls:**
  - This portion of the training should include detailed information on user access to each application/function, what each application/function is used for, how to

use each application/function, which applications/functions to access in what order, etc.

- **Security Maintenance Training:**
  - This level of training should include detail associated with how the security models are planned and configured in addition to procedures that should be followed by the City as updates to the security model are required.

- **Error Handling:**
  - The error-handling portion of the training should include descriptive information as to the various error messages that can be received by the users during daily operation. This training should be sufficient so the user can resolve what was entered incorrectly, performed improperly, or what process needs to be performed.

4.9 System Maintenance/Support:

The firm/integrator will be required to provide technical support for the installed/configured solution. The city will have primary and backup technical resources responsible for day-to-day system administration and troubleshooting with the users. These technical support resources will be trained by the firm/integrator on all product solution administrative functions necessary for the City's project to be successfully supported and maintained after successful deployment into production. The product/solution-related technical training should enable the City staff to manage ongoing workload, be able to identify issues for firm support resolution, and support end-users using the product/solution.

SECTION 5. CONTRACT TERMS

It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of Wildomar reserves the right to extend the term of this contract for two additional (1) one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm. The proposal package shall present all-inclusive fees for each year of the three-year contract term and the cost of an additional 2 years.

SECTION 6. BILLING/PAYMENT

It is anticipated that the agreement resulting from this solicitation if awarded, will be a fixed fee form of contract. The method of payment to the successful Proposer shall be shown as recurring yearly costs listed in Attachment A, exhibit C This figure shall include direct costs and overhead, such as, but limited to, transportation, communication, subsistence, and material. Non-recurring services will be compensated for time and materials at an hourly rate per Attachment A, Exhibit C. Payments will be based on monthly invoices to the City from the Proposer. The City of Wildomar does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits. The compensation and method is outlined in Attachment A section 4.

SECTION 7. INSURANCE REQUIREMENTS

The selected Proposer(s), at the Proposer's sole cost and expense and for full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in ("Attachment A; Exhibit C") Standard Agreement for Services. All policies, endorsements, certificates, and or/ binders shall be subject to the approval of the Risk Manager of the City of Wildomar as to form and content. The selected Proposer agrees to provide the City with a copy of said policies, certificates, and /or endorsements upon award of the contract

ATTACHMENTS:

A. City of Wildomar Standard Agreement for Professional Services
B. Evaluation Rubric

Exhibit A

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

_____

// 2021
RIV #4814-7282-0706 v1

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
_____

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 20__ by and between the City of Wildomar, a municipal corporation ("City") and _____, a _____ ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by ***[describe process used, i.e. request for qualifications, request for quotations, request for proposals, direct negotiation, informal quotes]*** the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a ***[proposal, quote, bid, etc.]*** for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

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

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

OPERATIVE PROVISIONS

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

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 ***[___ years/months]*** commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

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

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

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service

Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

(b) Service Provider shall perform all Services as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Service provider shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Any terms within this Agreement regarding City directives apply to 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 do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

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

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: _____
_____
_____
_____

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding

shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": _____

By: _____ By: _____

Name:_____ Name: _____

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

_____

_____

RIV #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_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

_____

_____

RIV #4814-7282-0706 v1

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

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

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

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

A. [job] [hourly rate]

B. [job] [hourly rate]

C. [job] [hourly rate]

D. [job] [hourly rate]

E. [job] [hourly rate]

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

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

Exhibit C

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Exhibit B

CONSULTANT SELECTION

LASERFICHE RFP EVALUATIONS

FIRM: _____

RATER: _____ DATE:_____

EVALUATION CATEGORY	SCORE
Technical competence and expertise as demonstrated by the responder's expressed project understanding of the City's needs, and their proposed project approach and methodology. Maximum Score = 30 points	
Project Team – the expertise, capabilities and technical competence of the team members as demonstrated by their backgrounds, the resources the firm has available to provide service, and their experience in handling projects with similar constraints. Maximum Score = 25 points	
Completeness and detail of Workplan and Schedule. Maximum Score = 20 points	
Qualifications - Relevant experience performed by the firm for similar agencies. Maximum Score = 15 points	
Fees/Billing Rates Maximum Score = 10 points	
TOTAL SCORE	/100
RANKING	

Noted Contract Exceptions / Changes to RFP	
Reviewer's Additional Comments	

ADDENDUM No. 1

For

REQUESTS FOR PROPOSALS - LASERFICHE

10/26/2022

The following amendments are made to the RFP Documents for the Laserfiche Request for Proposals.

ITEM 1 – Contractor Questions

Question	Response
Whether companies from Outside USA can apply for this?	Companies from outside the US are welcome to bid, but the city prefers a US-based company.
Whether we need to come over there for meetings?	No, negotiations can be conducted via online platforms.
Can we perform the tasks (related to RFP) outside USA?	Yes, but you must be able to provide customer support during our US office hours.
Can we submit the proposals via email?	No, all bids must be mailed or delivered in person on or before the November 3, 2022, deadline
How many Full access users will be required for the initial implementation	The city is looking for a minimum of 12 full-access users.
Does the City anticipate the need for Read-only Users? If so, please indicate the number of Read-only users anticipated for the initial implementation.	The city does not anticipate the need for Read-only users. The city is looking for a public portal.
Will the vendor be required to integrate with any third-party applications as part of the initial implementation? If so, please provide a list of applications and versions.	The vendor will be required to integrate with third-party applications such as SharePoint, DocuSign, Granicus, and Comcate.
Does the City anticipate the need to provide public access to designated documents via the internet?	The city does anticipate the need to provide public access to designated documents via the internet.
Does the City prefer a Cloud-hosted or Self-hosted/on-premises solution?	The city prefers a Cloud Hosted server.

Does the City have an estimate of the number and type of documents stored on shared drives that will need to be converted to the new system?	The approximate size of the city's documents is 2 TB. Types of documents include PDF.
Does the city have a budget for this project?	The budget is $30,000 for the first fiscal year.
Is the city interested in a Cloud solution or an On-Premises solution?	Cloud solution.
How many Full Users and Read Only Users do you anticipate needing?	The city is looking for a min. of 12 all-access users.
Has the city seen a demo of Laserfiche before? If yes, which Service Provider presented the demonstration?	Yes, the city has viewed a demo from ECS imaging.
Can the City provide an estimated volume for data to be converted?	An estimated volume of the amount of data to be converted is 2 TB.
Can the city provide screenshots of how the current folder structure is organized and the naming convention.	The city does not have a current folder structure or naming convention. File names and structure vary depending on the department.
How many different document types is the city looking to bring into Laserfiche currently stored in the shared drives?	PDF and word documents.
Does the City prefer an on-premises or cloud-based Laserfiche system?	The city prefers a cloud base Laserfiche solution.
Does the City currently use or plan to use ESRI ArcGIS?	Yes, the city currently uses ESRI ArcGIS.
How many internal users in total will need to scan/capture and edit documents in the system?	The city will be contracting a company to scan the documents into the system. If your company offers these services, you are welcome to provide us with a quote.
How much data in GB does the city have that will need to be converted and migrated to the new system?	The city has approximately 2000 gigabytes of data that needs to be converted into the new system.

ITEM 2 – There is no change to the RFP due date.

Approved By: _____ DATE: October 26, 2022

Project Manager

Acknowledged By:_____ DATE: _____

Proposer's Signature

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: December 14, 2022

SUBJECT: Allocation of Non-Profit Replacement Funding for Fiscal Year 2022/2023

SUBMITTED BY: Robert Howell

PREPARED BY: James Riley, Project Consultant

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE BUDGETED ALLOCATION OF $17,500 FOR NON-PROFIT/CDBG REPLACEMENT FUNDING FOR FISCAL YEAR 2022/2023

BACKGROUND:
The City Council in June 2019 voted to take an advance of HUD/CDBG monies for to complete Phase 1 and Phase 2 of the Sedco Sidewalk project. One of Riverside County's (EDA) requirements to accept this advance of funds was that the CDBG Non-Profit Public Service monies ($17,500) would not be available for several years. This included CDBG funding for FY 2019/20, FY 2020/21, FY 2021/22, and now FY 2022/23. Thus, the Council unanimously decided to commit $17,500 in FY 2022/23 monies to replace the lost CDBG funds for our non-profit groups.

To maintain a similar process to the standard CDBG process (not required but as a guide), the Administrative Services Department with the assistance of the Planning Director released the Wildomar Non-Profit Funding Application Package for FY 2022/23 (Attachment D) on August 23, 2022 to the general public, as well as specific notices to last year's non-profit organizations. Organizations looking to secure a portion of the city funding were required to submit the "funding application" by the October 25, 2022 deadline.

Although these groups would not be receiving FY 2022/23 CDBG funds from EDA/HUD, the application form staff used for this process was similar to our standard CDBG form.

In order to qualify for the funding, the non-profit organizations must satisfy one of three (3) HUD program objectives. These three areas are as follows:

Provide a benefit to low and moderate income persons,
Prevent or eliminate slums and blight, or
Meet other urgent community development needs due to natural disasters or other emergencies.

Examples of eligible activities include:

Public Services such as: senior services, disabled and handicapped services, childcare services, youth services, etc.

Housing Services such as: home improvement programs for low/mod households, including senior repair and home rehabilitation.

Examples of ineligible activities include:

General Government expenses.
Political or Religious Activities
Purchase of personal equipment such as fixtures, motor vehicles, etc.

Also, all non-profit organizations applying for these funds must be in compliance, good standing, and current with the Internal Revenue Service, the California Franchise Tax Board and the California Attorney General's Registry of Charitable Trusts.

DISCUSSION:

As of the October 25, 2022 filing deadline, the City received three (3) funding application requests totaling $29,786. The organizations and funding amounts are listed below:

1. Assistance League of Temecula Valley (ALTV) – they have requested $10,000 in funds to support Operation School Bell that provides low-income students (K – 12) an opportunity to purchase school appropriate clothing and shoes.

2. Helping Our People of Elsinore, Inc. (HOPE) – they have requested $17,500 to provide food as part of their local pantry program to people living in the Lake Elsinore Unified School District boundaries.
3. Community Outreach Ministry- they have requested $2,286 to invite 25 children of

incarcerated parents living in Wildomar to the 22nd Angel Tree Christmas Party to enjoy lunch, gifts and Christmas music.

All non-profit service organization applications packets are provided for Council consideration (Attachment B, C & D respectively).

Staff recommends the following allocation of funds, subject to the non-profits being current with the Federal and State authorities listed above:

1. Community Outreach Ministry: $2,286
2. ALTV: $ 7,607
3. HOPE: $7,607

FISCAL IMPACT:
The Council has allocated/budgeted $17,500 from the General Fund to fund these three non-profit groups for Fiscal Year 2022/23.

ACCOUNT CODE:
100-410-4110-52025

ATTACHMENTS:
Resolution 2022-XX.docx
ALTV Nonprofit Funding Application Package-final 11-9-22.pdf
Comm Outreach Funding Application Package11-9-22.pdf
HOPE Nonprofit Funding Application Package 11-9-22.pdf

RESOLUTION NO. 2022 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE BUDGETED ALLOCATION OF $17,500 FOR NON-PROFIT/CDBG REPLACEMENT FUNDING FOR FISCAL YEAR 2022/2023

WHEREAS, the City of Wildomar (City) did not receive its FY 2022/23 allocation of Community Development Block Grant (CDBG) funds from the Riverside County Economic Development Agency via the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City Council on June 8, 2022 voted to budget $17,500 in FY 2022/23 to replace the unfunded CDBG non-profit programs for this fiscal year.

WHEREAS, on August 23, 2022, the City issued a Press Release and the Funding Application package to the general public, as well as to last year's non-profit organizations regarding the opportunity to submit application proposals for this program. Further, applications were received from August 24, 2022 through October 25, 2022; and

WHEREAS, the City received three (3) funding applications from Community Outreach Ministry, Assistance League of Temecula Valley (ALTV) and Helping Our People Elsinore (HOPE) during the application submittal period; and

WHEREAS, city staff reviewed and categorized these funding applications submitted by non-profit organizations competing for City's CDBG replacement funds; and

WHEREAS, on December 14, 2022, the City Council conducted a public meeting at which time interested public service organizations and the general public had an opportunity to present their program proposals and at which time the City Council received public testimony concerning said program proposals.

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1. **Non-Profit Public Service Funds:**

The City Council has allocated $17,500 in general fund monies to be distributed between the organizations that have submitted applications for these CDBG replacement funds.

SECTION 2. **City Council Action:**

The City Council hereby adopts this resolution taking the following action:

1. Authorizing the City Manager to execute the "Sponsor's Agreement" for the use of City of Wildomar general funds to those non-profit service organizations approved for funding on December 14, 2022.

PASSED, APPROVED AND ADOPTED this 14th day of December, 2022.

_____
XXXXXXXX
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR "NON-PROFIT PUBLIC SERVICE" FUNDING APPLICATION

Application
FY 2022-2023

<u>Revised</u> Application Due Date:
October 25, 2022 (4:00 P.M.)

Wildomar City Hall,
Administrative Services Department,
23873 Clinton Keith Road, Ste. #201

City of Wildomar

NON-PROFIT PUBLIC SERVICE FUNDING APPLICATION FOR FISCAL YEAR 2022/2023

Application Instructions

The City of Wildomar is inviting eligible non-profit organizations 501(c)(3) to submit proposal applications for one-time City Council funding for the 2022/2023 fiscal year. This Funding will replace the City's typical CDBG funding for this fiscal year only. Organizations applying for funding must meet one of the standard HUD national objectives. The procedures outlined below must be followed by all non-profit organizations applying for public service funding.

IMPORTANT DATES

REVISED APPLICATION DEADLINE
Tuesday, October 25, 2022, by 4:00 p.m.

To be considered for funding, a fully completed application must be submitted to the Administrative Services Department by this date. **Applications received after the deadline will not be accepted.** See "How to Apply" section.

CITY COUNCIL CONSIDERATION
Wednesday, November 9, 2022

The City Council meeting to consider these funding applications is *tentatively set for November 9, 2022*.

MINIMUM FUNDING REQUEST AND LEVERAGE FUNDING

Eligible Activities: Applicants seeking funding should refer to the standard HUD Regulations regarding eligible uses. While City Council funding for this fiscal year is not using CDBG funds, the standard CDBG eligible requirements still apply.

Minimum Funding Request: There is no minimum funding request for this one-time funding program, however, the City Council has only allocated $17,500 to fund all non-profit public service organizations for FY 2022/23. Actual funding amounts will be determined at the City Council meeting tentatively scheduled for *November 9, 2022*

Leverage Funding: Verification of at least FIVE percent (5%) matching funds must be provided prior to the date of the funding award by the City Council. Funds used to match a previous CDBG grant may not be used to match a subsequent grant award. Applications with zero leveraging will be disqualified. Leverage may include, but are not limited to Federal, state, local, private, donations, in-kind, volunteer hours.

QUALIFYING CRITERIA

Applicants **MUST BE** legally established non-profit entities. This typically means a governmental agency, or an entity created under Section 501(c)(3) of the Internal Revenue Code.

- Proposed projects **MUST** meet one of the following federal criteria (24 CFR 507.201) to be eligible:

- The activity predominantly benefits low to moderate-income people (more than 51% of the persons served by the activity).

- The activity eliminates slums or blight.

- The project meets a need having a particular urgency. The condition of urgency must be of recent origin, generally being developed or becoming critical less than 18 months preceding the application for assistance.

In considering application proposals, the City Council will pay particular attention to the amount of benefit received by Wildomar residents. Applicants are strongly encouraged to take special care in identifying and quantifying the program and the number of Wildomar residents who have benefited from the activity in the past, and who would be served by the activity in the next year (See Attachment A).

Selected funding recipients will be required to prepare and submit reports to the City, including quarterly quantifiable performance measures reports, demonstrating the number served and the applicable benefit received.

HOW TO APPLY

1. Eligible non-profit organizations (501(c)(3)) are invited to apply for the funding. Complete this **City of Wildomar Application Form and Attachment B (Supplemental Information).** The funding application and forms can be downloaded by clicking on the following link: https://wildomar.sharefile.com/d-s5f2478bcb2a44f3988968d31f942ef21.

2. When you are ready to submit your application and proposal package you must use the following link (different from above) to upload your application submittal package: https://wildomar.sharefile.com/r-rc4f132055c4b4b86844ebd2119a47feb. The City will be automatically notified when your application package is submitted. The application submittal package must be in a Pdf format. ***The revised deadline to upload your application submittal package is October 25 , 2022.***

IMPORTANT Reminders:

- All applications must include a detailed index of all attachments to the funding application and must be individually tabbed and labeled to correspond to the specific section of the application.
- The application cannot be altered. If additional space is needed to complete a response, continue the answer on an attached sheet, in sequence, and with the section header and numbered responses corresponding with the application.
- All questions on the application must be answered and documentation requests must be attached. Incomplete applications will not be considered.

FOR ASSISTANCE

For information regarding the program or eligibility of activities, please contact Arthur Cabrera in the Administrative Services Department, via email at acabrera@cityofwildomar.org.

ADDITIONAL INFORMATION

Applicants receiving funding will be required to meet the City insurance requirements, file regular reports to the City of Wildomar regarding their activities, performance measures, and income verification forms for beneficiaries of services funded.

Funding is typically provided on a reimbursement basis for services already rendered and paid for by the non-profit service provider.

The City Council has allocated $17,500 of funding to be distributed at their discretion. This amount is equal to the typical CDBG public service funds for FY 2022/23 which is equal to no more than 15 percent of the City's total CDBG allotment from the County of Riverside.

Since a great deal of effort is required to put together an application, potential applicants are encouraged to discuss their proposals with the City's CDBG Manager in advance to make a preliminary determination on eligibility of the organization and project.

Attachment A

City of Wildomar
Non-Profit Public Service Funding Application
(Fiscal Year 2022/23)

I. GENERAL INFORMATION:

Applying Entity or Agency: Assistance League of Temecula Valley ("ALTV")

Site Location Address: 28720 Via Montezuma

City, State, Zip Code: Temecula, CA 92590

Telephone Number: (951) 694-8018 Fax:

Executive Director Name: Mary Murphy

Title: President

Email: altemecula@yahoo.com

What is your organization's mission and vision (Limited to the space below)?

ALTV is an all volunteer philanthropic organization dedicated to transforming the lives of children and families through our philanthropic programs. Our vision is to serve the essential needs of our communities and families to flourish.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below)?

Assisted with CDBG funds, ALTV's OSB program improves the lives of students in SW Riverside County. ALTV projects serving 85 low income students in Wildomar by providing new school clothing to those who are eligible based on family income. Program outline: 1) ALTV works with the School District to coordinate online registration. 2) ALTV schedules shopping dates at local retail stores. 3) Parents register for the event. 4) Parents complete a self-certification form and provide income eligibility. 5) ALTV works with parents/students (TK-12th grade) to shop for new school clothes with a tax-free spending allowance of $125/student. 6) Families complete an Exit Evaluation asking how the savings received will benefit their family. 7) ALTV reconciles all store receipts. 8) ALTV copies all receipts and CDBG forms to gather data needed for reimbursement.

II. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:

NOTE: If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using these funds during the term of the 2022/23 fiscal year: 85 children/youth

2. Length of funded activities or service to **Wildomar clients** (weeks, months, year): 6/1/22 to 5/31/23

3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 85 children/youth

4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 85

5. Service will be provided to **Wildomar** (check one or more):

   ☐ Men ☐ Women ☐ Men/Women ☐Men/Women/Children

   ☒ Children – Age Range 4 - 17 ☐ Homeless ☐Families ☐ Seniors

   ☐ Migrant Farm Workers ☐Severely Disabled Adults

6. Number of beds of facility: N/A

7. Anticipated number of "new" beds: N/A

8. Length of stay (if residential facility): N/A

9. If you received city non-profit funding in FY 2021/22, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2021, through June 30, 2022: 71

10. If you received city non-profit funding in FY 2021/22, please quantify the increase in service that you will be providing in 2022/23 Fiscal Year, and explain why there is a new demand or an unmet need in the community for this service: This school year is the first year that students are back in the classroom post pandemic and will be needing clothes to attend. The dramatic increase is the cost of living for families is straining their budgets for basic needs such as clothing, housing, utilities, etc. We expect the number of students needing school clothes to increase as families struggle to make ends meet.

11. If you did not receive city non-profit funding in FY 2021/22, how many unduplicated Wildomar clients/persons were served by your program from July 1, 2021, through June 30, 2022: _____

12. Wildomar Funds Requested (total requested for this project only): $ 10,000

13. Provide a detailed description of the proposed use of the CDBG funds only (e.g., client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only		Amount
All funds awarded will be used to purchase new		10,000
school clothes for children/youth residing in the CIty		
of Wildomar.		
	Total	10,000

14. Other leveraging funding:

Leveraging Source of Funds		Amount
CDBG Funds		100,451
Subject Grant Funds		10,000
Private Donations		40,000
ALTV Thrift Shop Revenue		75,858
	Total	226,309

Attachment B

Please complete the following supplemental information.

I. ORGANIZATIONAL HISTORY: (*This is applicable only if you are a non-profit organization*)

Date Organization founded: June 15, 1989

Date Organization incorporated as a non-profit organization: *(Non-profits only):* June 15, 1989

Federal Tax Identification Number: 33-0360419

State Identification Number: *(Non-profit agency only)* 1463456

DUNS Number: 868952920

Fiscal Year Ends Date: May 31st

Organization Web Address: www.assistanceleague.org/temecula-valley

Does your Organization expend $500,000 or more a year in Federal Funds? No

Number of Paid Staff: None Number of Volunteers: 148

Note: Must Attach Current Board of Directors & Articles of Incorporation and By-Laws

Check ONLY the applicable category your application represents.

☐ Real Property Acquisition

☒ Public Service

☐ Housing

☐ Rehabilitation/Preservation (please provide picture of structure)

☐ Public Facilities Improvements (construction)

☐ Infrastructure

☐ Homeless Activities

☐ Economic Development

☐ Administration

☐ Other: (provide description)

II. PROJECT/ACTIVITY/SERVICE NARRATIVE:

A. Name of Project/Activity/Service: Operation School Bell ("OSB")

B. Provide a detailed description of the proposed use of the Non-Profit City Funds ONLY. (Attach additional sheets if necessary)

100% of funds awarded will be used exclusively to purchase new school clothing for students from families whose income is extremely low, low or moderately lows based on HUD income classifications.

C. Outcomes and Performance Measures

Number of unduplicated clients or units of service to be served using Non-Profit City Funds during the term of the funding (i.e., number of jobs created and/or businesses assisted using funds):

Timeframe for Non-Profit City Funds to be expended (does not extend to Public Service Activities) (weeks, months, years):

June 1, 2022 to May 31, 2023

Total number of unduplicated clients/units to be served with ALL funding sources (e.g., 25 clients x 10 visits = 250 units of service):

85

Number of beds of facility (if residential facility): N/A

Anticipated increase in number of beds (if residential facility): N/A

Length of stay (if residential facility): NA

D. Provide goals and objectives of the project, service, activity. How will you measure and evaluate the success of the project/service/activity to meet the goals and objectives?

ALTV's goal for the 2022-2023 school year is to provide new school clothing to 1800 students in Southwest Riverside Economic Development Region. Projected total program cost is $225,000 (1800 students X $125). Of the 1800 total, we project that 85 of those students will be attending school in the Lake Elsinore Unified School District and residing in in the City of Wildomar. Total projected cost for Wildomar is $10,625 (85 students X $125).

E. Discuss how this project/service/activity directly benefits low- and moderate- income residents.

ALTV projects that the OSB program will serve 85 students residing in the City of Wildomar which includes at-risk youth as well as foster/homeless youth. The OSB program changes the lives by meeting some basic needs for children/youth. The program also provides affordability for housing and other basic living expenses. Based on results from our Exit Evaluations, more than 90% of parents/guardians respond that the family will spend the savings on basic needs such as housing, food and utilities.

F. Respond to box (a) & (b) only if this application is for a public service project/service/activity.

(a) Is this a NEW service/activity/service provided by your agency?

☐ Yes

☒ No

(b) If service is not new, will the existing project/activity/service level be substantially increased or improved

☒ Yes

☐ No

G. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

ALTV works closely with Lake Elsinore School District's office of the Social Services Resource Specialist, health techs, counselors, foster agencies and community liaisons to assure that the neediest students are served through our OSB program.

H. Attach Estimated Timeline for Project Implementation:

Please see Page 16, Section V (E) of this application for detail.

III. PROJECT BENEFIT:

While your proposal is not being funded by federal CDBG funds, the City nonetheless is requiring that your proposal meet at least one (1) of three (3) National Objectives of the typical CDBG program. Indicate the category of National Objective to be met by your activity:

CATEGORY 1: Benefit to low-moderate income persons (must be documented). Please choose either subcategory A, B or C.

A. LIMITED CLIENTELE:
The project/activity/service serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low- moderate income persons.

Clientele served are determined to be "A" limited clientele. The OSB program requires that 100% of client families provide CDBG standardized documentation certifying household income and household size. All of the target population includes students from families whose income is extremely low, low or moderately low based on income levels provided by HUD. A majority are in the 30-50% AMI category.

B. CLIENTELE PRESUMED (to be principally low- and moderate-income persons):
The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories and their ethnicity.
The activity will benefit (check one or more)

- ☐ Abused children
- ☐ Battered spouses
- ☐ Elderly persons
- ☐ Severely disabled adults
- ☐ Homeless persons
- ☐ Illiterate adults
- ☐ Persons living with AIDS
- ☐ Migrant Farm workers

C. Describe your clientele to be served by the project/activity/service.

_____

_____

_____

_____

_____

CATEGORY 2**:** Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. This determination is based upon 2000 Census data, until further notice. If you need assistance in determining the appropriate census data, please call EDA.

Census Tract and block group numbers:

CT	BG	CT	BG
CT	BG	CT	BG
CT	BG	CT	BG

Enter Total population in Census Tract(s)/Block Group(s): N/A

Enter % of low-moderate population in Census Tract(s)/Block Group(s): N/A

CATEGORY 3: Prevention or Elimination of Slums and Blight: The proposed project or activity must directly benefit an identified slum and blighted area.

Is the proposed project located in an area with determinable indications of slum and blight? *(Applicant should contact EDA first if proposing to use this National Objective Category)*

☐ Yes or No ☒

If yes, attach map of the area with the site highlighted and provide additional documentation of the existence of slum/blight, e.g., photos, news stories, reports, etc.

Provide the Percentage of Deteriorated Buildings/Qualified Properties: _____

Slum/Blight Designation Year: _____

Public Improvement Type and Condition: _____

Describe the Boundaries of the Slum/Blight area(s):

_____

_____

_____

CATEGORY 4: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons

Proposed Job Creation/Retention:

Total jobs expected to Create: N/A

Total jobs expected to Retain: N/A

CATEGORY 5: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income:

Proposed Assistance to Businesses
(Clearance and/or rehabilitation activities; financial assistance to manufacture or expansion.)

New Businesses expected to assist: N/A

Existing Businesses expected to assist: N/A

Enter Total Businesses Expected to Assist: N/A

IV. LEVERAGING:

A. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

ALTV's OSB program is currently in its 34th year of operation. ALTV's thrift shop provides a stable and reliable source of revenue from thrift shop sales. This revenue, combined with CDBG funds, as well as funding from private foundations, corporate sponsors, government grants and private donations provides diversified income to support the OSB program.

B. If commitments are pending, indicate amount requested and attach documentation regarding previous year's funding. (Include: Funding Source, Amount Requested, Date Available, Type of Commitment and Funding):

Funding Source	Amount Requested	Date Available	Type of Commitment	Funding
City of Lake Elsinore	27,400	FY 2022-2023	CDBG	Awarded
City of Menifee	10,335	FY 2022-2023	CDBG	Awarded
City of Temecula	7,226	FY 2022-2023	CDBG	Awarded
City of Murrieta	29,250	FY 2022-2023	CDBG	Awarded
County of Riverside	26,240	FY 2022-2023	CDBG	Awarded

C. Identify other funding sources (commitments of applications) from other sources to assist in the implementation of this activity.

ALTV's Thrift Shop generates revenue used to fund a large portion of the OSB program. ALTV also receives corporate and private donations that assist in funding this program.

D. Provide a summary, by line item, of your organization's previous year's Income and Expense Statement *(Attach Summary Income and Expense Statement)*.

Please see attached 2021-2022 Audited Financial Statement.

V. MANAGEMENT CAPACITY:

A. Describe your organization's experience in managing and operating projects or activities funded with CDBG or other Federal funds.

ALTV has operated the OSB program with funding from both cities and Riverside County Supervisors for the last 19 years. We have successfully tracked all activity, completed all required documentation and submitted for reimbursement.

B. Attach a resource list (partnerships) in addition to the source and commitment of funds for the operation and maintenance of the program. (Include: Source, Activity, Year, Allocation, Amount Expended.)

Source	Activity	Year	Allocation	Amount Expended
Hello Subaru	OSB	2022-23	30,189.74	30,189.74
Target	OSB	2022-23	1,699.84	1,699.84
Kohl's	OSB	2022-23	9,240.00	9,240.00

C. Management Systems:
Does your organization have written and adopted management systems (i.e. policies and procedures, including personnel, procurement, property management, record keeping, financial management, etc.)?

☒ Yes or No ☐

D. Capacity *(Ability to manage program and grants)*:
Please provide a list of the names, phone number, and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project. In addition to the list, provide a detailed organizational chart. *(Attach List and Detailed Organizational Chart)*

E. Should the applying entity be awarded City funds, please identify the primary project objectives and goals using an *Estimated Timeline for Project Implementation (Include Objective/Goal, State Date, and Completion Date)*:

OBJECTIVE/GOAL	START DATE	COMPLETION DATE
Planning & Coordination	Feb 2022	Aug 2022
ALTV Volunteer training	Aug 2022	Sept 2022
Shopping Events	Apr 2023	May 2023
Final follow up & reporting	Apr 2023	May 2023

VI. FINANCIAL INFORMATION:

A. **Proposed Project/Activity/Service Budget**
Complete the following annual program budget to begin July 1, 2022. If your proposed City funded activity will start on a date other than July 1, 2022, please indicate starting date. If these budget line items are not applicable to your activity, please attach an appropriate budget. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the activity for which you are requesting CDBG funding - not for the budget of the entire organization or agency.

	Total Project Activity Service Budget (Include CDBG Funds)	**Wildomar Funds Requested**
I. Personnel		
A. Salaries & Wages	$ 0	$
B. Fringe Benefits	$ 0	$
C. Consultants & Contract Services	$ 0	$
SUB-TOTAL:	**$** 0	**$** 0
II. Non-Personnel		
A. Space Costs	$ 886	$
B. Rental, Lease or Purchase of Equip.	$	$
C. Consumable Supplies	$ 143	$
D. Travel	$	$
E. Telephone	$ 42	$
F. Utilities	$ 238	$
G. Other Costs	$ 225,000	$ 10,000
SUB-TOTAL:	**$** 226,309	**$** 10,000

III. Other

A. Architectural/Engineering Design	$ _____	$ _____
B. Acquisition of Real Property	$ _____	$ _____
C. Construction/Rehabilitation	$ _____	$ _____
D. Indirect Costs	$ _____	$ _____
SUB-TOTAL:	**$** 0	**$** 0

GRAND TOTAL: $** 226,309 **$ 10,000

APPLICATION CERTIFICATION

Undersigned hereby certifies that (check the box after reading each statement, provide the authorized person's name, and sign the document):

☒ The information contained in the project application is complete and accurate.

☒ The applicant agrees to comply with all Federal and City policies and requirements imposed on the project funded in full or part.

☒ The applicant acknowledges that the Federal assistance made available through the City's one-time funding program will not be used to substantially reduce prior levels of local (NON-CDBG) financial support for community development activities.

☒ The applicant fully understands that any facility built, or equipment purchased with these City funds shall be maintained and/or operated for the approved use throughout its economic life.

☒ If City funds are approved by Council, the applicant acknowledges that sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.

☒ On behalf of the applying organization, I have obtained authorization to submit this application for City funding. (Documentation Attached = Minute Action and/or written Board Approval signed by the Board President).

Print Name/Title
Authorized Representative: Mary Murphy, President

Signature: Mary Murphy, President

DATE: 10/24/2022

Applicant's Check-list:

Please check the box for each required document that is attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

☐ Slum Blight Documentation

☒ Articles of Incorporation and Bylaws

☒ Project Activity Map

☐ Project Description

☐ Project Benefit, Category 1, Benefit to low income persons, Documentation

☐ Project Benefit, Category 2, Area Benefit, Census Tracts/Block Groups

☐ Project Benefit, Category 3, Slum Blight Prevention, Slum/Blight Documentation

☒ Income and Expense Statement

☒ Management Capacity and Volunteers Responsible for Program Implementation

☒ Board Written Authorization approving submission of application

A417175

State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 23 1982

March Fong Eu

Secretary of State

SEC/STATE FORM CE-107

86 4088

A417175

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

APR 13 1992

MARCH FONG EU, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

LA DONNA JIMENEZ AND BETTY THOMPSON certify that:

1. They are the president and the secretary, respectively, of Assistance Guild of Temecula Valley, a California Nonprofit Public Benefit Corporation.

2. Article I **NAME** of the articles of incorporation of this corporation is amended to read as follows:

The name of the corporation is ASSISTANCE LEAGUE OF TEMECULA VALLEY.

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.

4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: April 8, 1992

LA DONNA JIMENEZ, President

BETTY THOMPSON, Secretary

NONPROFIT

State of California
OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUN 19 1989



March Fong Eu

Secretary of State

1463456 ENDORSED
FILED
in the office of the Secretary of Sta
of the State of California

JUN 15 1989

MARCH FONG EU, Secretary of S

ARTICLES OF INCORPORATION
-OF-
ASSISTANCE GUILD OF TEMECULA VALLEY
A California Nonprofit Public Benefit Corporation

I.
NAME

The name of the corporation is ASSISTANCE GUILD OF TEMECULA VALLEY.

II.
PURPOSES

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to carry on a program of philantropic work in the community and to control and administer at least one major philanthropic project.

III.
INITIAL AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of this corporation's initial agent of the corporation for service of process is: MARJORIE B. BARNUM, 46569 El Viento Seco Drive, Temecula, CA. 92390

IV.
LIMITATION ON CORPORATE ACTIVITIES

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or

intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

DEDICATION AND DISSOLUTION

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501 (c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law). The organization shall be National Assistance League, if it qualifies as a distributee under the provisions of this Article.

IN WITNESS WHEREOF, the undersigned, being the Incorporator of ASSISTANCE GUILD OF TEMECULA VALLEY has executed these Articles of Incorporation this 14 day of June, 1989.

INCORPORATOR

THOMAS S. HUNTINGTON

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

THOMAS S. HUNTINGTON

Revised: 2002
Amended: May 4, 2021
Filed by Consultant: May 10, 2021

BYLAWS
OF
ASSISTANCE LEAGUE® OF TEMECULA VALLEY

a nonprofit public benefit corporation

Article 1 Name and Headquarters

1.01 Name. The name of this corporation is Assistance League of Temecula Valley, a chartered chapter of National Assistance League®.

1.02 Principal Office. The principal office for the transaction of business of this organization is hereby fixed and located at 28720 Via Montezuma, Temecula, CA 92590-2510.

Article 2 Purpose and Policies

2.01 Purpose. The purpose of this organization shall be as stated in its Articles of Incorporation: to administer, carry on and control at least one (1) program of philanthropic work in the community.

2.02 Policies.

(a) This organization is a tax-exempt, charitable corporation, exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), and shall be nonprofit, nonsectarian and nonpolitical in all its policies and activities and not organized for the private gain of any individual or entity.

(b) This organization shall not carry on any other activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), or by corporation contributions which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

(c) This organization shall provide in its Articles of Incorporation that its income, assets and property are irrevocably dedicated to charitable purposes and no part of the net income, assets or property of the chapter shall ever inure to the benefit of any member thereof, or to the benefit of any private persons.

(d) Upon the dissolution and winding up of this organization, after paying or adequately providing for the debts and obligations of the organization, the remaining assets shall be distributed to a nonprofit fund, foundation or corporation organized and operated exclusively for the purposes specified in Section 501(c)(3) of the Internal Revenue Code and which has established its tax exempt status under that section.

(e) No substantial part of the activities of this organization shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall the

organization participate or intervene in any political campaign including publishing or distribution of statements on behalf of or in opposition to any candidate for public office.

(f) This organization shall be subject to the following limitations and restrictions:

(1) This organization shall distribute its income for each taxable year at a time and in manner that will not subject the corporation to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986.

(2) This organization shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986.

(3) This organization shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986.

(4) This organization shall not make any investments that will subject it to tax under Section 4944 of the Internal Revenue Code of 1986.

(5) This organization shall not make any taxable expenditure as defined in Section 4945(d) of the Internal Revenue Code of 1986.

(g) This organization shall support the purpose of National Assistance League and comply with its laws, policies, procedures and standards.

(h) The activities of this organization shall be conducted without financial benefit to any member.

Article 3 Membership

3.01 Composition. This organization shall have members that shall be called voting members and may also have nonvoting members. Membership as a voting or nonvoting member is open without discrimination to all individuals as long as they comply with the responsibilities and standards of membership.

3.02 Responsibilities and Standards.

(a) Members shall comply with the responsibilities and standards of membership, including: maintaining conduct that enhances the image and reputation of the organization and does not cause it embarrassment; behaving in a civil manner; supporting the harmony, mission and welfare of the organization; and complying with the organization's required policies.

(b) Other responsibilities and standards of membership shall be defined in the standing rules.

(c) The Board of Directors, hereinafter referred to as the Board, has the right in its sole and absolute discretion to:

(1) Deny membership to any person who has demonstrated a disregard for or an unwillingness or inability to comply with the responsibilities and standards of membership; and

(2) Terminate the membership of any member who, after allowing the member to be heard, is determined by the Board to have failed to comply with the responsibilities and standards of membership.

3.03 Suspension of Membership. The Board has the right in its sole and absolute discretion to suspend a member from all privileges and rights of membership who the Board determines has not complied with the responsibilities of membership. Such action may be taken only after a hearing by the Board following fifteen (15) days written notice to the member involved of the time and place of such hearing. Suspension of membership may not take effect for at least five (5) days after such hearing. A member's membership in Assistance League may be suspended for a period not to exceed ninety (90) days.

3.04 Termination of Membership. Following the period of suspension, a member who fails to comply with bylaws, policies and standards of Assistance League may have membership terminated by a three-fourths (3/4) vote of the Board, if such action is deemed in the best interest of the organization. Such action may be taken only after a hearing by the Board following fifteen (15) days written notice to the member involved of the time and place of such hearing. Termination of membership may not take effect for at least five (5) days after such hearing. All rights and privileges of a member shall cease on the termination of membership.

3.05. Age Limit. This organization shall have no age requirements; however, it may be so organized that the membership may be divided into various groups of age compatibility in accordance with applicable law.

3.06 Leave of Absence. The Membership Committee may grant or deny requests for temporary leaves of absence to voting members for travel, illness or to meet emergency needs. While on leave of absence, a voting member shall continue to pay dues and may attend chapter meetings and vote and shall be counted in the quorum when present. Other financial obligations shall be optional with the chapter.

3.07 Penalties. Any member who is more than sixty (60) days delinquent in any chapter obligation, without reasons deemed sufficient by the Board, shall, by action of the Board, forthwith be suspended from all privileges of the chapter. The Secretary shall notify such member, in writing, of the suspension. Upon satisfactory discharge of the delinquent chapter obligations within thirty (30) days after notice of suspension, all privileges of chapter membership shall be restored. If delinquent chapter obligations are not met within thirty (30) days after notice of suspension, the membership of such member shall be terminated.

3.08 Dual Membership. Chapter members may hold membership in more than one (1) chapter and/or auxiliary. Such members shall declare a primary chapter and/or auxiliary.

Article 4 Board

4.01 Governing Body. The Board shall be the governing body of this organization. It shall be composed of the Officers and the Elective Standing Committee chairmen. Only elected members of the Board shall attend Board meetings and have a vote. The Parliamentarian shall attend Board meetings in a nonvoting capacity.

4.02 Powers. The Board shall be subject to the powers and functions as prescribed by the bylaws.

4.03 Policies and Standards. The Board shall have the power to establish and maintain policies and standards.

4.04 Management. The Board shall have the responsibility for the general management of the corporation and the power to act for the corporation between meetings of the membership.

4.05 **Terms of Office.** Members of the Board shall hold office for a term of one (1) year or until their successors are elected and assume office. They shall assume office at the close of the May Joint Board meeting. No member shall be eligible to serve more than four (4) consecutive terms in the same office.

4.06 **Meetings.** Regular meetings of the Board shall be held on the third (3rd) Tuesday of each month unless otherwise directed by the Board.

4.07 **Conduct of Meetings.** Members of the Board may participate in a meeting through electronic means including through the use of telephonic and/or video teleconferencing, including but not limited to electronic meetings, so long as all members participating in such meeting can communicate with one another. Final discussion and vote shall be by simultaneous aural communication among all participating members. Such participation shall constitute personal presence at the meeting.

4.08 **Special Meetings.** Special meetings of the Board may be called by the President and shall be called upon the written request of five (5) members of the Board, provided notice of such special meetings shall have been given to each Board member at least three (3) days prior thereto.

4.09 **Quorum.** A majority of the Board shall constitute a quorum.

4.10 **Vacancies.** Vacancies on the Board, except in the office of President, shall be filled by majority vote of the Board. The office of President shall be filled by the Vice President Membership, and the Board shall fill the vacancy thus created.

4.11 **Executive Committee.** The Executive Committee shall be composed of the officers of the Board. This committee shall have the power of the Board between meetings of the Board. Four (4) members shall constitute a quorum. The Parliamentarian shall attend Executive Committee meetings in a nonvoting capacity.

Article 5 Nominations and Elections

5.01 **Nominating Committee.** In October and November, the Nominating Committee shall be elected. Two (2) members and one (1) alternate shall be elected by and from the Board at the October Board meeting and a minimum of three (3) members and one (1) alternate elected by and from the voting membership at the November regular meeting. A member nominated at the November meeting must be present to accept or decline the nomination. The chairman and vice chairman shall be elected by and from the Nominating Committee. No member shall be eligible to serve two (2) consecutive years. The Secretary shall call the first meeting of the Nominating Committee.

5.02 **Slate.** In March, the Nominating Committee shall submit its slate of nominees for offices on the Board. Only one (1) nominee shall be elected to each office. These offices are: President, Vice President Membership, Vice President Philanthropic Programs, Vice President Finance, Secretary, Treasurer, Assisteens® Liaison**,** Bylaws Chairman, Chapter House Manager, Education Chairman, Marketing Communications Chairman, Strategic Planning Chairman, Thrift Shop Manager.

5.03 **Notice.** The committee chairman shall submit a copy of the slate of nominees to the Secretary and to each voting member at least one (1) month prior to the election meeting or at the previous regular meeting.

5.04 Petition Process. Ten percent (10%) or more of chapter members eligible to vote may nominate, by signed petition, an additional nominee for an office on the Board by mailing such petition together with the written consent of the nominee to the Secretary at least ten (10) days prior to the election meeting. No member shall sign more than one (1) nominating petition in a year.

5.05 Election Meeting. The Board shall be elected at the election meeting in April.

5.06 Voting. Elections shall be by voice vote, except when a nominating petition shall have been received, in which event the vote for the contested office shall be by ballot.

Article 6 Officers and Their Duties

6.01 President. The President shall:

(a) Be chief executive officer of the corporation;

(b) Preside at meetings of the Board and membership;

(c) Appoint, with Board approval, the chairmen of Appointive Standing Committees, unless otherwise provided in these bylaws;

(d) Appoint special committees by direction of the Board or membership;

(e) Appoint a Parliamentarian;

(f) Sign legal documents with the Secretary;

(g) Be authorized to open and close accounts at all chapter financial institutions with the Secretary and Treasurer;

(h) Be authorized to sign checks with the Vice President Membership, Vice President Philanthropic Programs and Secretary;

(i) Be, ex-officio, a member of all committees except the Nominating Committee;

(j) Shall serve on the Bylaws and Membership Committees the year after the presidency;

(k) Present an annual report of corporate activities to the membership;

(l) Submit to the national office the **Chapter Year-End Summary** within thirty (30) days following the end of the corporation's fiscal year;

(m) Confirm that appropriate Chapter Hub updates have been made to the Board roster within 30 days following the election and for any changes throughout the year; and

(n) Serve as delegate to the annual and special meetings of National Assistance League.

6.02 Vice President Membership.

(a) Shall be chairman of the Membership Committee;

(b) Shall be a member of the Hospitality, Strategic Planning, Education, Bylaws, and Assisteens Committees;

(c) Be authorized to sign checks with the President, Vice President Philanthropic Programs and Secretary;

(d) Serve as second delegate to represent the chapter at the annual and special meetings of National Assistance League; and

(e) Shall appoint, with Board approval, the Historian, Hospitality, Placement/Hours, Sunshine Appointive Standing Committee chairmen.

6.03 Vice President Philanthropic Programs.

(a) Shall be chairman of the Philanthropic Programs Committee;

(b) Shall be a member of each philanthropic program, Strategic Planning, Risk Management and Grants Committees;

(c) Be authorized to sign checks with the President, Vice President Membership and Secretary;

(d) Serve as first alternate to represent the chapter at the annual and special meetings of National Assistance League; and

(e) Shall appoint, with Board approval, the chairmen of all philanthropic programs of the chapter.

6.04 Vice President Finance.

(a) Shall be chairman of the Finance Committee;

(b) Shall be responsible for the overall financial planning of the chapter

(c) Shall recommend finance policies for the chapter;

(d) Shall appoint, with Board approval, the chairmen of the Grants and Risk Management Committees, Circle Fund Chairman and the Assistant Treasurers.

(e) Shall be a member of the Grants Committee, Risk Management Committee and the Strategic Planning Committee; and

(f) Shall review correspondence with the chapter's CPA.

6.05 Presiding Officer of Meetings. In the absence of the President, the Vice Presidents shall serve in the order of their office.

6.06 Secretary. The Secretary shall:

(a) Record the minutes of the Board and regular meetings and permanently maintain the original minutes;

(b) Be custodian of the records of the corporation, excluding financial records;

(c) Sign legal documents with the President;

(d) Be authorized to open and close accounts at all chapter financial institutions with the President and Treasurer;

(e) Certify, immediately following receipt of the call to the annual or special meeting of National Assistance League, the names of the chapter delegate and alternate to the National Secretary; and

(f) Be authorized to sign checks with the President, Vice President Membership, and Vice President Philanthropic Programs.

6.07 Treasurer. The Treasurer shall:

(a) Be chief financial officer of the corporation;

(b) Be responsible for monitoring the collection and disbursement of all funds;

(c) Be responsible for the financial records of the corporation;

(d) Be authorized to open and close accounts at all chapter financial institutions with the President and Secretary;

(e) Be responsible for the filing of required tax forms;

(f) Be a member of the Finance and Strategic Planning Committee;

(g) Confirm that appropriate Chapter Hub updates have been made by June 1 and throughout the year; and

(h) Submit to the National office within four and one-half (4½) months following the end of the fiscal year the required documents in compliance with **National Policies for Chapters**.

Article 7 Indemnification

7.01 Indemnification of Officers, Directors, Employees and Agents. To the extent allowed by state law, the Board of the chapter shall have the authority to indemnify any officer, director or agent duly authorized by the Board who was or is made a party to any proceeding in any action, other than an action brought by or on behalf of the national organization or the chapter, by reason of the fact that such person was such an officer, director or agent, at the time of the occurrence constituting the cause of action, against all expenses, judgments, settlements and/or liability reasonably incurred in connection with the proceeding. The authority to indemnify shall be exercised by the Board on the basis of each such occurrence. Indemnification shall not include reasonable attorneys' fees paid or incurred by such persons if the Board agrees to and does provide an attorney to defend such action at the expense of the chapter.

7.02 Indemnification of National Assistance League. The chapter agrees to defend and indemnify and hold National Assistance League, and its officers, directors, members, employees and agents (collectively, "National Assistance League Indemnified Parties") harmless against any charges, damages, costs and expenses (including reasonable attorney's fees and court costs), liability or loss which any National Assistance League Indemnified Party may suffer, sustain or become subject to as a result of or arising out of any action or inaction of such chapter. In any action or proceeding relating to the foregoing indemnity, and brought against any National Assistance League Indemnified Party, the National Assistance League Indemnified Party shall have the right to (a) participate in the defense of such action or proceeding with attorneys of its own choosing or (b) defend itself in any action or proceeding with attorneys of its own choosing.

Article 8 Standing and Special Committees

8.01 Committee Composition. Committees shall be open to any interested member unless otherwise provided in these bylaws. The composition of a committee shall include those who serve by virtue of office as specified in the bylaws and/or members as deemed necessary. Ex Officio members of committees are voting members of the committee. No membership vote is needed to approve committee members.

8.02 Elective Standing Committees.

(a) Membership Committee. The Vice President Membership shall be chairman of this committee. The committee shall be composed of the Historian, Hospitality Chairman, Placement and Hours Chairman, Sunshine Chairman, Education Chairman, Orientation Chairman, Chapter Hub Administrator, Assisteens Liaison, immediate past President and members as may be deemed necessary. The committee shall establish goals and implement plans for membership stability and growth. It shall inform prospective members of the responsibilities and commitment of membership. The committee shall be in charge of membership events for the membership and for prospective members.

(b) Philanthropic Programs Committee. The Vice President Philanthropic Programs shall be chairman of this committee. The committee shall be composed of the chairmen of each philanthropic program of the chapter and members as may be deemed necessary. This committee shall be responsible for developing and supervising philanthropic programs that have been approved by the Board and the membership. This committee shall research and develop new philanthropic programs based on community need.

(c) Assisteens Committee. The Assisteens Liaison shall be the chairman of this committee. The committee shall be composed of the Assisteens Coordinator, Assistant Treasurer, Vice President Membership and members as may be deemed necessary. The Assisteens Liaison shall appoint, with Board approval, the Assisteens Coordinator. The Assisteens Liaison shall serve on the Membership, Education, Bylaws, Chapter House and Risk Management Committees. This committee shall oversee the Assisteens Auxiliary.

(d) Bylaws Committee. The Bylaws Chairman shall be the chairman of this committee. The committee shall be composed of the Parliamentarian, Vice President Membership, Education Chairman, Assisteens Liaison, immediate past President and members as may be deemed necessary. The committee shall be responsible for keeping the chapter bylaws current by yearly review. The committee shall review and revise chapter bylaws, standing rules and policies as directed by appropriate vote of the membership or Board.

(e) Chapter House Committee. The Chapter House Manager shall be the chairman of this committee. The committee shall be composed of the Thrift Shop Manager, Risk Management Chairman and members as may be deemed necessary. The committee shall supervise the maintenance and repairs of the chapter house and shall maintain a current inventory of chapter property. The chairman shall present maintenance and repair considerations to the Board. The chairman shall serve on the Risk Management and Thrift Shop Committees.

(f) Education Committee. The Education Chairman shall be the chairman of this committee. The Education Chairman shall appoint the Orientation chairman. The committee shall be composed of the Orientation Chairman, Vice President Membership, Newsletter Editor, Marketing Communications Chairman, Assisteens Liaison and members as may be deemed necessary. This committee shall be responsible for the

education and training of new voting members and shall keep the Orientation Handbook current. The committee shall establish training and education programs for the Board, committee chairmen, membership and maintain resource information and materials for member use. The chairman shall serve on the Membership, Orientation, Strategic Planning, Bylaws and Risk Management Committees.

(g) Finance Committee. The Vice President of Finance shall be the chairman of this committee. The Vice President of Finance shall appoint the Circle Fund Chairman. The committee shall be composed of the Treasurer, former Treasurers and/or Assistant Treasurers, past Presidents, members with financial, investment or banking knowledge, Grants, Risk Management, Strategic Planning and Circle Fund Committee chairmen. This committee shall create an annual budget of income and expenses for Board and membership approval, shall be responsible for the overall financial planning of the chapter; recommending finance policies for the chapter; reviewing engagement letters from the CPA; reviewing annual financial statements and management letter comments from the CPA; assisting in complying with **National Policies for Chapters**, Finance. Annual corporate and auxiliary budgets (operating and capital expenditures) shall be approved by the Board and membership prior to the beginning of the fiscal year. Annual auxiliary budgets shall be approved by the auxiliary governing body and membership and presented to the chapter Finance Committee to be included in the annual corporate budgets. The chairman shall serve on the Grants, Risk Management and Strategic Planning Committees.

(h) Marketing Communications Committee. The Marketing Communications Chairman shall be the chairman of this committee. The Marketing Communications Chairman shall appoint, with Board approval, the Newsletter Editor. The committee shall be composed of the Newsletter Editor and members as may be deemed necessary. This committee shall release press and media notices of the chapter and shall adhere to the established policies of this chapter and those established by the national organization. This committee shall keep a press book of published releases. The chairman shall serve on the Education Committee.

(i) Strategic Planning Committee. The Strategic Planning Chairman shall be the chairman of this committee. The committee shall be composed of two (2) past Presidents, Vice President Membership, Vice President Philanthropic Programs, Vice President Finance, Treasurer, Education Chairman and two (2) additional members. This committee shall facilitate the development of a strategic plan to ensure achievement of the chapter's vision and mission. The committee shall oversee monitoring and evaluation of the plan on an ongoing basis and make recommendations to the Board. The chairman will serve on the Finance Committee.

(j) Thrift Shop Committee. The Thrift Shop Manager shall be the chairman of this committee. The Thrift Shop Manager shall appoint the Thrift Shop Scheduling Chairman. The committee shall be composed of Day Managers, Thrift Shop Scheduling Chairman, Chapter House Manager and as many members as may be deemed necessary. This committee shall be responsible for the operation of the thrift shop and recommend policies for its operation subject to the approval of the Board and membership. The Thrift Shop Manager shall serve on the Chapter House, Risk Management and Finance Committees.

8.03 Appointive Standing Committees.

(a) Assistant Treasurer. The Assistant Treasurer shall perform routine duties for the Treasurer such as deposits and reconciliations. These duties may be delegated as

needed. The Assistant Treasurer shall serve on the Finance and Strategic Planning committees.

(b) Assisteens Coordinator Committee. The Assisteens Coordinator shall be the chairman of this committee. This committee shall be composed of the Assisteens Liaison, Vice President Membership and members as deemed necessary. This committee shall provide a forum for education and leadership, oversee Assisteens philanthropic programs, thrift shop volunteer hours, fundraising events and facilitate social activities.

(c) Circle Fund. The Circle Fund Chairman shall understand the purpose and value of Circle and support the goals and initiatives of the annual Circle campaign. Circle Fund Chairman shall represent and obtain donations to Circle. The Circle Fund Chairman shall serve on the Finance Committee.

(d) Grants Committee. The Grants Chairman shall be the chairman of this committee. This committee shall be composed of a chairman, Vice President Finance, Vice President Philanthropic Programs, Operation School Bell® Chairman and members as deemed necessary. The committee shall be responsible for researching, identifying and submitting grants necessary to meet requirements of the budget. The Grants Chairman shall serve on the Finance Committee.

(e) Historian. The Historian shall keep current the written and pictorial history of the chapter and maintain a current scrapbook for the chapter and president. The chairman shall serve on the Membership Committee.

(f) Hospitality Committee. The Hospitality Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Membership and members as deemed necessary. The committee shall be responsible for management and development of social functions and special physical arrangements and refreshments for chapter meetings. The chairman shall serve on the Membership Committee.

(g) Newsletter Editor. The Newsletter Editor shall prepare and distribute the chapter newsletter, be responsible for the publication of the yearly membership directory and its distribution at the September meeting and shall be responsible for internal communications (via e-mail).

(h) Operation Bear Hug Committee. The Operation Bear Hug Committee Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs and members as deemed necessary. The committee shall provide bears to outside agencies who will distribute them during a time of need. The chairman shall serve on the Philanthropic Programs Committee.

(i) Operation Foster Youth Committee. The Operation Foster Youth Committee Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs and members as deemed necessary. The committee will facilitate the collaboration with local foster care homes and foster family agencies to provide needed assistance. The chairman shall serve on the Philanthropic Programs Committee.

(j) Operation Nonprofit Partnerships Committee. The Operation Nonprofit Partnerships Committee Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs and members as deemed necessary. The committee will form partnerships with community nonprofit

organizations to assist in providing needed services to the community. Partnership service needs are defined as the provision of goods and services that the chapter determines meet a need in the community, and that the chapter has no philanthropic program in place to meet these needs. The chairman shall serve on the Philanthropic Programs and Risk Management Committees.

(k) Operation Scholarships Committee. The Operation Scholarships Committee Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs and members as deemed necessary. The committee shall plan and execute high school scholarships and teacher grants. The chairman shall serve on the Philanthropic Programs Committee.

(l) Operation School Bell Committee. The Operation School Bell Committee Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs and members as deemed necessary. The committee shall plan and execute the provision of new clothing to identified students in our service area. The chairman shall serve on the Philanthropic Programs and Grants Committees.

(m) Operation SHADES Committee. The Operation SHADES Committee Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs and members as deemed necessary. The committee shall be responsible for organizing and implementing a series of four financial literacy classes within the chapter's service area. The chairman shall serve on the Philanthropic Program Committee.

(n) Orientation Committee. The Orientation Committee shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs, the Education chairman and members as deemed necessary. The committee shall educate and train new members using Assistance League resources. The chairman shall serve on the Education and Membership Committees.

(o) Parliamentarian. The Parliamentarian shall advise the presiding officer of a meeting on matters of parliamentary procedure and confer with the President as needed. The Parliamentarian shall serve on the Bylaws Committee.

(p) Placement and Hours Committee. The Placement and Hours Committee Chairman shall be chairman of this committee. The Placement and Hours Chairman shall record membership participation and hours served. The chairman shall serve on the Membership Committee.

(q) Risk Management Committee. The Risk Management Committee Chairman shall be chairman of this committee. This committee shall be composed of a chairman, Vice President Philanthropic Programs, Operation Nonprofit Partnerships Chairman, Education Chairman, Chapter House Manager, Thrift Shop Manager, Vice President Finance, Assisteens Liaison and additional members as needed who may attend to areas of responsibility assigned to the committee. The committee shall identify, analyze, assess and minimize risk areas for the safety and security of members and guests on the chapter's premises. The chairman shall serve on the Chapter House and Finance Committees.

(r) Sunshine Committee. The Sunshine Committee Chairman shall be chairman of this committee. The Sunshine Chairman shall conduct all social correspondence of the chapter. The Sunshine Chairman shall serve on the Membership Committee.

(s) Thrift Shop Scheduling Committee. The Thrift Shop Scheduling Committee Chairman shall be chairman of this committee. The Thrift Shop Scheduling Chairman shall be responsible for preparing the monthly thrift shop work schedule and recording absences and substitutions. The chairman shall serve on the Thrift Shop Committee.

(t) Chapter Hub Administrator. Maintain member information on Chapter Hub including Assisteens. Submit to the Treasurer and VP Membership updated membership reports on or before June 1 and throughout the fiscal year as necessary. Update chapter Board positions within 30-days of their election.

8.04 Special Committees. The President shall appoint special committees by direction of the Board or membership.

8.05 Committee Quorum. A majority of the committee members shall constitute a quorum. Ex officio members are not counted when constituting or determining a quorum.

Article 9 Meetings

9.01 Regular Meetings. Regular meetings shall be held on the first Tuesday of each month, unless otherwise directed by the Board, with membership approval.

9.02 Election and Annual Meetings. The regular meeting in April shall be known as the election meeting, and the regular meeting in May shall be known as the annual meeting.

9.03 Conduct of Meetings. Members of governing bodies and committees, may participate in a meeting through electronic means, including through the use of telephonic and/or video teleconferencing, including but not limited to electronic meetings, so long as all members participating in such meeting can communicate with one another. Final discussion and vote shall be by simultaneous aural communications among all participating members. Such participation shall constitute personal presence at the meeting.

9.04 Special Meetings. Special meetings may be called by the President and shall be called upon the written request of one-third (1/3) voting members. The purpose of the meeting shall be stated in the call. Except in emergencies, at least three (3) days' notice shall be given.

9.05 Voting Rights. There shall be no vote by proxy.

9.06 Quorum. One-third (1/3) of the voting members shall constitute a quorum.

9.07 Action by Vote by Mail or Electronic Transmission. The Board may determine that membership vote on an issue(s) should be conducted by vote by mail or electronic transmission rather than through discussion and vote at a regular or special meeting of the membership. If the Board determines to move forward with such action, the following procedure shall be followed:

(a) The Board may pass a motion to implement this provision to conduct business, including the election of officers and other board members, through use of a vote by mail or electronic transmission conducted in accordance with applicable provisions of the state Corporations Code instead of through an in-person meeting of members. The option shall include a fixed date that shall be treated as the date of the meeting of members for all purposes under these bylaws and a fixed date when the ballots will be distributed.

(b) The corporation shall distribute a written ballot to every voting member who is entitled to vote on the matter. It is permissible for the ballot and any related material to be sent by electronic transmission and for responses (votes) to be returned to the corporation by electronic transmission. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable tine within which to return the ballot to the corporation.

(c) Approval of the written ballot pursuant to this provision shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(d) Ballots shall be solicited in a manner consistent with any requirements of the state Corporations Code. All such solicitations shall indicate the number of responses needed to meet the quorum requirement and, with respect to ballots other than for the election of officers and board members, shall state the percentage of approvals necessary to pass the measure submitted. The solicitation must specify the time by which the ballot must be received in order to be counted.

(e) A ballot that has been submitted may not be revoked.

(f) With regard to the filing of a nominating petition in accordance with Section 5.04 such petition must be submitted to the (*Recording*) Secretary by mail or electronic transmission not later than ten (10) days prior to the date specified in the notice for distribution of the ballots.

(g) If there is any vote required other than election of the officers and board members, or if a qualifying nominating petition has been received by the (*Recording*) Secretary, the corporation shall provide an appropriate means for members to ask questions and/or seek additional information from the Board and to share comments with other voting members. It is permissible for this to be accomplished either:

1. Through an information meeting(s) that can be held in person or through electronic means, including through the use of telephonic and/or video teleconferencing, so long as all members participating in such meeting(s) can communicate with one another; or
2. Through periodic email updates from the Board to the membership or through posting of updates to the chapter website.

Article 10 Finance

10.01 Fiscal Year. The fiscal year of this organization shall be from June 1 through May 31.

10.02 Dues and Fees. Annual dues shall be payable on or before April 1 and delinquent on April 25.

VOTING:

Voting	$85.00

NONVOTING:

Nonvoting	$150.00
Community Contributor	$300.00
Assisteens	$35.00; New Members $45.00

Dues for new members joining after December 1 shall be reduced by one-half (1/2) and shall include National Assistance League pro rata per capita dues of twenty dollars ($20) and five ($5) for Assisteens. Dues for new members joining between March 1 and May 31 shall be ten dollars ($10).

Members holding membership in more than one (1) chapter shall pay National Assistance League dues only to primary chapter or auxiliary.

10.03 National Assistance League Dues. Annually, the corporation shall pay to National Assistance League per capita dues of forty dollars ($40) and ten dollars ($10) per capita Assisteens. The corporation shall pay to National Assistance League per capita pro rata dues of twenty dollars ($20) and five dollars ($5) per capita Assisteens for members joining after December 1. Per capita dues shall be waived for all new members joining between March 1 and May 31.

10.04 Requirements. The corporation shall maintain a sound financial position and shall have a Certified Public Accountant audit or review its financial statements annually. The corporation shall submit an annual report to members, as required by state Corporations Code.

10.05 Delegates and Alternates. The chapter, at its own expense, shall send its delegate and may send its alternate to the annual meeting and special meetings of National Assistance League.

10.06 Proposed Expenditures. Proposed unbudgeted expenditures in excess of five thousand dollars ($5,000) or ten percent (10%), whichever is less, shall be presented to the Board and membership for approval.

10.07 Fundraising. The corporation shall plan fundraising events and activities in compliance with National Policies for Chapters.

10.08 Fundraising Agent. The corporation shall not act as a fundraising agent for individuals or other organizations.

Article 11 Auxiliaries

11.01 Formation and Purpose. The chapter may form auxiliaries. An auxiliary name shall identify the auxiliary as an auxiliary of the chapter. Auxiliaries shall support chapter programs and activities.

11.02 Administration and Procedures.

(a) Each auxiliary shall have its own governing body for administrative purposes. An auxiliary shall be governed by the bylaws of the corporation. Auxiliary policies and standards shall not be in conflict with the bylaws, policies, procedures and standards of National Assistance League and the chapter.

(b) Each auxiliary shall establish **Policies for Adult Auxiliaries** or **Policies for Assisteens Auxiliaries**. These policies shall set forth procedures to:

(1) Nominate and elect members of the governing body;

(2) Conduct governing body meetings;

(3) Establish and operate committees;

(4) Conduct meetings of the membership; and

(5) Ensure fiscal compliance.

(c) **Policies for Adult Auxiliaries** and **Policies for Assisteens Auxiliaries,** and any proposed amendments thereto, shall be written by the auxiliary and submitted to the chapter Board for approval prior to a vote of the auxiliary membership.

(d) Adoption of **Policies for Adult Auxiliaries** or **Policies for Assisteens Auxiliaries**, and any amendments thereto, by the auxiliary, shall be by majority vote of the members of the auxiliary.

(e) A current copy of auxiliary policies shall be on file at the national office.

11.03 Board Representative. Each auxiliary shall have a voting representative on the Board, either a Chapter Liaison to Auxiliary, elected by and from the chapter, or a member, elected by and from auxiliary.

11.04 Assisteens Auxiliary. The use of the name "Assisteens Auxiliary" shall be approved by the National Board, and it shall include the words, "an auxiliary of Assistance League of Temecula Valley." Members may be in seventh (7th) through twelfth (12th) grades. It shall be represented on the Board by the Assisteens Coordinator or by the Chapter Liaison to Auxiliary, and the Assisteens Coordinator and/or Chapter Liaison to Auxiliary shall be a member of the Assisteens governing body and all Assisteens committees.

Article 12 Advisory Council

12.01 Advisory Council. An Advisory Council, composed of representative members of the community, including an attorney, shall serve the corporation in an advisory capacity. Members, recommended by the Community Ambassadors Committee, shall be elected by the Board at its June meeting. Vacancies on this council shall be filled from recommendations of the Community Ambassadors Committee by vote of the Board.

Article 13 National Assistance League

13.01 Determining Delegates. Unless otherwise provided in these bylaws, the chapter shall elect at its election meeting, to serve for one (1) year, a voting delegate, and an alternate thereto, for up to one hundred (100) of the chapter's membership (but not less than one (1) voting delegate and with the membership rounded off to the next highest hundred for such determination), to represent the chapter at annual and special meetings of National Assistance League. Additional delegates/alternates shall be elected for each one hundred (100) additional members, and if there are additional members in excess of those divisible by one hundred (100), one additional delegate/alternate shall be elected if there are fifty-one (51) or more additional members.

13.02 Delegate Vacancies. Should neither the delegate nor the alternate be available to serve, the Board may elect another delegate who shall be certified to the National Secretary at least twenty-four (24) hours prior to the annual meeting and special meetings of National Assistance League.

13.03 Votes per Member-Delegates. The chapter shall be entitled to that number of votes equal to its number of delegates.

Article 14 Bylaws and Amendments

14.01 Bylaws for Chapters. The chapter shall be governed by these bylaws. The bylaws shall not be in conflict with the Bylaws of National Assistance League, any federal laws or with the laws of the state in which the corporation is incorporated. Conflicts unresolved by a standing committee to be determined by the National Board shall be referred to the National Board for resolution, and the decision of this body shall be final. In the event of any conflict, the laws of the state shall prevail.

14.02 Amendments and Revisions. These bylaws may be amended or new bylaws adopted by a two-thirds (2/3) vote at any regular meeting, or at any special meeting called for that purpose provided that written notice of each proposed amendment or the proposed new bylaws shall have been given to each voting member at least thirty (30) days prior to the date of any such meeting, or at the previous regular meeting.

14.03 Conforming. When amendment of these bylaws shall become necessary by action of National Assistance League, the Bylaws Committee of the chapter is authorized to conform these bylaws in accordance therewith, and such amendment shall have the same force and effect as if adopted by the members of the chapter in accordance with the provisions of **14.02** of this Article.

14.04 Filing. Current bylaws, standing rules and auxiliary policies shall be on file at the national office.

Article 15 Parliamentary Authority

15.01 Parliamentary Authority. The rules contained in the current edition of *Roberts Rules of Order* shall govern the chapter in all cases to which they are applicable and in which they are not inconsistent with or in conflict with these bylaws, the Articles of Incorporation, the **Bylaws of National Assistance League,** the law including the law of the State of California, and any special rules or order the chapter may adopt.

*** * ***

ASSISTANCE LEAGUE OF TEMECULA VALLEY
FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT
For the Fiscal Year Ended
May 31, 2022
(With Summarized Comparative Information for May 31, 2021)

ASSISTANCE LEAGUE OF TEMECULA VALLEY
For the Fiscal Year Ended May 31, 2022
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LESLIE A. DOHERTY
& COMPANY, PC CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Assistance League of Temecula Valley
Temecula, California

Report on the Financial Statements
I have audited the accompanying financial statements of Assistance League of Temecula Valley (a nonprofit organization), which comprise the statements of financial position as of May 31, 2022, and the related statements of activities, cash flows, and functional expenses for the fiscal year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion
In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Assistance League of Temecula Valley as of May 31, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

My audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedule on page 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leslie A Doherty, CPA

Murrieta, California
September 13, 2022

41880 Kalmia Ste. Ste 170
Murrieta, CA 92562
PH: 951-698-2260 FAX: 951-698-2272
Member: California Society of CPAs/American Institute of Certified Public Accountants

ASSISTANCE LEAGUE OF TEMECULA VALLEY
Statement of Financial Position
(With Summarized Comparative Information for May 31, 2021)
May 31, 2022

	May 31, 2022	May 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 313,357	$ 455,443
Grants and other receivables	26,518	28,350
Prepaid expenses	241,128	25,820
Inventory	151,247	156,673
Total current assets	732,250	666,286
Non-current assets:		
Property and equipment		
Depreciable assets	1,247,369	1,235,359
Less accumulated depreciation	(1,067,485)	(1,038,365)
Total property and equipment (net)	179,884	196,994
Land	140,197	140,197
Construction in progress	16,934	-
Total non-current assets	337,015	337,191
Total Assets	$ 1,069,265	$ 1,003,477
LIABILITIES AND NET ASSETS		
Liabilities		
Current liabilities:		
Accounts payables and accrued expenses	$ 39,367	$ 15,202
Deferred dues and other revenue	88,310	77,628
Total current liabilities	127,677	92,830
Total Liabilities	127,677	92,830
Net Assets		
Without donor restrictions:		
Undesignated	915,070	882,297
With donor restrictions	26,518	28,350
Total Net Assets	941,588	910,647
Total Liabilities and Net Assets	$ 1,069,265	$ 1,003,477

ASSISTANCE LEAGUE OF TEMECULA VALLEY

Statement of Activities
(With Summarized Comparative Information for May 31, 2021)
For the Fiscal Year Ended May 31, 2022

	For the Fiscal Year Ended May 31,			
	2022			2021
	Without Donor Restrictions	With Donor Restrictions	Total	Total
REVENUES AND OTHER SUPPORT				
Fundraising:				
Thrift shop revenue:				
Contributions of merchandise sold	$ 349,237	$ -	$ 349,237	$ 259,411
Sales of contributed merchandise	349,237	-	349,237	259,411
Less: Value of merchandise sold	(349,237)	-	(349,237)	(259,411)
Net revenue from thrift shop	349,237	-	349,237	259,411
Membership dues and member event revenue, net of cost of direct benefits to attendees	5,078	-	5,078	5,220
Contributions	21,211	75,258	96,469	53,727
Grants	-	159,315	159,315	120,851
Gift-in-kind donations	80,525	-	80,525	20,930
Interest income	87	-	87	127
Other miscellaneous income	1,203	-	1,203	2,510
Net assets released from restrictions	236,405	(236,405)	-	-
Total Revenues and Other Support	693,746	(1,832)	691,914	462,776
EXPENSES				
Program expenses:				
Operation School Bell	196,504	-	196,504	116,229
Operation Non Profit Partnership	125,396	-	125,396	65,881
Operation Scholarship	86,261	-	86,261	31,782
Operation Bear Hug	16,023	-	16,023	345
Operation Foster Youth	36,255	-	36,255	12,589
Other programs	21,759	-	21,759	11,801
Total program service expenses	482,198	-	482,198	238,627
Supporting Services:				
Thrift shop	141,825	-	141,825	128,552
Management and general	27,992	-	27,992	25,940
Membership development	2,345	-	2,345	2,410
Fundraising expenses	6,613	-	6,613	4,958
Total supporting services expenses	178,775	-	178,775	161,860
Total Expenses	660,973	-	660,973	400,487
Change in Net Assets	32,773	(1,832)	30,941	62,289
Net Assets:				
Beginning of year	882,297	28,350	910,647	848,358
End of year	$ 915,070	$ 26,518	$ 941,588	$ 910,647

ASSISTANCE LEAGUE OF TEMECULA VALLEY
Statement of Cash Flows
(With Summarized Comparative Information for May 31, 2021)
For the Fiscal Year Ended May 31, 2022

	For the Fiscal Year Ended May 31, 2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 30,941	$ 62,289
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:		
Depreciation expense	29,120	30,025
(Increase) decrease in operating assets:		
Grants receivable	1,832	(27,017)
Prepaid expenses	(215,308)	13,973
Inventory	5,426	2,725
Increase (decrease) in operating liabilities:		
Accounts payable and accrued liabilities	24,165	13,777
Deferred dues revenue	10,682	66,658
Net cash provided (used) by operating activities	(113,142)	162,430
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(12,010)	(7,850)
Costs incurred for construction in progress	(16,934)	-
Net cash provided (used) by investing activities	(28,944)	(7,850)
Net increase (decrease) in Cash	(142,086)	154,580
Cash and Cash Equivalents		
Beginning of year	455,443	300,863
End of year	$ 313,357	$ 455,443
SUPPLEMENTAL DISCLOSURE:		
Interest Paid	$ -	$ -

ASSISTANCE LEAGUE OF TEMECULA VALLEY

Statement of Functional Expenses
(With Summarized Comparative Information for May 31, 2021)
For the Fiscal Year Ended May 31, 2022

	For the Fiscal Year Ended May 31, 2022						
	Program Services						
	Operation School Bell	Non Profit Partnership	Operation Scholarships	Operation Bear Hug	Operation Foster Youth	Other Programs	Total Program Expenses
Accounting	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising and public relations	-	-	-	-	-	-	-
Automobile expense	-	-	-	-	-	-	-
Bank charges	-	-	-	-	-	-	-
Clothing and Five Point expenses	181,377	-	-	-	-	-	181,377
Contributed merchandise	-	29,000	-	-	-	-	29,000
Direct program expenses	13,465	44,648	-	15,800	36,036	20,566	130,515
Donated use of facility	-	51,525	-	-	-	-	51,525
Education and training	-	-	-	-	-	-	-
Equipment rental and maintenan	143	143	143	143	141	-	713
Fundraiser indirect expenses	-	-	-	-	-	-	-
Grant writing	-	-	-	-	-	-	-
Hospitality and courtesy	-	-	-	-	-	-	-
Liability insurance	-	-	-	-	-	-	-
National dues	-	-	-	-	-	-	-
Occupancy expense:	-	-	-	-	-	-	-
Depreciation	291	-	-	-	-	292	583
Property insurance	36	-	-	-	-	37	73
Property management	40	-	-	-	-	41	81
Property taxes	173	-	-	-	-	173	346
Repairs and maintenance	306	-	-	-	-	307	613
Security monitoring	40	-	-	-	-	41	81
Utilitites	230	-	-	-	-	260	490
Office expenses	-	-	-	-	-	-	-
Outside labor	-	-	-	-	-	-	-
Postage and shipping	-	-	-	-	-	-	-
Printing and publications	281	-	-	-	-	-	281
Scholarships	-	-	86,038	-	-	-	86,038
Supplies	-	-	-	-	-	-	-
Telephone	42	-	-	-	-	42	84
Travel and conference	80	80	80	80	78	-	398
Total Expenses	196,504	125,396	86,261	16,023	36,255	21,759	482,198
Less expenses included with revenue on statement of activities	-	-	-	-	-	-	-
TOTAL EXPENSES PER STATEMENT OF ACTIVITIES	$ 196,504	$ 125,396	$ 86,261	$ 16,023	$ 36,255	$ 21,759	$ 482,198

ASSISTANCE LEAGUE OF TEMECULA VALLEY

Statement of Functional Expenses
(With Summarized Comparative Information for May 31, 2021)
For the Fiscal Year Ended May 31, 2022

	For the Fiscal Year Ended May 31, 2022							2021
	Supporting Services							Summarized
	Thrift Store	Special Events	Management & General	Membership Development	Fundraising	Total Supporting Services	Total Expenses	Total Expenses
Accounting	$ -	$ -	$ 9,654	$ -	$ -	$ 9,654	$ 9,654	$ 8,615
Advertising and public relations	7,998	-	-	1,821	799	10,618	10,618	5,416
Automobile expense	1,934	-	-	-	-	1,934	1,934	1,103
Bank charges	8,545	-	-	-	-	8,545	8,545	6,090
Clothing and Five Point expenses	-	-	-	-	-	-	181,377	107,119
Contributed merchandise	349,237	-	-	-	-	349,237	378,237	280,341
Direct program expenses	-	-	-	-	-	-	130,515	75,330
Donated use of facility	-	-	-	-	-	-	51,525	-
Education and training	-	-	-	242	-	242	242	467
Equipment rental and maintenan	713	-	1,427	-	-	2,140	2,853	2,676
Fundraiser indirect expenses	-	-	-	-	163	163	163	146
Grant writing	-	-	-	-	5,651	5,651	5,651	4,673
Hospitality and courtesy	-	4,453	-	2,692	-	7,145	7,145	3,625
Liability insurance	5,653	-	2,336	-	-	7,989	7,989	6,993
National dues	-	-	-	5,733	-	5,733	5,733	5,763
Occupancy expense:								
Depreciation	26,790	-	1,747	-	-	28,537	29,120	30,025
Property insurance	3,324	-	217	-	-	3,541	3,614	4,540
Property management	3,709	-	242	-	-	3,951	4,032	4,032
Property taxes	15,910	-	1,038	-	-	16,948	17,294	16,278
Repairs and maintenance	28,172	-	1,837	-	-	30,009	30,622	26,249
Security monitoring	3,710	-	242	-	-	3,952	4,033	1,716
Utilitites	21,138	-	1,381	-	-	22,519	23,009	23,532
Office expenses	-	-	7,448	-	-	7,448	7,448	7,785
Outside labor	1,779	-	-	-	-	1,779	1,779	1,313
Postage and shipping	-	-	215	-	-	215	215	131
Printing and publications	-	-	-	282	-	282	563	811
Scholarships	-	-	-	-	-	-	86,038	31,570
Supplies	8,576	-	-	-	-	8,576	8,576	8,095
Telephone	3,874	-	208	-	-	4,082	4,166	4,267
Travel and conference	-	-	-	-	-	-	398	585
Total Expenses	491,062	4,453	27,992	10,770	6,613	540,890	1,023,088	669,286
Less expenses included with revenue on statement of activities	(349,237)	(4,453)	-	(8,425)	-	(362,115)	(362,115)	(268,799)
TOTAL EXPENSES PER STATEMENT OF ACTIVITIES	$ 141,825	$ -	$ 27,992	$ 2,345	$ 6,613	$ 178,775	$ 660,973	$ 400,487

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

The Assistance League of Temecula Valley (the "Chapter") incorporated in 1989 and is a chartered chapter of the National Assistance League. The accompanying financial statements include the activities of the Assistance League of Temecula Valley and its auxiliary; Assisteens (collectively, the "Chapter"). The Chapter is a not-for-profit organization under the Internal Revenue Code Section 501(c)(3) and is dedicated to a program of diversified philanthropies through volunteer services of its members.

Five Points: The Chapter's philanthropic programs are structured under an Operation School Bell umbrella referred to as "Five Points". Funds from this program are available to support and supplement the Chapter's other philanthropic programs focusing on clothing, food, health, literacy, and supplies.

Operation School Bell®:
First adopted in 1989, is the main Philanthropic Program of Assistance League and requires the largest portion of the annual budget. This program provides the basic need of clothing for schoolchildren (grades TK-12) in the defined service area, who might otherwise not have adequate clothing to attend school. New clothing increases children's incentive for regular school attendance, high academic performance and enhances self-esteem**.**

Chapters for Children:
This program falls under Operation School Bell. In conjunction with six other Chapters, the Chapter provides clothing to school age children who live on base at Camp Pendleton. The Chapter provides the boys with pants, shorts, or jeans.

Save Our Students (SOS):
This program also falls under Operation School Bell and provides duffle bags with emergency supplies and changes of clothing to Head Start and State preschools in the Chapter's service area.

Operation Scholarships:
This program provides yearly grants to selected teachers in the five school districts in the Chapter's service area. Teachers present applications for class project that meet state guidelines for classroom enhancement.

Graduating high school seniors in the Temecula, Murrieta and Lake Elsinore Unified School Districts apply for scholarships to continue their education. Additionally, the Chapter awards scholarships to socio-economically disadvantaged students who are continuing their education.

Operation Bear Hug:
This program provides teddy bears to injured and traumatized children through local hospital emergency rooms and Trauma Intervention Programs. These bears are used to provide comfort and aid in communication.

Operation Foster/Homeless Youth:
This program facilitates collaboration with local foster care homes and foster family agencies to provide service in the form of the basic essentials of clothing and necessary supplies for children entering the foster care system. This program also provides assistance to foster and homeless youth for their high school expenses and to non-minor dependents as they move into independent living.

Operation Nonprofit Partnership:
This program provides community assistance to other 501(c)(3) organizations by supporting and assisting in needed services that are not duplicated by other organizations. This includes school districts, local food pantries and foster family agencies, including transitional housing. The Chapter provide in-kind donations of clothing and supplies to individuals and families in need. The use of the Chapter's meeting facilities is available to approximately 15 other non-profit organizations at no cost to them.

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

A. Nature of Activities - continued

The Assisteens Auxiliary® provides provides volunteer opportunities for today's youth. Membership into the auxiliary is open to young people in grades 7-12. The aims of participation are to develop a sense of community responsibility, self-reliance, personal responsibility, poise, public speaking and leadership skills. Assisteens support the Chapter's philanthropic programs.

The Chapter's support and revenues come primarily from contributions and other fundraising efforts including grant writing and the operation of a thrift store.

B. Basis of Presentation and Accounting

The financial statements of the Chapter have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). ASC 958-205 was effective January 1, 2018 and addresses general-purpose external financial statements appropriate for not-for-profit organizations.

Under the provisions of the ASC 958-205, net assets and revenues, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Chapter and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met either by the actions of the not-for-profit organization to satisfy a particular purpose restriction, or by the passage of time. Some donor restrictions are perpetual (or permanent) in nature, whereby the donor has stipulated the funds be maintained in perpetuity, whereby the corpus of the donation must remain unspent.

C. New Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, which makes several changes to the current reporting model for Not-for-Profit entities (NFPs). The standard is effective for fiscal years beginning after December 15, 2017. The ASU has been applied retrospectively to all periods presented. A summary of the most significant changes includes:

1. *Net Asset Categories*
   As opposed to three classes of net assets, the new reporting standard presents two classes of net assets: those with donor-imposed restrictions and those without. Details of restrictions on use of resources will be presented in the notes. Any board designation of net assets must also be presented disclosed.

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. New Accounting Pronouncement (continued)

2. *Liquidity and Availability of Resources*
   Not-for-profit organizations must provide information about the liquidity of assets or maturity of liabilities, including the effects of restrictions and internal appropriations, by:

   a. Ordering assets according to nearness of conversion to cash and liabilities according to nearness of use of cash due to maturity.
   b. Classifying assets and liabilities as current and noncurrent.
   c. Disclosing any additional information regarding liquidity or maturity of assets and liabilities.

   Also, qualitative and quantitative information about the management of liquid resources to meet cash needs for general expenditures within one year of the date of the statement of financial position must be disclosed.

3. *Expense Reporting*
   According to ASU 2016-14, all not-for-profit organizations must now disclose information as to the nature and function of expenses. Natural classifications must be disclosed separately from functional classifications.

4. *Statement of Cash Flows*
   Prior to the implementation of ASU 2016-14, if the direct method of presenting the statement of cash flows was used, there was a requirement to also disclose the indirect method. That requirement no longer exists. There are no other changes as to the classification of cash flows by operating, investing and financing categories.

5. *Investment Return*
   Gross investment revenues (dividends, interest, gains/losses) must now be reported net of related expenses (internal and external) on the face of the Statement of Activities.

D. Revenue Recognition

The Chapter has also adopted FASB ASC 958-605. The "Contributions Received" subsections of that standard provides guidance for contributions of cash and other assets received, including promises to give. Contributions, including sponsorships, are recognized as revenue at the earlier of the period promised or earned and received. Contributions received with the presence of donor-imposed restrictions are reported in the Statement of Activities in the column 'with donor restrictions,' subject to time, purpose or other conditionality. Once restrictions have been satisfied, amounts are reclassified to 'without donor restrictions.' If donor-imposed restrictions are satisfied within the same accounting period as revenue is earned, the Chapter's policy is to present the amounts as without donor restrictions. Grants are recognized during the period the contract is entered and related services have been performed. Program fees and events revenues are recognized upon completed services performed.

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Donated Materials and Supplies

Donated materials and supplies are recorded as contributions at their estimated fair market value, in accordance with FASB ASC 958-605-30, at the date the contribution is made. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose.

F. Contributed Services

The Chapter follows the recognition criteria for contributed services as stated in FASB ASC 958-605-25. A significant portion of the Chapter's program services, fundraising, and administrative functions are conducted by unpaid volunteers. The value of this contributed time is not reflected in the accompanying financial statements since the services do not require specialized skills. During the year ended May 31, 2022, these volunteers donated approximately 23,692 hours, with an approximate value of $704,126. This value is based upon the average hourly earnings of $29.72 by nonagricultural workers for this time period, as determined by the U.S. Department of Labor's Bureau of Labor Statistics, plus 12% for estimated fringe benefits.

G. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

H. Fair Value Measurements

In accordance with fair value measurements, as stated in FASB ASC 820, the Chapter categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement.

Financial assets and liabilities recorded on the statement of financial position are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Inputs that reflect unadjusted quoted prices in active markets for identical investments, such as stocks, corporate and government bonds. The Chapter has the ability to access the holding and quoted prices as of the measurement date.

Level 2 – Inputs, other than quoted prices, that are observable for the asset or liability either directly or indirectly, including inputs from markets that are not considered to be active.

Level 3 – Inputs that are unobservable. Unobservable inputs reflect the Chapter's own assumptions about the factors market participants would use in pricing an investment and is based on the best information available in the circumstances.

I. Cash and Cash Equivalents

The Chapter considers cash on hand, certificates of deposit with original maturity dates of three months or less at the date of investment, as well as money market funds and other similar instruments readily convertible to cash to be cash and cash equivalents.

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Custodial Credit Risk

The Chapter maintains its cash at several financial institutions. Cash balances are insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC). At various times during the year, the amount on deposit with a single financial institution may exceed federal depository insurance limits and be exposed to custodial credit risk. At May 31, 2022, the Chapter had no funds which were exposed to this risk.

K. Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Chapter's financial statements for the year ended May 31, 2021 from which the summarized information was derived.

L. Deferred Revenue

Membership dues, contributions, and grants received prior to the fiscal year to which they apply are deferred and recognized over the periods to which the dues, contributions, and grants relate. Revenue deferred for collection of membership dues are classified as deferred dues revenues, while all other deferred revenues are reported separately.

M. Promises to Give

Contributions are recognized when the donor makes a promise to give to the Chapter that is, in substance, unconditional. Donor-restricted contributions are reported as increases in net assets with donor restrictions depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

N. Thrift Shop Inventory and Donated Materials

The Chapter maintains an inventory of used clothing and household items donated by chapter members and community individuals and businesses. The value of this inventory is stated at its estimated fair value. These donated items are held for resale at the thrift shop operated by the Chapter.

O. Philanthropic Inventory

The Chapter maintains a limited inventory of items for use in several philanthropic programs including backpacks, school supplies, clothing, teddy bears, and books. Inventories are stated at the lower of cost or market using first-in, first out inventory valuation method.

P. Property and Equipment

It is the Chapter's policy to capitalize property and equipment over $1,000. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose or time of use. Property and equipment are depreciated using the straight-line method of depreciation over the estimated useful life of the related assets of five to forty years.

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Q. Income Taxes

The Chapter is a non-profit public-benefit corporation and has been recognized as tax-exempt pursuant to Section 501(c)(3) of the Internal Revenue Code and Section 23701d of the California Revenue and Taxation Code. Accordingly, no provision has been made for income taxes. Management has evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels.

The primary tax positions evaluated are related to the Chapter's continued qualification as a tax-exempt Chapter and whether there are unrelated business income activities conducted that would be taxable. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Chapter files informational returns in the U.S. federal jurisdiction and the state of California.

R. Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function, as shown in the Statement of Functional Expenses. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. Such allocations are determined by management on an equitable basis. The expenses that are allocated include the following:

Expense	Method of Allocation
Salaries and benefits	Time and effort
Occupancy / rent	Facilities square footage
Insurance	Policy type and nature of coverage
Utilities	Facilities square footage
Supplies	Time and effort
Depreciation	Facilities square footage

NOTE 2 – LIQUIDITY AND AVAILABLE RESOURCES

The Chapter's financial assets available within one year of the Statement of Financial Position date for general expenditure are as follows:

Cash and cash equivalents	$	313,357
Grants and other receivables		26,518
Inventory		151,247
Financial assets available within one year		491,122

The Chapter's policy for liquidity management requires that it structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. Cash in excess of daily requirements is invested in short-term investments. The amounts above have been reduced by amounts not available for general use because of the donor-imposed restrictions within one year of the financial statement date.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents at May 31, 2022, consisted of the following:

Cash and Cash Equivalents:	
Cash on hand	$ 500
Checking accounts:	
Chase Bank	72,038
Provident Bank	42,628
PayPal	4,767
Wells Fargo	140,459
Total checking accounts	259,892
Savings accounts:	
Provident Bank	52,965
Total	$ 312,857

NOTE 4 – PROMISES TO GIVE

At May 31, 2022, Promises to Give consisted of the following:

Unrestricted	$ -
Restricted for Operation School Bell	28,350
Total promises to give	28,350
Less discounts to net present value	-
Less allowance for uncollectible promises	-
Total promises to give, net	$ 28,350

All Promises to give at May 31, 2022, are due in less than one year.

NOTE 5 – PROPERTY AND EQUIPMENT

Property and equipment as of May 31, 2022 consisted of the following:

	Balance, June 1, 2021	Additions	Retirements	Balance, May 31, 2022
Property and equipment:				
Equipment	140,215	-	-	140,215
Vehicles	19,062	-	-	19,062
Buildings and improvements	1,076,082	12,010	-	1,088,092
Total property and equipment being depreciated	1,235,359	12,010	-	1,247,369
Accumulated depreciation:				
Equipment	(111,799)	(8,434)	-	(120,233)
Vehicles	(18,289)	(774)	-	(19,063)
Buildings and improvements	(908,277)	(19,912)	-	(928,189)
Total accumulated depreciation	(1,038,365)	(29,120)	-	(1,067,485)
Total property and equipment, net	$ 196,994	$ (17,110)	$ -	$ 179,884

NOTE 6 – INVENTORY

Inventory at May 31, 2022 was comprised of the following:

Thrift Shop inventory	$ 146,212
Philanthropic Programs inventory	5,035
Total Inventory	$ 151,247

NOTE 7 – DEFERRED REVENUES

The deferred dues and other revenue balance at May 31, 2022 reflects 2022-23 membership dues of $10,450 and funds and grants totaling $77,860 restricted for the next fiscal year, received before May 31, 2022.

NOTE 8 – NET ASSETS

At May 31, 2022 net assets were restricted by donors or designated by the Chapter as follows:

Without Donor Restriction:	
Reserve maintained for one year's operating expenses	$ 882,297
With Donor Restriction:	
Subject to expenditure for specific purpose:	
Operation School Bell® program	28,350
Subject to the passage of time - for periods after May 31, 2021:	-
Subject to spending policy and appropriation:	-
Total	$ 910,647

Net assets released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by donors during fiscal year ended May 31, 2022 are as follows:

Purpose restrictions accomplished:	
Operation School Bell® program	$ 235,905
Operation Foster/Homeless Youth	500
Total	$ 236,405

NOTE 9 – OPERATING LEASE COMMITMENT

The Chapter leases a copy machine on a month-to-month basis. The monthly standard charge is $181.78 plus tax which includes 5,500 copies. The Chapter pays additional fees depending on the amount of usage over the allowed number of copies monthly. During the fiscal year ended May 31, 2022 the Chapter recorded $2,853 in equipment rental expense associated with the copy machine lease.

NOTE 10 – NONCASH CONTRIBUTIONS

During the year ended May 31, 2022, in additions to contributions of merchandise sold to the Chapter's thrift shop, the Chapter received other noncash contributions of materials, clothing and supplies as follows:

Use of facilities	$ 51,525
Clothes and furniture	29,000
Total	$ 80,525

NOTE 11 – DIRECT PROGRAM EXPENSES

Expenses incurred for the direct operation of other non-major programs in the amount of $20,566 at May 31, 2022 are detailed as follows:

Operation SHADES	$ 3,755
Celebrate the Seasons	1,770
Operation Bookworm	2,265
Helping SMART Moms	1,224
Honoring Our Veterans	3,093
Various other expenses	8,459
Total	$ 20,566

NOTE 12 – SUBSEQUENT EVENTS

Events subsequent to May 31, 2022, have been evaluated through September 13, 2022, the date at which the Chapter's audited financial statements were available to be issued. No events requiring disclosures have occurred through this date.

At the end of the first quarter of calendar year 2020, the United States and global economy suffered a major decline due to the impact of the COVID-19 virus. The direct affect to the Chapter during the most recent fiscal year resulted in complete/partial closure of the Thrift Shop and a significant decline in the number of volunteers. The Chapter has since re-opened the Thrift Shop and has resumed full operations.

On May 16, 2022, the Chapter experienced flood damage to a sizable portion of it's facilities. As a result, the Thrift Shop remained closed for an extended period of time to allow for flood remediation and repairs. Management expects that this closure will have a significant impact on current year financial results. However, the exact amount of the impact to the Chapter is unknown at this time.

ASSISTANCE LEAGUE OF TEMECULA VALLEY

Supplemental Consolidating Schedule of Activities
For the Fiscal Year Ended May 31, 2022

	Chapter	Assisteens	Total
REVENUES AND OTHER SUPPORT			
Fundraising:			
Thrift shop revenue:			
Contributions of merchandise sold	$ 310,428	$ 38,809	$ 349,237
Sales of contributed merchandise	310,428	38,809	349,237
Less: Value of merchandise sold	(310,428)	(38,809)	(349,237)
Net revenue from thrift shop	310,428	38,809	349,237
Fundraising events and activities:			
Fundraising revenue	-	-	-
Less: Direct costs	-	-	-
Membership dues and member event revenue, net of cost of direct benefits to attendees	3,886	1,192	5,078
Contributions	96,469	-	96,469
Grants	159,315	-	159,315
Gift-in-kind donations	80,525	-	80,525
Interest income	87	-	87
Other miscellaneous income	1,203	-	1,203
Net assets released from restrictions	-	-	-
Total Revenues and Other Support	651,913	40,001	691,914
EXPENSES			
Program expenses:			
Operation School Bell	184,328	12,176	196,504
Operation Non Profit Partnership	125,396	-	125,396
Operation Scholarship	86,261	-	86,261
Operation Bear Hug	16,023	-	16,023
Operation Foster Youth	36,255	-	36,255
Other programs	21,759	-	21,759
Total program service expenses	470,022	12,176	482,198
Supporting Services:			
Thrift shop	141,825	-	141,825
Management and general	27,992	-	27,992
Membership development	2,345	-	2,345
Fundraising expenses	6,613	-	6,613
Total supporting services expenses	178,775	-	178,775
Total Expenses	648,797	12,176	660,973
Change in Net Assets	3,116	27,825	30,941
Net Assets:			
Beginning of year	798,511	112,136	910,647
End of year	$ 801,627	$ 139,961	$ 941,588

ASSISTANCE LEAGUE OF TEMECULA VALLEY
BOARD MEETING MINUTES EXCERPT
October 18, 2022

The meeting was called to order by President Mary Murphy at 10:02 a.m.
Cheryl Medin, Secretary, was present.

Board Members Present: Aubrey Nicometo, Annette Sheehy, Michelle Stiles, Marilyn Rule, Electra Demos, Sue Sampson, Cindy Jasperson, Diana Elizondo, Anna Silva,

Board Members Absent: Diane Koirth, Ann Reese

Quorum Established

MOTION:
Upon recommendation of the Grants Committee, I move that the board of directors approves the submission of the City of Wildomar "Non-Profit Public Service" Funding Application for the program year 2022-2023 by executing all documents and entering into all agreements pertaining to the use of awarded funds.

Motion: Approved

The meeting was adjourned by President Mary Murphy at 11:57 a.m.

Mary Murphy, President
Mary Murphy, President

Cheryl Medin
Cheryl Medin, Secretary

ASSISTANCE LEAGUE OF TEMECULA VALLEY
BOARD OF DIRECTORS
JUNE 2022-MAY 2023

OFFICERS:

President:	**Mary Murphy** 29835 Corte Granada Temecula, CA. 92591 marymurphy02@gmail.com 361-9877-4452	Educator (MS ED) PAEMST Awardee 2000
VP Membership:	**Aubrey Nicometo** 31085 Corte Arroyo Vista Temecula, CA. 92592 aubreynico@verizon.net 951-970-8027	Graphic Designer Print Shop Manager
VP Philanthropic Programs	**Annette Sheehy** 39612 Clos Du Val Murrieta, CA. 92563 annettebill@yahoo.com 951-852-1822	Educator Elementary School
VP Finance	**Michelle Stiles** 39100 Hidden Creek Lane Temecula, CA. 92591 michellestiles46@gmail.com 7l4-501-5339	Associate Dean, MBA, EdD Finance, Accounting, Budgeting, Operations
Secretary	**Cheryl Medin** 31387 Royal Oaks Drive Temecula, CA. 92591 soppy55@sbcglobal.net 951-526-1234	Rehabilitation Music Therapist
Treasurer	**Marilyn Rule** 38532 Quail Ridge Drive Murrieta, CA. 92562 marilynrule@gmail.com 805-368-7521	College/Career Counselor Accounting Manager

ELECTIVE STANDING COMMITTEES:

Chapter House Manager:	**Cindy Jasperson** 41395 De Anna Ranch Rd Murrieta, CA. 92562 cjaspy@yahoo.com 951-698-3055	Information Technology Regional Retail Manager
Assisteen Liaison:	**Electra Demos** 31004 Wellington Circle Temecula, CA. 92591 jimnlec@verizon.net 951-541-4429	Educator, High School
Bylaws Chairman:	**Sue Sampson** 30789 East Green Drive Murrieta, CA. 92563 suedsampson@yahoo.com 714-330-6063	Educator Elementary School
Marketing Communications Committee:	**Diane Koirth** 29633 Pebble Beach Drive Sun City, CA. 92586 dkoirth2000@yahoo.com 949-230-8429	Orange County TA Transportation
Education Chairman:	**Diana Elizondo** 39628 Clos Du Val Murrieta, CA. 92563 d-elizondo@outlook.com 951-852-3387	Educator Elementary School
Strategic Planning Chairman	**Ann Reese** 39423 Napa Creek Drive Murrieta, CA. 92563 rreese5h@gmail.com 951-972-2343	Paralegal

ALTV Volunteers Primarily Responsible for Implementation and Completion of Operation School Bell 2022-2023

1) Annette Sheehy
   Vice President of Philanthropic Programs
   (951) 852-1822

   Annette is a retired educator who joined ALTV in 2004. Since that time, she has served on the Board nine times as well as chaired various committees. This is her fifth consecutive year as Vice President of Philanthropic Programs. In this role, she is responsible to oversee ALTV's seven philanthropic programs that are in place at this time. All programs are operating successfully.

2) Diana Elizondo
   Operation School Bell Chairman
   (951) 852-3387

   Diana is a retired educator who has also chaired many committees and programs at ALTV for the last 18 years. She is currently responsible for day-to-day management of the Operation School Bell program. The program has operated and continues to operate very efficiently and successfully under her leadership.

INDEX OF ATTACHMENTS for Assistance League of Temecula Valley

City of Wildomar 2022-2023 Non-Profit Public Service Funding Application

Document	**Section of Application**
➢ Current Board of Directors	Organizational History
➢ Articles of Incorporation & By-Laws	Organizational History
➢ CDBG Award Letters 2022-2023	Leveraging
1. City of Lake Elsinore	
2. City of Menifee	
3. City of Temecula	
4. City of Murrieta	
5. County of Riverside	
➢ Audited Financial Statement FYE 2021-2022	Leveraging
➢ Primarily Responsible to Implement OSB	Management Capacity
➢ OSB Detailed Org Chart	Management Capacity
➢ Project Activity Map	Attachments
➢ Board Approval to Submit Application	Attachments

Record as grants/recvd on 6/1/22 PC #1114

of Lake Elsinore to health insurance and a medical/dental home, thereby providing access to comprehensive healthcare services. Services would be provided at Vista Community Clinic's health center at 30195 Fraser Drive.

The total amount of CDBG funds available is only 64% of the total amount requested. Additionally, as described above, the minimum allocation has been set at $10,000 by County HHPWS. For these reasons, staff is recommending the funding for "Public Service Programs" that allocates only the available funds. A breakdown of CDBG funding requests and proposed allocations for the Fiscal Year 2022-2023 are reflected in the following table.

FY 2022-2023 CDBG Program Year – Proposed Allocation

Agency	Requested Amount	2022-2023 Proposed Allocation	2021-2022 Allocation
PUBLIC SERVICE PROGRAMS			
Assistance League of Temecula Valley	$50,000	$27,400	$27,400
Boys & Girls Club of Southwest County	$10,000	$10,000	$10,000
Helping Our People in Elsinore, Inc. (H.O.P.E)	$60,000	$30,000	$30,000
Vista Community Clinic	$23,425	$22,000	$22,000
Subtotal	**$143,425**	**$89,400**	**$89,400**
PUBLIC FACILITY PROJECT			
Public Facility Improvements	$429,120	$429,120	$451,690
Subtotal	**$429,120**	**$429,120**	**$451,690**
ADMINISTRATIVE COSTS			
Riverside County EDA	$77,480	$77,480	$78,456
Subtotal	**$77,480**	**$77,480**	**$80,853**
GRAND TOTAL	**$650,025**	**$596,000**	**$621,943**

As of the filing deadline of October 20, 2021, the City received four (4) Community Support Funding applications for a total requested allotment of $25,000.

The agencies requesting funds are as follows:

1. Trauma Intervention Program ($10,000). Located in Murrieta, this agency provides emotional first aid to survivors of tragedy to ease their immediate suffering and facilitate their healing and long-term recovery.

2. Dream Center ($10,000). Located in Lake Elsinore, the organization's Dream Projects is a mentorship extension for Ortega High School. Students develop service projects for the community. The goal of this program is to empower these students to move beyond their circumstances and develop their organizational, financial, and teamwork skills.

3. Assistance League of Temecula Valley ($5,000). The agency is located in Temecula and the organization's Operation School Bell provides clothing and shoes to disadvantaged children in the Murrieta, Lake Elsinore, Menifee, and Temecula School Districts. The requested CDBG funds would be used to serve children in Lake Elsinore.

4. Western Eagle Foundation ($5,000). Located in Temecula, this organization offers extremely low-cost food to relieve food-insecure families. WEF makes food boxes available at the WEF Food and Home store, allowing families to select healthy fruits, vegetables, proteins, eggs, dairy, bread, and non-perishable staples.

A breakdown of Community Support funding requests and proposed allocations for the Fiscal Year 2021-2022 is reflected in the following table.

Agency	Requested Amount	2021-2022 Proposed Allocation	2020-2021 Allocation
Trauma Intervention Program	$10,000	$10,000	$10,000
Dream Center	$5,000	$5,000	$5,000
Assistance League of Temecula Valley	$5,000	$5,000	$5,000
Western Eagle Foundation	$5,000	$5,000	$0
GRAND TOTAL	**$25,000**	**$25,000**	**$20,000**

The above recommendations have been shared with the City Council's Budget Subcommittee.

Fiscal Impact

As indicated above, the City of Lake Elsinore's CDBG allocation is anticipated to be $596,000 for the 2022-2023 Fiscal Year. These funds will be available on or about July 1, 2022.

There is $30,000 available in the General Fund for Community Support Funding in the Community Support Budget.

Attachments:
Exhibit A - Summary Matrix of Public Service Requests with Past Awards (CDBG)
Exhibit B - Summary Matrix of Community Support Funding Requests with Past Awards
Exhibit C - FY 2022-2023 CDBG Funding Application - Assistance League of Temecula Valley
Exhibit D - FY 2022-2023 CDBG Funding Application – Boys and Girls Club of Southwest County
Exhibit E - FY 2022-2023 CDBG Funding Application - Helping Our People in Elsinore, Inc. (H.O.P.E)
Exhibit F - FY 2022-2023 CDBG Funding Application - Vista Community Clinic
Exhibit G - FY 2021-2022 Community Support Funding Application – Trauma Intervention Program
Exhibit H - FY 2021-2022 Community Support Funding Application – Dream Center
Exhibit I - FY 2021-2022 Community Support Funding Application – Assistance League of Temecula Valley
Exhibit J - FY 2021-2022 Community Support Funding Application – Western Eagle Foundation

CITY OF LAKE ELSINORE
DREAM EXTREME

REPORT TO CITY COUNCIL

To: **Honorable Mayor and Members of the City Council**

From: **Jason Simpson, City Manager**

Prepared by: **Brendan Rafferty, Fiscal Officer**

Date: **November 9, 2021**

Subject: **Community Development Block Grant (CDBG) allocation for the Fiscal Year 2022-2023 and Community Support Allocation (CSA) for the Fiscal Year 2021-2022**

Recommendation

1. Adopt the Community Development Block Grant (CDBG) Program for Fiscal Year 2022-2023;

2. Approve submittal of the City's program to the County of Riverside;

3. Approve allocation of Community Support Funds.

Background

Each year the City of Lake Elsinore receives an allocation of Community Development Block Grant (CDBG) funds. These allocations are based on population and are designed for assistance to low and moderate-income residents and areas.

On June 23, 2020, the City Council renewed its Joint-Recipient Cooperation Agreement (Metropolitan Cities Agreement) with the County of Riverside. Participation in the Joint-Recipient Cooperation Agreement allows the City of Lake Elsinore to receive its portion of funds allocated by HUD, minus a thirteen percent (13%) administration fee by the County of Riverside.

To qualify for funding, eligible projects must largely benefit low and moderate-income persons, prevent or eliminate slums and blight, or meet a need having a particular urgency. The County of Riverside Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) has stated that "To ensure the effective, efficient, and appropriate allocation and use of the County's CDBG funding, the County may reject any proposed cooperating city CDBG activity in an amount less than $10,000." The only exceptions to this policy include traditionally county-wide activities (city/county, multiple cities, etc.) or a project or activity serving a very remote location.

On September 16, 2021, a Notice of Funding Availability was published and e-mailed to previously funded organizations and other interested persons. Additionally, this notice was published on the City's website along with information regarding the City's Community Support

Funding Program. The organizations were instructed to submit their applications for Community Support Funds along with their CDBG applications due on October 20, 2021.

On October 20, 2021, the City received a total of four (4) applications for CDBG Funds and four (4) applications for Community Support Funds. A list of current and past CDBG and Community Support Funding allocations is attached.

Discussion

For the Fiscal Year 2022-2023 funding program, the City hopes to receive approximately $596,000 which is slightly less than the total that was awarded to the City for the Fiscal Year 2021-2022 of $621,943. It should be noted that this amount is an estimate and the actual amount of CDBG funds received by the City could fluctuate depending on how the United States Congress approves the national budget.

Based on an allocation of $596,000 and CDBG requirements, thirteen percent (13%) or $77,480 would be required by the County of Riverside for administrative costs. Additionally, the City can earmark a maximum of seven percent (7%) or $41,720 towards CDBG program administration costs and fifteen percent (15%) or approximately $89,400 towards public service programs.

However, to maximize the amount of CDBG funds available for the City projects, Staff is proposing to use none of the CDBG funds for the City's administrative costs. This will allow a balance of $429,120 for the following City project:

1. City Park Improvements ($429,120). The proposed project involves the use of CDBG funds to make much-needed improvements to City Park located at 243 S. Main Street.

As of the filing deadline of October 20, 2021, the City received four (4) outside public service agency applications for a total requested allotment of $143,425.

The agencies requesting funds are as follows:

1. Assistance League of Temecula Valley ($50,000). The agency is located in Temecula and the organization's Operation School Bell provides clothing and shoes to disadvantaged children in the Murrieta, Lake Elsinore, Menifee, and Temecula School Districts. The requested CDBG funds would be used to serve children in Lake Elsinore.

2. Boys and Girls Club of Southwest Riverside County ($10,000). Located in Lake Elsinore, the organization is requesting funds for Boys & Girls Club Program Scholarships for before and after-school programming and transportation to serve underserved youth in the City of Lake Elsinore. The activities are provided at the Boys and Girls Club's Clubhouse located at 16275 Grand Avenue in the City of Lake Elsinore

3. Helping Our People in Elsinore, Inc. (H.O.P.E) ($60,000). Located in Lake Elsinore, the organization is requesting funds for its Pantry Program that distributes a balanced menu of groceries to low-income families, seniors, and individuals in Lake Elsinore and the surrounding communities.

4. Vista Community Clinic ($23,425). This organization's request for CDBG funds to meet the costs of a Certified Enrollment Counselor who links uninsured low-income residents

City Engineer Habib provided a presentation.

A motion was made by Council Member Manos, seconded by Council Member Johnson, to approve the Recommendations. The motion carried by the following vote:

Aye: 5 - Mayor/Chair Magee, Mayor Pro Tem/Vice-Chair Sheridan, Council Member/Agency Member Tisdale, Council Member/Agency Member Johnson and Council Member/Agency Member Manos

8) Community Development Block Grant (CDBG) Allocations for Fiscal Year 2022-23 and Community Support Allocations (CSA) for Fiscal Year 2021-22

1. Adopt the Community Development Block Grant (CDBG) Program allocations for Fiscal Year 2022-23;

2. Approve submittal of the City's program to the County of Riverside; and

3. Approve allocation of Community Support Funds.

Paulie Tehrani was called to speak.

Ace Vallejos was called to speak.

Matthew Dobler was called to speak.

Dorcas Shaktman was called to speak.

A motion was made by Council Member Manos, seconded by Council Member Johnson, to approve the Recommendations. The motion carried by the following vote:

Aye: 5 - Mayor/Chair Magee, Mayor Pro Tem/Vice-Chair Sheridan, Council Member/Agency Member Tisdale, Council Member/Agency Member Johnson and Council Member/Agency Member Manos

SUCCESSOR AGENCY CONSENT CALENDAR

Approval of the Successor Agency Consent Calendar

Motion by Agency Member Johnson, seconded by Agency Member Tisdale, to approve the Successor Agency Consent Calendar. The motion carried by the following vote:

Aye: 5 - Mayor/Chair Magee, Mayor Pro Tem/Vice-Chair Sheridan, Council Member/Agency Member Tisdale, Council Member/Agency Member Johnson and Council Member/Agency Member Manos

11) Minutes of the Regular Successor Agency Meeting of October 26, 2021

Approve the Minutes.

This item was approved on the Successor Agency Consent Calendar.

12) SA Warrant List for October 14, 2021

Receive and file.

This item was approved on the Successor Agency Consent Calendar.

June 28, 2022

Assistance League of Temecula Valley
Attn: Denise Lanier
28720 Via Montezuma
Temecula, CA 92590

SUBJECT: Award Letter for 2022/2023 CDBG Funding

Dear Ms. Lanier:

On behalf of the City of Menifee, I would like to thank you for your submittal to the City's eleventh program year Community Development Block Grant (CDBG) Public Services program.

Your application was considered eligible under the public services requirements of the CDBG Program (Code of Federal Regulations, Title 24 Housing and Urban Development, Section 570.201(e) Basic Eligible Activities/24 CFR 570.201). The City of Menifee is pleased to announce that the Assistance League of Temecula Valley has been allocated $10, 335 for program year 22/23

Again congratulations, we look forward to working with you organization in the coming year!

Please do not hesitate to contact me should you have any questions.

Sincerely,

Edna I. Lebrón

Edna I. Lebrón, Sr. Management Analyst

Fwd: Update - CDBG FY 2022/23 Funding

1 message

Denise Lanier <grammysings@msn.com> Thu, Jan 20, 2022 at 6:29 PM
To: Sitar Diane <primesolutions2@verizon.net>, Elizondo Diana <dianaelizondo@verizon.net>, Stiles Michelle <michellestiles46@gmail.com>, ALTV Annette Sheehy <annettebill@yahoo.com>

FYI - not sure if everyone of you received this email.

Denise😊🎶😁

Sent from my iPhone

Begin forwarded message:

From: "Lacasella, Louie" <llacasella@murrietaca.gov>
Date: January 20, 2022 at 5:36:33 PM PST
Cc: "Vega, Rosa" <RVega@murrietaca.gov>
Subject: Update - CDBG FY 2022/23 Funding

Good evening Non-profits,

Congratulations on being selected by the Murrieta City Council to receive funding for the upcoming FY 2022/23 Community Development Block Grant (CDBG) funding cycle. As you may know, below are the allocations that the City Council approved on December 7, 2021:

- Community Food Pantry of Murrieta – $29,250
- Assistance League of Temecula Valley – $29,250
- SAFE Family Justice Centers – $10,000
- Michelle's Place Cancer Resources Center – $10,000
- Boys and Girls Club of Southwest County – $5,000
- Cultivating Inclusion Inc. – $5,000

The next step in the process is the City receiving notification from the County of Riverside that your applications, submitted by the City, are eligible for CDBG funding, which we expect to be the case. Once the

City receives notification from the County, we will reach out to each non-profit to enter into sub-recipient agreements, the County provides the City with the latest template agreement. As you may know, if the non-profit is already receiving CDBG funding directly from the County, no additional sub-recipient agreement will be required for the City. Once the City receives your signed sub-recipient agreement along with other documentation, we will provide instructions to each non-profit for how to incur expenses associated with the eligible project activity and how to submit to the City for reimbursement.

Please let me know if you have any questions. I have also copied Rosa Vega who assists with the program as well. Thank you for the important work you do! :)

Louie

LOUIE F. LACASELLA, MPA, CLRM, ENV SP | Assistant to the City Manager

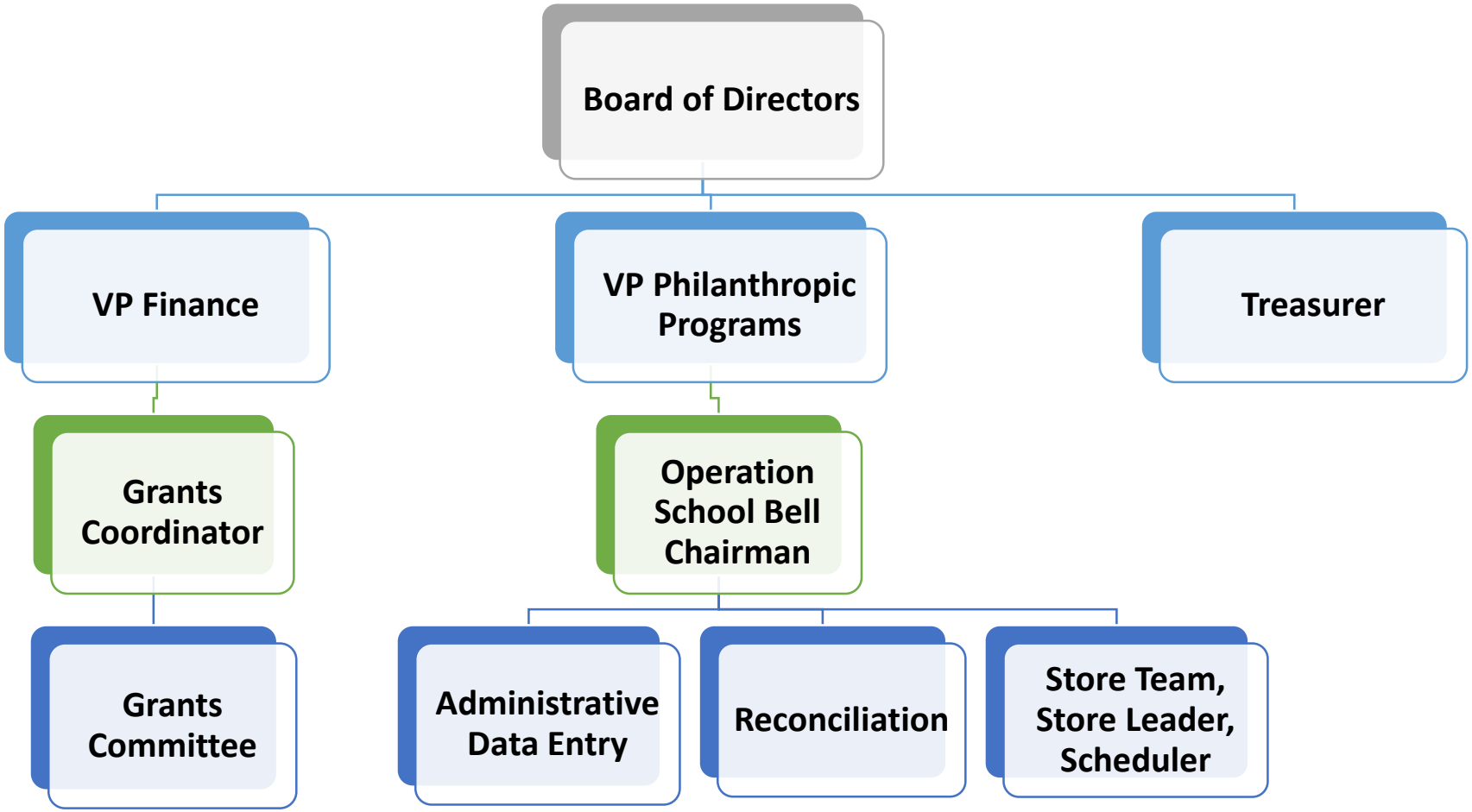
CITY OF MURRIETA | T: 951.461.6008
1 Town Square | Murrieta, CA 92562
llacasella@MurrietaCA.gov | www.MurrietaCA.gov

2021 - 2022 MMASC Director of Finance

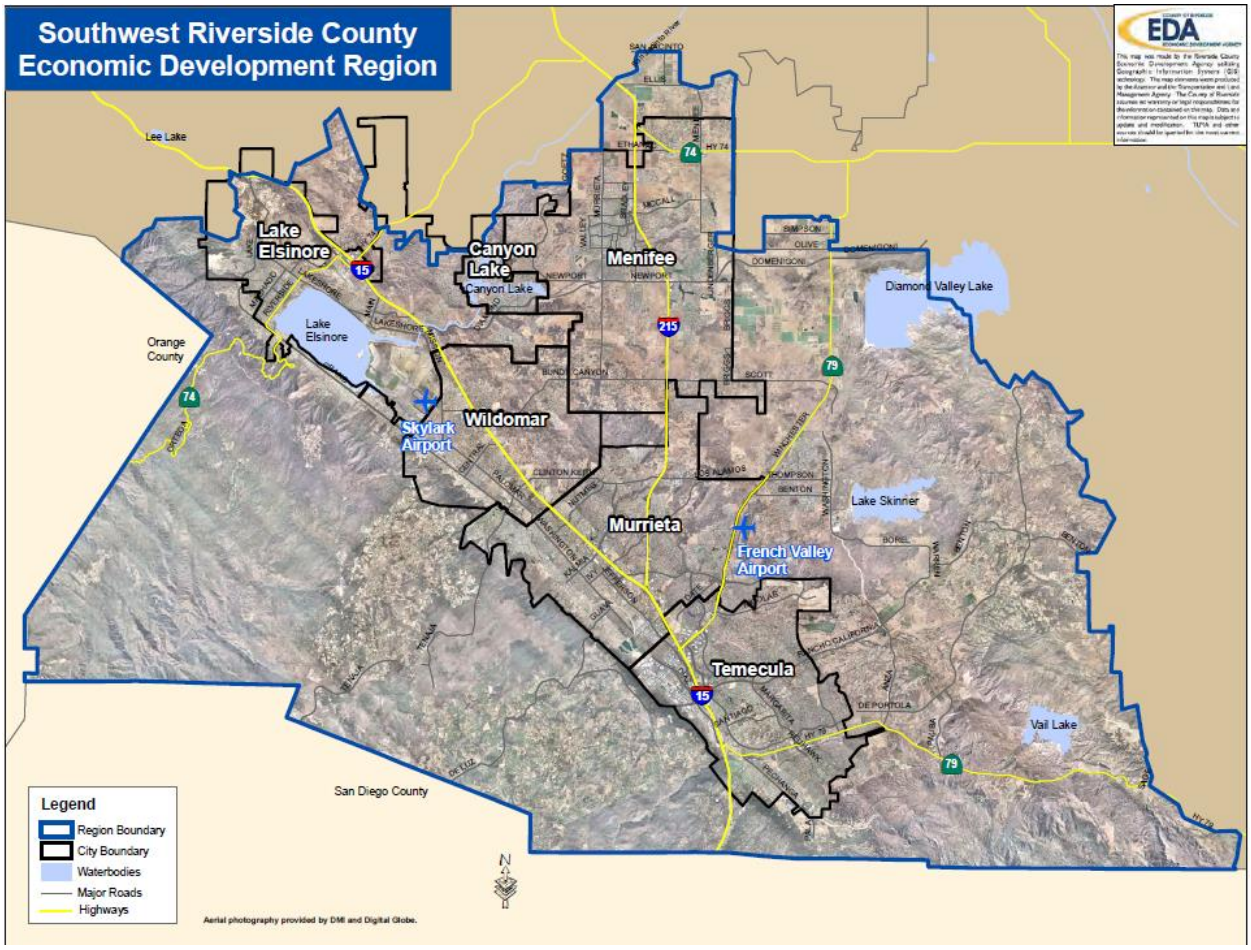
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Please note that email correspondence with the City of Murrieta, along with attachments, may be subject to the California Public Records Act, and therefore may be subject to disclosure unless otherwise exempt. The City of Murrieta shall not be responsible for any claims, losses or damages resulting from the use of digital data that may be contained in this email.

Operation School Bell Management Capacity Org Chart



Project Activity Map



HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

File No.: 0.242-22

June 20, 2022

Mrs. Denise Lanier, President & Grants Chair
Assistance League of Temecula Valley
28720 Via Montezuma
Temecula, CA 92590

RE: COMBINED NOTICE
2022-2023 CDBG FUNDING REQUEST APPROVED
NOTICE OF MANDATORY CDBG SUBRECIPIENT TRAINING

Operation School Bell $82,890

Dear Sponsor:

We are pleased to notify you that the Riverside County Board of Supervisors has approved a request for CDBG funding for the activity listed below:

Operation School Bell $82,890
Public Services
Low Mod Limited Clientele Income Certification

This project has been included in the County's 2022-2023 One Year Action Plan. The One Year Action Plan has been submitted to the U.S. Department of Housing and Urban Development (HUD) for review. If approved by HUD, we anticipate that the effective date of our 2022-2023 One Year Action Plan will be July 1, 2022.

We are in the process of preparing your Sponsor's Agreement for the use of the CDBG funds. Once you receive your Sponsor's Agreement, you will have forty-five (45) days to have it properly executed and returned to the Department of Housing and Workforce Solutions (HWS), together with the required documentation. **This deadline date assists the County in meeting HUD's timeliness, or draw down, requirements. Any Sponsor that fails to meet this deadline may have their project cancelled.**

This is not an authorization to incur costs. Any costs incurred prior to written authorization from HWS may not be eligible for reimbursement. Furthermore, all CDBG-funded activities are subject to HUD approval.

At this time, we are undertaking the required environmental review and administrative actions pertaining to your activity. Our staff may be contacting you to discuss approved project budgets, project schedules, performance and outcome measures, national objective reporting, and other necessary items.

Mandatory Subrecipient Training

As a Subrecipient of the County's 2022-2023 CDBG funding, your organization must have a thorough understanding of all applicable regulations and requirements of the CDBG program. The U.S. Department of Housing and Urban Development (HUD) requires HWS to ensure that all CDBG subrecipients possess an understanding of all applicable regulations and requirements. To meet this requirement, and in keeping with current social distancing mandates as a result of COVID-19, HWS will be providing an online video training only.

Subrecipients are asked to have all staff members directly working on CDBG-funded activities to view the training video. You will be able to ask questions of HWS staff through email or telephone. There will be a mandatory questionnaire and acknowledgement at the end of the training to assess your organization's knowledge and understanding of the material and confirm participation in the training.

Please note: all subrecipients are required to complete the CDBG training, prior to receiving their 2022-2023 ***Notice to Incur Cost Letter***. The CDBG training materials can be accessed via the following link:

https://rivcoeda.org/Departments/Housing/Community-Development-Block-Grant/Community-Development/CDBG-ESG-Sub-recipient-Online-Training

In addition to the training, all subrecipients are encouraged to review and understand the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) to better carry out their CDBG-funded activities.

If you have any questions regarding the program process or need additional information, please feel free to contact my office at (951) 955-5933. To expedite all future correspondence and inquiries, please refer to the CDBG File Number located in the upper right corner of this letter.

Sincerely,

Susana Orozco
Principal Development Specialist – ~~CDBG/~~ESG Programs

City of Temecula
Community Development
41000 Main Street • Temecula, CA 92590
Phone (951) 694-400 • TemeculaCA.gov

June 9, 2022

Michelle Stiles, VP Finance
Assistance League of Temecula Valley
28720 Via Montezuma
Temecula, CA 92592

Re: 2022-23 Funding of Community Development Block Grant (CDBG) Programs

Dear Ms. Stiles:

On April 26, 2022, the Temecula City Council held a public hearing to determine which projects would be funded using Community Development Block Grant (CDBG) funds during the 2022-23 Program Year. We are pleased to inform you that the City Council has instructed staff to include your program for funding in the City of Temecula 2022-23 Action Plan and submit such to the U.S. Department of Housing and Urban Development (HUD) for approval.

Your agency has been approved for funding in the amount of **$7,226** for the (**Operation School Bell)** Program. Accompanying this award letter is your agreement and Exhibit A for the implementation of your program for the 2022-23 program year. **The following actions are required to proceed with funding your program.**

1. Please print out three (3) full copies of each (Agreement and Exhibit A).
2. Provide two (2) wet/original signatures on the signature page of your agreement for all three (3) copies.
3. Please return all (3) copies of your agency's agreement and Exhibit A's to:

City of Temecula
Attn: Brandon Rabidou, Senior Management Analyst
41000 Main Street,
Temecula, CA 92590

These completed documents must be submitted by 4:59 p.m. on June 24, 2022.

If you have any questions regarding this matter, please do not hesitate to contact me at (951) 693-3928 or at frank.perez@TemeculaCA.gov.

Sincerely,

Frank Perez
CDBG Program Consultant

cc: Luke Watson, Director of Community Development
Brandon Rabidou, Senior Management Analyst

Attachment A

City of Wildomar
Non-Profit Public Service Funding Application
(Fiscal Year 2022/23)

I. GENERAL INFORMATION:

Applying Entity or Agency: Community Outreach Ministry

Site Location Address: 23905 Clinton Keith Road Suite 114 #116

City, State, Zip Code: Wildomar, CA. 92595

Telephone Number: 951-698-7650 Fax: _____

Executive Director Name: MORRIS R. BOB DAVIES

Title: President and CEO

Email: info@communityoutreachministry.org

What is your organization's mission and vision (Limited to the space below)?

The project mission is to invite 25 children of incarcerated parents living in Wildomar to the 22nd Annual Angel Tree Christmas Party to enjoy lunch, gifts, Christmas music and to engage with partners from the US Forest Service Firefighers Smokey the Bear, CHP, who will do demonstations using fire truck and Cruiser, Angel Tree a program of Prison Fellowship Camp Agape and Vista Community Clinic (VCC).

The vision is to give these children hope at Christmas to know they are loved and cherished and that Community Outreach Ministry is here for them all year-round with activities.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below)?

Only Community Outreach Ministry is hosting the Annual Angel Tree Christmas Party in Wildomar. These children are a hidden, invisible, and vulnerable population who are being raised by a low to extremely low income relative. The children are at the federal poverty level who need to be treated because of the abuse, abandondement, and feelings of being lonely and unloved. The children contend with effects of trauma, shame and stigma unique to Adverse Childhood Experiences (ACEs). Relatives step in but do not have the resources to deal with these problems. Our nonprofit has the right resources and referrals to comprehensive community support services to advise caregivers to help the children.

II. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:

NOTE: If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using these funds during the term of the 2022/23 fiscal year: 25 clients x 2 gifts- 50 units

2. Length of funded activities or service to **Wildomar clients** (weeks, months, year): 4 months

3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 25 clients

4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 25 clients x 2 gifts- 50 units

5. Service will be provided to **Wildomar** (check one or more):

   ☐ Men ☐ Women ☐ Men/Women ☐Men/Women/Children

   ☑ Children – Age Range 0-18 ☐ Homeless ☐Families ☐ Seniors

   ☐ Migrant Farm Workers ☐Severely Disabled Adults

6. Number of beds of facility: N/A

7. Anticipated number of "new" beds: N/A

8. Length of stay (if residential facility): N/A

9. If you received city non-profit funding in FY 2021/22, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2021, through June 30, 2022: N/A

10. If you received city non-profit funding in FY 2021/22, please quantify the increase in service that you will be providing in 2022/23 Fiscal Year, and explain why there is a new demand or an unmet need in the community for this service: N/A

11. If you did not receive city non-profit funding in FY 2021/22, how many unduplicated Wildomar clients/persons were served by your program from July 1, 2021, through June 30, 2022: 20

12. Wildomar Funds Requested (total requested for this project only): $ 2286.

13. Provide a detailed description of the proposed use of the CDBG funds only (e.g., client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only		Amount
Food 25 clients x $38.80		$970.00
Clothing Gifts 25 clients x $25.00		$625.00
Entertainment Gifts 25 clients x $20.00		$500.00
(See attached for detailed description)		
	Total	$2095.00

14. Other leveraging funding:

Leveraging Source of Funds		Amount
BOS District 1 CID		$ 500.00
BOS District 3 CID		$1000.00
US Forest Service 3 Firefighters/Truck & Smokey The Bear		In-kind
California Highway Patrol 1 Officer, Cruiser and 2 Volunteers		In-Kind
Elks Lodge #2591		In-Kind
	Total	$ 1500.00

Attachment B

Please complete the following supplemental information.

I. **ORGANIZATIONAL HISTORY:** (*This is applicable only if you are a non-profit organization*)

Date Organization founded: October 27, 2000

Date Organization incorporated as a non-profit organization: *(Non-profits only):* October 27, 2000

Federal Tax Identification Number: 330924013

State Identification Number: *(Non-profit agency only)* C2267514

DUNS Number: 137316639

Fiscal Year Ends Date: December 31, 2022

Organization Web Address: www.communityoutreachministry.org

Does your Organization expend $500,000 or more a year in Federal Funds? No

Number of Paid Staff: 0 Number of Volunteers: 90

Note: Must Attach Current Board of Directors & Articles of Incorporation and By-Laws

Check ONLY the applicable category your application represents.

☐ Real Property Acquisition

☒ Public Service

☐ Housing

☐ Rehabilitation/Preservation (please provide picture of structure)

☐ Public Facilities Improvements (construction)

☐ Infrastructure

☐ Homeless Activities

☐ Economic Development

☐ Administration

☐ Other: (provide description)

II. PROJECT/ACTIVITY/SERVICE NARRATIVE:

A. Name of Project/Activity/Service: 22nd Annual Angel Tree Christmas Party

B. Provide a detailed description of the proposed use of the Non-Profit City Funds ONLY. (Attach additional sheets if necessary)

Food	$970.00
Clothing	$625.00
Entertainment Gifts	$500.00
Refer to Line items in Budget	$191.00

C. Outcomes and Performance Measures

Number of unduplicated clients or units of service to be served using Non-Profit City Funds during the term of the funding (i.e., number of jobs created and/or businesses assisted using funds):

Timeframe for Non-Profit City Funds to be expended (does not extend to Public Service Activities) (weeks, months, years):

N/A

Total number of unduplicated clients/units to be served with ALL funding sources (e.g., 25 clients x 10 visits = 250 units of service):

25 clients x 2 gifts- 50 units

Number of beds of facility (if residential facility): N/A

Anticipated increase in number of beds (if residential facility): N/A

Length of stay (if residential facility): N/A

D. Provide goals and objectives of the project, service, activity. How will you measure and evaluate the success of the project/service/activity to meet the goals and objectives?

Goals: Promote and support the children to feel welcomed and valued at the Party. This party is significant because it serves as a welcome mat into the children's world and we want to treat them like royalty and to earn their friendship and to be there for them.

Objectives: Provide quality food and gifts that the children will love. All of the volunteers are compassionate and caring that the children will know how much we appreciate them coming to the party. And that the firefighters, CHP are here for them all year-round.

Measurement: In a response card have the children answer what they enjoyed at the party.

E. Discuss how this project/service/activity directly benefits low- and moderate- income residents.

The children have been abandoned and they need to know that they are accepted. They need to be given a sense of belonging that their lives matter to us. If we don't give these children love the gangs will find a way to fill the void. As a community the City of Wildomar needs to make an investment in the lives of these children. The funding from this grant may be the only gift they receive. The caregivers do not have the funds to give.

F. Respond to box (a) & (b) only if this application is for a public service project/service/activity.

(a) Is this a NEW service/activity/service provided by your agency?

- ☐ Yes
- ☑ No

(b) If service is not new, will the existing project/activity/service level be substantially increased or improved

- ☑ Yes
- ☐ No

G. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

COM is signed up with Riverside County 211 and they refer disadvantaged children to our organization for Christmas. Local schools are aware that COM targets Children of incarcerated parents and refers children to us. COM is on the Lake Elsinore Unified School District SAFER Collaborative and refers children to our organization. Individuals and families can also refer their families. Anybody can make a referral.

H. Attach Estimated Timeline for Project Implementation:

A detailed Timeline has been attached starting in September of all of the activities that need to be accomplished to host a successful Christmas Party. This is our 22nd year and have incorporated improvements along the way to make the party memorable for the kids.

III. PROJECT BENEFIT:

While your proposal is not being funded by federal CDBG funds, the City nonetheless is requiring that your proposal meet at least one (1) of three (3) National Objectives of the typical CDBG program. Indicate the category of National Objective to be met by your activity:

CATEGORY 1: Benefit to low-moderate income persons (must be documented). Please choose either subcategory A, B or C.

A. LIMITED CLIENTELE:
The project/activity/service serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low- moderate income persons.

B. CLIENTELE PRESUMED (to be principally low- and moderate-income persons):
The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories and their ethnicity.
The activity will benefit (check one or more)

- ☐ Abused children
- ☐ Battered spouses
- ☐ Elderly persons
- ☐ Severely disabled adults
- ☐ Homeless persons
- ☐ Illiterate adults
- ☐ Persons living with AIDS
- ☐ Migrant Farm workers

C. Describe your clientele to be served by the project/activity/service.

As of 2022, 16,200 children of incarcerated parents are in Riverside County and Riverside County has the 4th highest number of incarcerated parents in California. Source Vera: Incarceration Trends: CA. CA AB 3007 written by a Riverside County Legislator has failed to be supported financially. Children of incarcerated parents are a hidden population and desperately need financial support and resources.

CATEGORY 2: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. This determination is based upon 2000 Census data, until further notice. If you need assistance in determining the appropriate census data, please call EDA.

Census Tract and block group numbers:

CT	BG	CT	BG
CT	BG	CT	BG
CT	BG	CT	BG

Enter Total population in Census Tract(s)/Block Group(s): _____

Enter % of low-moderate population in Census Tract(s)/Block Group(s): _____

CATEGORY 3: Prevention or Elimination of Slums and Blight: The proposed project or activity must directly benefit an identified slum and blighted area.

Is the proposed project located in an area with determinable indications of slum and blight? *(Applicant should contact EDA first if proposing to use this National Objective Category)*

☐ Yes or No ☐

If yes, attach map of the area with the site highlighted and provide additional documentation of the existence of slum/blight, e.g., photos, news stories, reports, etc.

Provide the Percentage of Deteriorated Buildings/Qualified Properties: _____

Slum/Blight Designation Year: _____

Public Improvement Type and Condition: _____

Describe the Boundaries of the Slum/Blight area(s):

_____

_____

_____

CATEGORY 4: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons

Proposed Job Creation/Retention:

Total jobs expected to Create: _____

Total jobs expected to Retain: _____

CATEGORY 5: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income:

Proposed Assistance to Businesses
(Clearance and/or rehabilitation activities; financial assistance to manufacture or expansion.)

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses Expected to Assist: _____

IV. LEVERAGING:

A. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

Evidence is when we first started the party it was 20+ children was serving peanut butter and jelly sandwiches at the then Bundy Canyon Christian Church in Wildomar. Each year more and more children have signed up and every year the need has alway been met. The US Forestry Service has supported for 2 decades. These firefighters encourage the youth to become future Explorers with an opportunity for a career as a firefighter. COM will continue to do fundraisers. These kids have created art and their art was auctioned. Contributions have come in through publising stories from individuals and the community.

B. If commitments are pending, indicate amount requested and attach documentation regarding previous year's funding. (Include: Funding Source, Amount Requested, Date Available, Type of Commitment and Funding):

Funding Source	Amount Requested	Date Available	Type of Commitment	Funding
BOS District 1	$500.00	Dec. 2022	Grant	$500.00
BOS District 3	$1000.00	Dec. 2022	Grant	$1000.00
Molina Foundation	$5000.00	June 2021	Grant	$5000.00
IECF	$10000	Sept. 2020	Grant	$10000
US Forest Service	0	Dec. 11,	Volunteer	In-Kind
CHP	0	Dec. 11	Volunteer	In-Kind
Elks Lodge #2591	0	Dec. 11	Volunteer	In-kind

C. Identify other funding sources (commitments of applications) from other sources to assist in the implementation of this activity.

Currently COM is doing a Gift Basket fundraiser to raise finances for the party. On October 27, COM is hosting a Ribbon Cutting celebrating a legacy and will ask guests to consider being a Christmas Party sponsor by giving $1K or $500. Or being a gift collection site for hoodies for teens. Or experience being a volunteer at the Christmas party.

D. Provide a summary, by line item, of your organization's previous year's Income and Expense Statement *(Attach Summary Income and Expense Statement)*.

See attached Summary Income and Expense Statement

V. MANAGEMENT CAPACITY:

A. Describe your organization's experience in managing and operating projects or activities funded with CDBG or other Federal funds.

Community Outreach Ministry has not received CDBG funding.

However, COM has received Federal, State, and local funding from Riverside County Board of Supervisors for Community Improvement Designation and American Rescue Plan Act of 2021. All grant requirements have been successfully accomplished.

Molina Healthcare Charitable Foundation donated a grant to Community Outreach Ministry for $5000 in honor of Dr. Mona Salomo-Davies being one of four Inland Empire Residents to receive a Champion Award. IEFC donated $10000 on behalf of COV-19.

B. Attach a resource list (partnerships) in addition to the source and commitment of funds for the operation and maintenance of the program. (Include: Source, Activity, Year, Allocation, Amount Expended.)

Source	Activity	Year	Allocation	Amount Expended
BOS District 1	Christmas	2021	$500.00	$500.00
BOS District 3	Christmas	2021	$1000	$1000.00
Molina Foundation	COM Programs	2021	$5000.00	$5000.00
IECF	COM Programs	2020	$10000	$10000.00
US Forestry	Christmas	2021	In-Kind	In-Kind
CHP	Christmas	2021	In-Kind	In-Kind

C. Management Systems:
Does your organization have written and adopted management systems (i.e. policies and procedures, including personnel, procurement, property management, record keeping, financial management, etc.)?

☑ Yes or No ☐

D. Capacity *(Ability to manage program and grants)*:
Please provide a list of the names, phone number, and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project. In addition to the list, provide a detailed organizational chart. *(Attach List and Detailed Organizational Chart)*

E. Should the applying entity be awarded City funds, please identify the primary project objectives and goals using an *Estimated Timeline for Project Implementation (Include Objective/Goal, State Date, and Completion Date)*:

OBJECTIVE/GOAL	START DATE	COMPLETION DATE
Locating Sponsors	September	December
Contacting Caregivers	October	December
Childrens Wish Lists	October	December
Written Angel Tree Tags	November	December
Tags to Sponsors/Shoppers	November	December
organize wrap, bag gifts	December	December
Shop for food/ supplies	December	December

VI. FINANCIAL INFORMATION:

A. **Proposed Project/Activity/Service Budget**
Complete the following annual program budget to begin July 1, 2022. If your proposed City funded activity will start on a date other than July 1, 2022, please indicate starting date. If these budget line items are not applicable to your activity, please attach an appropriate budget. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the activity for which you are requesting CDBG funding - not for the budget of the entire organization or agency.

	Total Project Activity Service Budget (Include CDBG Funds)	**Wildomar Funds Requested**
I. Personnel		
A. Salaries & Wages	$	$ 0.00
B. Fringe Benefits	$	$ 900.00
C. Consultants & Contract Services	$	$ 1,800.00
SUB-TOTAL:	$	$ **2,700.00**
II. Non-Personnel		
A. Space Costs	$	$ 135.00
B. Rental, Lease or Purchase of Equip.	$	$ 0.00
C. Consumable Supplies	$	$ 350.00
D. Travel	$	$ 183.33
E. Telephone	$	$ 96.66
F. Utilities	$	$ 0.00
G. Other Costs	$	$ 217.50
SUB-TOTAL:	$	$ **982.49**

III. Other

A. Architectural/Engineering Design	$	$ 0.00
B. Acquisition of Real Property	$	$ 0.00
C. Construction/Rehabilitation	$	$ 0.00
D. Indirect Costs	$	$ 0.00
SUB-TOTAL:	$	$ 0.00

GRAND TOTAL: $ _____ $ 3,682.49

APPLICATION CERTIFICATION

Undersigned hereby certifies that (check the box after reading each statement, provide the authorized person's name, and sign the document):

- [x] The information contained in the project application is complete and accurate.
- [x] The applicant agrees to comply with all Federal and City policies and requirements imposed on the project funded in full or part.
- [x] The applicant acknowledges that the Federal assistance made available through the City's one-time funding program will not be used to substantially reduce prior levels of local (NON- CDBG) financial support for community development activities.
- [x] The applicant fully understands that any facility built, or equipment purchased with these City funds shall be maintained and/or operated for the approved use throughout its economic life.
- [x] If City funds are approved by Council, the applicant acknowledges that sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.
- [x] On behalf of the applying organization, I have obtained authorization to submit this application for City funding. (Documentation Attached = Minute Action and/or written Board Approval signed by the Board President).

Print Name/Title
Authorized Representative: Dr. Mona Salomo-Davies Program Director

Signature: Mona Salomo-Davies

DATE: September 22, 2022

Applicant's Check-list:

Please check the box for each required document that is attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

- ☐ Slum Blight Documentation
- ☒ Articles of Incorporation and Bylaws
- ☐ Project Activity Map
- ☐ Project Description
- ☐ Project Benefit, Category 1, Benefit to low income persons, Documentation
- ☐ Project Benefit, Category 2, Area Benefit, Census Tracts/Block Groups
- ☐ Project Benefit, Category 3, Slum Blight Prevention, Slum/Blight Documentation
- ☒ Income and Expense Statement
- ☒ Management Capacity
- ☑ Board Written Authorization approving submission of application

Attachment A
Page 6. #13
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Index of Exhibits

1. Angel Tree Christmas Party Budget 2022, $18,288. for 200 Prisoner's Children in Southwest Riverside County
2. Starting September _ December 2022 Requesting $2268. from City of Wildomar for 25 Prisoner's Children in Wildomar to be carved out of the $18,288. (4 months)

Community Outreach Ministry

"Giving At-Risk Kids A Second Chance to be Winners and Champions"

501 c 3 Non-profit

Angel Tree Christmas Party Budget 2022

200 Prisoner's Kids in Southwest Rivco $18288.

25 Prisoner's Kids in City of Wildomar$ 2286.

Activities Related To Project:

Security (3hrs @ $25.00)		$ 75.00
500 Bottles of Water (15 bottles in a case- 35 case @ $3.95)		$ 150.00
City Permit		$ 153.00
Sound Equipment		$ 200.00
Photographers/Booth		$ 200.00
Cup Cakes / Cake		$ 260.00
Telephone / Internet		$ 290.00
Postage		$ 300.00
Wrapping Paper, Tape and Family Bags		$ 350.00
Guide One insurance about		$ 435.00
Plates, Napkins, Utensils and Table Clothes		$ 450.00
Multi Media / Videographer and Collage		$ 500.00
Auto Gas		$ 550.00
Printing, Copies		$ 625.00
Office Supplies		$ 250.00
Hot Lunch		$ 2,500.00
200 Fun x $2.00		$ 5,000.00
200 Clothes x $25.00		$ 6,000.00
	TOTAL	**$18288.00**

A0841953

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

2267514

FILED
Secretary of State
State of California
APR 23 2020

The undersigned certify that:

1. They are **president** and the **secretary**, respectively, of Community Outreach Ministry a California corporation.

2. Articles III and VIII of the Articles of Incorporation of this corporation is amended to read as follows:

III

3. The specific purpose of this corporation is to reach children of incarcerated parents and at-risk kids to help break the cycle of illiteracy, poverty, drugs, gangs, crimes, incarceration and reduce recidivism using year round mentoring workshops, camping activities and the Annual Angel Tree Christmas Party empowering youth to make wise choices distracting them from criminal behavior and self-destruction. The Breaking the Cycle of Incarceration Model and Resource Lists for the (1) Children of Incarcerated Parents, (2) Caregivers and (3) Incarcerated Parents developed by Community Outreach Ministry provides caregivers and families with the comprehensive community support services needed to improve outcomes.

VIII

4. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this corporation shall be distributed to Prison Fellowship for its Angel Tree program which is organized and operated exclusively for charitable and/or religious purposes which has established its tax exempt status under IRC Section 501 C (3).

5. The ~~foregoing amendments of Articles of~~ Incorporation has been duly approved by the board of directors.

6. The foregoing amendments of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: April 20, 2020

Morris R. Davies, President

Mona M. Davies, Secretary

2267514

ARTICLES OF INCORPORATION
COMMUNITY OUTREACH MINISTRY

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

OCT 27 2000

BILL JONES, Secretary of State

I

The name of this corporation is Community Outreach Ministry.

II

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.

III

The specific purpose of this corporation is to assist needy families with emergency services, food, clothing, shelter referrals for Women's rehabilitation, Men's rehabilitation, families of Domestic violence, Elderly caregiver, assisted living, retirement, hospice, Children's foster or group homes. Utilities referrals. Insurance referrals State, Government and Healthy families, medical, dental, vision. Counseling referrals for children, youth, family and sick. Work Force Development for resumes and interviewing. Holiday food baskets and Christmas toys for underprivileged families. Provide comfort to families through prayer, evangelism, discipleship and missions.

IV

The name and address in the State of California of this corporation's initial agent for service of process is: Morris R. Davies, 42772 Trail Blaze Pass, Murrieta, CA. 92562

V

This corporation is organized and operated exclusively for charitable, purposes within the meaning of Section IRC 501(C) (3).

VI

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VII

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

VIII

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under IRC Section 501 © (3).

October 23, 2000
Dated

Signature of Incorporator
Morris R. Davies
Typed Name of Incorporator

OFFICE OF THE SECRETARY OF STATE

COMMUNITY OUTREACH MINISTRY

AMENDMENT OF BYLAWS

The undersigned certify that:

1.They are **president** and the **secretary**, respectively of Community Outreach Ministry a California corporation.

2. Articles II, III, VI, and XII

Article II Objective:

2.1 Community Outreach Ministry is a 501 C (3) non profit public charity founded in 2000 by Bob and Mona Davies in Wildomar. The ministry is meeting a big need in children's lives impacted by parental incarceration in Riverside County. Community Outreach Ministry is helping to break the cycle of crimes against at-risk kids. Engaging struggling youth in social, educational, vocational, and spiritual programs giving kids a second chance to be winners and champions.

Article III Purpose:

The specific purpose of Community Outreach Ministry is to reach children of incarcerated parents and at-risk kids to help break the cycle of illiteracy, poverty, drugs, gangs, crimes, incarceration and reduce recidivism using mentor protege workshops, camping activities and the Annual Angel Tree Christmas Party empowering youth to make wise choices distracting them from criminal behavior and self-destruction. The Breaking the Cycle of Incarceration Model and Resource Lists for the (1) Children of Incarcerated Parents, (2) Caregivers and (3) Incarcerated Parents developed by Community Outreach Ministry provides caregivers and families with the comprehensive community support services needed to improve outcomes.

Article VI Virtual Meetings

6.4 Meetings of the board are not restricted to a geographic location and meetings may be held virtual, online, teleconference, video or other forms of communications are acceptable.

Article XII: Dissolution

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this corporation shall be distributed to Prison Fellowship for its Angel Tree program which is organized and operated exclusively for charitable and/or religious purposes which has established its tax exempt status under IRC Section 501 C (3). Certificate

This is to certify that Amendments to Articles II, III, and XII Bylaws were duly amended by the board of directors of the corporation on the date set forth below.

Date: April 20, 2020

Morris R. Davies, President

Mona M. Davies, Secretary

BYLAWS

ARTICLE I: Name

1.1 Community Outreach Ministry

ARTICLE II: Objective

2.1 Community Outreach Ministry is a 501 © (3) faith based non-profit corporation. The objective of Community Outreach Ministry is to help families in crises to turn their lives around from failure to success by sharing the Gospel, and giving the families a future and a hope through Christ. To give the families confidence in their God given talents, skills, and capabilities so that they can improve their quality of life, get off of government assistance, and become responsible, productive, self-supporting and contributing community dwellers.

ARTICLE III: Purpose

3.1.1 This corporation shall be limited to those specified in section 501 ©(3). To assist needy families with emergency services. Food, Clothing, Shelter referrals for Women's rehabilitation, Men's rehabilitation, Families of Domestic violence, Elderly, Caregiver, Assisted Living, Retirement, Hospice, Children's foster or Group homes. Utilities referrals. Insurance Referrals State, Government, and healthy families, medical, dental, vision. Counseling referrals for Children, Youth, Family, and Sick. Work Force Development for resumes and interviewing. Holiday food baskets and Christmas toys for underprivileged families. Provide comfort to families through prayer, evangelism, discipleship, and missions.

ARTICLE IV: Statement of Common Beliefs

We believe:

The Bible to be the only inspired, infallible, and authoritative Word of God.
(John 16:13; II Timothy 3:15-17, II Peter 1:21; 1 Thessalonians 2:13)

That there is one God, eternally existent in three persons: Father, Son and Holy Spirit.
(Deuteronomy 6:4; Isaiah 43:10-11; Matthew 28:18; Luke 3:22; John 14:16)

In the deity of our Lord Jesus Christ.
(John 1:1, 14, 20:28-29; Philippians 2:6-11; Isaiah 9:6; Colossians 2:9)

His virgin birth.
(Matthew 1:18; Luke 1:34-35; Isaiah 7:14)

His sinless life.
(ii Corinthians 5:21; Hebrews 4:15, 7:26-27; I John 3:5; I Peter 2:22)

His miracles.
(Matthew 4:23; Luke 6:17-19; John 3:2)

His vicarious and atoning death through His shed blood.
(Colossians 1:14, 20; Romans 5:8-9; Ephesians 1:7)

His bodily resurrection.
(1 Corinthians 15:3-4; Luke 24:4-7, 36-48; Revelation: 1:17-18)

His ascension to the right hand of the Father.
(Acts 2:23, 5:30-31; 1 Peter 3:22)

His personal return in power and in glory.

(Acts 1:11; Philippians 2:9-11; 1 Thessalonians 1:10, 4:13-18; John 14:1-3)

That justification by faith in the atonement of Jesus Christ and regeneration by the Holy Spirit are absolutely essential for the salvation of lost and sinful man.

(Romans 3:24-25; John 3:3-7; 1 John 5:11-13; Ephesians 2:1-16; Revelation 5:9; Acts 4:23; 1 Corinthians 6:11)

That the prime agency for the work of God's Kingdom is the local church functioning under the sovereignty of our Lord Jesus Christ. To the church have been entrusted the ordinances of Believer's Baptism and the Lord's Supper.

(Acts 2:41-47, 16:4-5; Matthew 16:18, 28:18-20; Ephesians 1:22-23; 1 Corinthians 12:1; I Corinthians 11:23-26)

In the present ministry of the Holy Spirit, which includes: the baptism in the Holy Spirit as a distinct experience from regeneration; His indwelling whereby the Christian is enabled to live a godly life; His supernatural gifting and empowering of the church for its work, life and worship.

(Luke 24:49; Acts 1:4-8, 2:1-4, 10:44-46; 1 Corinthians 12, 14)

In the return of Jesus Christ, to consummate His Kingdom in the resurrection of both the saved and the lost; those who are saved unto the resurrection of life, and those who are lost unto the resurrection of damnation.

(John 5:28-29; Mark 14:62; II Thessalonians 1:2-10; Revelation 1:5-7; 20:4-5, 11-12)

In the spiritual unity of believers in our Lord Jesus Christ.

(John 17:11, 21-23; Romans 12:4-5; Ephesians 4:11-16)

Article V: Board of Directors - Membership

5.1 Term of office. Members of the Board of Directors shall be elected to terms of two years (January through December) and may be elected to successive terms.

5.2 Election of Board Members. New members of the Board of Directors shall be elected by a two-thirds majority vote. The board shall consist of no less than three and no greater than six board members.

5.3 Quorum. A simple majority of the Board of Directors shall constitute a quorum for any regular or special meeting of the Board.

5.4 Qualifications. Members of the Board of Directors shall be dedicated Christians, who give evidence of spiritual maturity and active involvement in the work of Christ. They will be in agreement with the objectives and purposes of Community Outreach Ministry and show active interest in its operation. They must subscribe to the Statement of Common Beliefs.

5.5 Termination. Membership on the Board may be terminated for any action, which is detrimental to the best interest of Community Outreach Ministry. In the event that any such termination is contemplated, the Board of Directors shall notify the member of the reason(s) for the proposed action, not less than ten days prior to the meeting at which termination is to be considered. At said meeting the subject member shall be entitled to respond to the stated reasons, and be heard in his/her defense. Removal shall require the affirmative vote of two-thirds of the Board, exclusive of the member being reviewed.

5.6 Absences. Three consecutive absences without notifying one of the officers shall result in an automatic lapse of membership on the Board. Membership can be

reinstated by a two-thirds majority vote of the members at any meeting following automatic termination.

5.7 Vacancies. In the event of a vacancy due to the resignation or death of a board of director, the President may nominate one or more candidates. The Board by majority vote may fill the vacancy. An officer may resign by letter of resignation directed to the Board, with the resignation effective upon receipt of the letter by the Board.

Article VI: Board of Directors - Meetings

6.1 Annual Meetings. The Annual Meeting of the Board of Directors shall be held at Such place and time as designated in writing at least twenty days before such meeting. At the annual meeting there shall be the election of officers, review of financial reports, and transaction of such business as may come before the Board. The new officers will assume office at the next regular meeting.

6.2 Regular Meetings. The Board will meet at least three times annually at an appropriate time and place as agreed upon by the President and Directors.

6.3 Special Meetings. Special meetings may be called by the President or by a majority of the Board members at such time and place as the President or the Board members may prescribe. It shall be the duty of the Secretary, upon request; to give notice of such a meeting not more than fifty days or less than ten days prior to said meeting. If mailed, such notice shall be deemed as delivered when deposited in the mail.

Article VII: Board of Directors – Officers

7.1 President. The President shall preside over and supervise the work of the Board. He/she is also Chairman of the Executive Committee, and ex-officio member of all other committees.

7.2 Vice-President. In the absence of the President, the Vice-President shall assume his/her duties. He/she is a member of the Executive Committee.

7.3 Secretary. The Secretary shall keep the minutes of the Board of Director's meetings, and also of the Executive Committee, of which he/she is a member. He/she shall see that all notices of meetings are duly given in accordance with standard procedures, or as required by law. He/she shall be custodian of Community Outreach Ministry corporate records, and of the Seal of the Corporation, and shall see that the seal is affixed to all official documents, or assign his/her agent this power. He/she shall keep a register of all members of the Board. In general, he/she shall perform all duties incident to the Board. In general, he/she shall perform all duties incident to the office of Secretary and such as might be assigned to him/her by the President or the Board.

7.4 Treasurer. The Treasurer, or his authorized agent as determined by the Board, shall receive and hold all monies of Community Outreach Ministry. He/she or his/her agent, shall deposit the monies in a financial institution selected by the Board of Directors, and pay all bills, and disburse all funds as directed or approved by the Board, or the Executive Committee. He/she shall submit quarterly and annual financial reports and have the books reviewed or audited

annually at the Board's direction. The Treasurer is a member of the Executive Committee.

7.5 The term of service for officers shall be two years for each office without pay or compensation.

Article VIII: Executive Committee

8.1 The Executive committee shall be composed of the officers of the Board of Directors. The Executive committee shall be empowered to act on behalf of the Board of Directors on matters between Board meetings and/or to activate Board decisions.

Article IX: Committees

9.1 Committees. Standing committees shall be appointed as deemed necessary by the Board of Directors.

9.2 Other Committees. The President or Executive Committee may designate ad hoc committees as needed.

Article X: Administration

10.1 Loans Prohibited. The corporation shall make no loans to any officer or Director.

10.2 Books and Records. A copy of all books and records of the corporation shall be available for inspection at the headquarters by any active member, for any proper purpose at any reasonable time.

10.3 Amendment of the by-laws. These By-laws may be altered, amended, or repealed by the affirmative vote of a two thirds of the Board of Directors at any meeting of the Board, provided written notice is given to all members at least 10 calendar days before said meeting that bylaw changes will be considered.

10.4 Rules of Order. Subject to these bylaws, all meetings of the Board of Directors, the Executive Committee, and any other committees, shall be conducted in accordance with Robert's Rules of Order.

10.5 Community Outreach Ministry shall operate on a Calendar year January 1 to December 31.

10.6 Corporate Seal. The impression of the Corporate Seal of Community Outreach Ministry is affixed to the bottom of this document.

Article XI: Indemnification

The corporation may indemnify and hold harmless to the full extent permitted by applicable law each person who was or is made party to or is threatened to be made party to or is involved (including without limitation as a witness) in any action or threatened action, suit, or other proceeding, by reason of the fact that he or she is or was an officer, employee, or agent of the corporation, whether the basis of such proceeding is alleged action or omission in an official capacity or in any other capacity, while serving as an officer, employee, agent or trustee or in any other capacity against all expense liability and loss actually or reasonably incurred or suffered by such person in connection therewith. Such indemnification may continue as to a person who has ceased to be an officer, employee, or agent of the corporation and shall inure to the benefit of his or her

heirs and personal representatives. No indemnification shall be provided to any such person if the corporation is prohibited by applicable law then in affect from paying such indemnification. For example, no indemnification shall be provided to any person in respect of any proceeding, whether or not involving action in his or her official capacity, in which he or she shall have been finally adjudged to be liable on the basis of intentional misconduct or knowing violation of law.

Article XII: Dissolution

Upon the dissolution or winding up of Community Outreach Ministry, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed as the Board of Directors determines, with consideration being given first to those churches that have been supportive of Community Outreach Ministry. After that, distribution may be made to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for religious purposes and which has established its tax exempt status under Section 501 © (3) Internal Revenue Code.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the board of directors of the corporation on the date set forth below.

Date: 3/5/2001

Chairman of the Board

Secretary

The Molina Healthcare Charitable Foundation — **Foundation Source, Administrator** **294231**

Reference No.	Description	Date	Amount
450187	Grant Purpose: Community Champions - Inland Empire		5,000.00

Check Date	Check No.	Payee	Check Amount
06/15/2021	294231	COMMUNITY OUTREACH MINISTRY	$5,000.00

The Molina Healthcare Charitable Foundation
Foundation Source, Administrator
501 Silverside Road, Suite 123
Wilmington, DE 19809
(800) 839-1754

STERLING NATIONAL BANK
360 HAMILTON AVENUE
WHITE PLAINS, NY 10601
50-7044/2219

294231
06/15/2021

PAY **********Five Thousand Dollars And 00 Cents********** **$5,000.00**

VOID AFTER 180 DAYS

To The Order Of: **COMMUNITY OUTREACH MINISTRY**
Attn: DR. MONA SALOMO-DAVIES
23905 CLINTON KEITH RD STE 114 116
WILDOMAR, CA 92595-7899

Sunil Garga
Sunil Garga

Memo:

⑈294231⑈ ⑆221970443⑆ 331000120⑈

Community Outreach Ministry

"Giving At-Risk Kids A Second Chance to be Winners and Champions"

501 c 3 Non-profit

EIN 33-0924013

July 8, 2021

MolinCares Accord
Molina Health Care of California
650 E. Hospitality Lane
San Bernardino, CA. 92408

Attention: Jacqueline.Portilla@molinahealthcare.com

Subject: Community Outreach Ministry 2021 Community Champions Awards

Community Outreach Ministry a nonprofit public charity volunteer-operated corporation in Wildomar was thrilled to be honored one of four Inland Empire residents to receive the Molina Cares Community Champions Award and $5,000 grant from The Molina Healthcare Charitable Foundation.

The grant funding will target underserved, disadvantaged, and vulnerable children impacted by parental incarceration in Riverside County and those youth highest at risk of poverty, illiteracy, drugs, crime, gangs and incarceration. Our organization intentionally reaches this population to overcome barriers by meeting their felt needs and elevating their expectations to improve their well-being and future success. Community Outreach Ministry programs embraces outreach, camping, mentoring and the Annual Angel Tree Christmas Party.

Through this grant youngsters with the greatest needs will be the direct beneficiaries of STEAM, Science, Technology, Engineering, Arts and Mathematics mentorship's, camping trips and excited to be remembered with gifts at the annual Christmas Party. So many of these youth have become first-generation high school and college graduates. More importantly they have been given a chance to achieve the capacity for solving real-world problems in education and vocational technology empowering them to be competitive in a 21st Century global marketplace and economy.

Thank you MolinaCares team and Abbie Totten President Molina Health Care of California for the opportunity to highlight our outstanding work at the MolinaCares Accord awards ceremony that shined a light on the important work Community Outreach Ministry is doing.

Sincerely,

Dr. Mona Salomo-Davies, Director
Community Outreach Ministry

Mail Address: 23905 Clinton Keith • Suite 114#116 • Wildomar, Ca 92595 • Phone: 951.698.7650
E-mail: info@communityoutreachministry.org • Web: www.communityoutreachministry.org

July 6th 2020

This document is now complete. CLOSE

DocuSign Envelope ID: 5D16BB63-964C-4FEE-800C-D1D6CB13D301

Inland Empire Community Foundation
where giving grows

3700 Sixth Street, Suite 200
Riverside, CA 92501
P: 951-241-7777 F: 951-684-1911
www.iegives.org

Riverside County Nonprofit Assistance Fund Grant Agreement

Grantee Organization: **Community Outreach Ministry**

Grant number: **20200996** **Grant amount:** **$10,000.00**

Grant period: **September 1, 2020 to December 31, 2020**

The Riverside County Board of Supervisors approved $5 million in CARES funding to establish the Nonprofit Assistance Fund to help nonprofits survive the impacts of COVID-19 on their business operations by providing flexible operating funds. The Inland Empire Community Foundation (IECF) was awarded the funds to administer, in partnership with the Riverside County Homeless Solutions and Workforce Department and the Inland Empire Funder's Alliance.

1. Use of Funds
Funds may be used for general support and/or direct services. It is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this agreement's terms and conditions. Grantee will utilize the grant's proceeds only for charitable and educational activities consistent with its tax-exempt status, 501c(3) or 501c(6), described above.

2. Payment of Funds
The grant funds will be paid in full by IECF upon receipt of the signed Grant Agreement and payment form.

3. Reporting
The Grantee will submit a final report by January 15, 2021, using a template provided by IECF.

4. Grantee Financial Responsibilities
Grantee will keep accurate and adequate records of expenditures of funds, other supporting documentation related to the grant at least four (4) years after completion of the grant and will make such records of expenditures and supporting documentation available to IECF upon request.

5. Tax Status
Grantee, or its fiscal agent, is an organization that is both exempt from tax under section 501(c)(6) OR section 501(c)(3) of the Internal Revenue code (IRC) and an organization described in IRC 509§(a)(l), (2), or (3) whose status has been duly confirmed by one or more operative IRS rulings or determination letters, a copy of which Grantee has filed with Grantor. Grantee will inform Grantor immediately of any change in its IRS tax-exempt status, proposed or actual as described in paragraph 1 above.

6. Prohibited Use
This grant is not in any way earmarked to support or carry on any lobbying or voter registration activity. Grantee will not intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by section 501(c)(3), 501(c)(6) of the IRC, or, if applicable, IRC 501§§(h) and 4911.

I understand and agree to the foregoing terms and conditions of this grant and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: Mona M Davies **Date:** 9/2/2020
Print Name and Title: Dr. Mona Davies Secretary

DocuSign Envelope ID: 5D16BB63-964C-4FEE-800C-D1D6CB13D301

Inland Empire Community Foundation
where giving grows

Payment Form

Inland Empire Community Foundation issues electronic payments via an ACH credit directly to your bank account. In order to process your payment, please enter your Bank Name, nine-digit ACH Bank Routing Number and Bank Account Number in the fields below. Please note that any inaccurate information entered may result in a delayed ACH payment.

Please note that fees may be imposed by your bank for each ACH transaction. Please refer to your bank representative for details.

Grantee Organization Name	Community Outreach Ministry
Grant Number	20200996 20200996
Grant Amount	$10,000.00 10000

WELLS FARGO

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/1		Deposit	405.00		
9/1		Online Transfer From Community Outreach Ministry Business Market Rate Savings xxxxxx4693 Ref #Ib08Rptkl4 on 09/01/20	50.00		2,790.86
9/4	^1494	Guideone Insuran Checkpaymt 200904 1494		510.00	2,289.96
9/9		Recurring Payment authorized on 09/08 McAfee *WWW.McAfee 866-622-3911 TX S380252300876680 Card 2838		119.99	
9/9		Purchase authorized on 09/08 McAfee *WWW.McAfee 866-622-3911 TX S300252727369457 Card 2838		109.99	2,059.98
9/10	1496	Check		150.00	
9/10	1495	Check		200.00	1,709.99
9/14		Purchase authorized on 09/12 The UPS Store #437 Murrieta CA S300256819108887 Card 2838		11.16	1,698.83
9/15		Purchase authorized on 09/14 Target.Com * 800-591-3869 MN S300258790805748 Card 2838		40.00	
9/15		Recurring Transfer to Community Outreach Ministry Business Market Rate Savings Ref #Op08V2Jwr2 xxxxxx4693		25.00	1,633.82
9/16		Online Transfer From Community Outreach Ministry Business Market Rate Savings xxxxxx4693 Ref #Ib08Vcbdkw on 09/16/20	25.00		
9/16		Purchase authorized on 09/14 Office Depot #609 Temecula CA S460258651053682 Card 2838		32.98	1,625.84
9/17		Inland Empire CO 9/17/20 Rc SEP 17 Grant# 20200996	10,000.00		11,625.84
9/18		Purchase authorized on 09/17 Samsclub #4822 Murrieta CA S380261575763736 Card 2820		41.58	
9/18		Purchase authorized on 09/17 Best Buy 0000 Murrieta CA S380261643736285 Card 2820		199.99	11,384.27
9/21		Purchase authorized on 09/18 Shred and Go Temecula CA S380262653751075 Card 2820		7.00	
9/21	1497	Check		255.00	11,121.27
9/22		Purchase Return authorized on 09/21 McAfee *WWW.McAfee 866-622-3911 TX S420266545145479 Card 2838	109.99		
9/22		Purchase Return authorized on 09/21 McAfee *WWW.McAfee 866-622-3911 TX S420266545145480 Card 2838	119.99		11,351.25
9/23		Purchase authorized on 09/22 The UPS Store #437 Murrieta CA S380266738840017 Card 2838		5.27	11,345.98
9/24		Deposit	100.00		
9/24	1501	Check		16.74	11,429.24
9/25		Purchase authorized on 09/24 The UPS Store #437 Murrieta CA S380268809663620 Card 2838		8.58	11,420.66
9/28		Purchase authorized on 09/24 Staples 0010 Murrieta Hot CA S460269004422740 Card 2838		18.35	
9/28	1498	Check		187.50	11,219.41
9/30	1454	Check		100.00	11,119.41
Ending balance on 9/30					11,119.41
Totals			$10,809.98	$2,035.53	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ ***Converted check:*** *Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.*

Community Outreach Ministry

"Giving At-Risk Kids A Second Chance to be Winners and Champions"

501 C 3 Non-Profit
33—0924013

November 10, 2020

Inland Empire Community Foundation (IECF)
3700 Sixth Street Suite 200
Riverside, CA. 92501

Dear IECF Director and Partners,

Community Outreach Ministry (COM) a 501 C3 nonprofit in Wildomar thanks you for awarding us with a $10,000 grant from the $5 million in CARES helping nonprofits impacted by COVID-19. Our organization serves the vulnerable population of children ages 0-18 left behind by their incarcerated parents in Southwest Riverside County. So many children have been given a second chance to be winners and champions by rescuing them from dropping out of school and self-destruction.

These children are victims of injustices and COM is meeting a big need in their lives providing prevention and intervention by coaching them in Science, Technology, Engineering, Arts and Mathematics (STEAM) mentor protégé workshops. The workshops are increasing their competencies to perform hands on educational and vocational projects playing financial literacy games, assembling mechanical robots in small groups, and creating a one-of-kind art collage using recycled materials and mod podge. It is because of this grant funding 200+ children will be receiving food, clothes, and an educational gift at our 20th Annual Angel Tree Christmas Party fun drive through.

On behalf of the children and us, please express our appreciation to the Riverside County Board of Supervisors for these finances, the Inland Empire Community Foundation (IECF) for administering the funds in partnership with the Riverside County Homeless Solutions and Workforce Department and the Inland Empire Funder's Alliance.

Happy Thanksgiving and Merry Christmas.

Sincerely yours,
Bob and Mona Davies
Bob and Mona Davies
Co-Founders,
951-698-7650

MEET OUR BOARD OF DIRECTORS

Community Outreach Ministry



BOB DAVIES, PRESIDENT/CEO AND WIFE DR. MONA SALOMO-DAVIES, SECRETARY; CO-FOUNDERS

Community Outreach Ministry is a 501C3 nonprofit public charity incorporated in 2000 in Wildomar. The ministry is helping at-risk children break the cycle of incarceration in Southwest Riverside County. The mission is to divert at-risk kids from poverty, illiteracy, school dropout, drugs, gangs, delinquency, and incarceration. By means of research, the Davies' designed the "Breaking the Cycle of Incarceration" model and in 2017 published "Children's Liberation from Incarceration Breaking Cycles New Beginnings." Early intervention increases a child's capabilities to become a first generation high school graduate, skilled worker, and earn a legal salary. In response, the Davies' implemented the Mentor Protégé Workshops as a form of intervention and they provide resource lists to the families to acquire comprehensive community support services to reduce recidivism. These programs are "Giving at-risk kids a second chance to be winners and champions."



YOLANDA BURGESS, TREASURER

Yolanda is the Bookkeeper with twenty+ years of banking experience. She is trained in QuickBooks for non-profits and provides financial reports.



DENISE RONZELLO, MEMBER

Denise has been a Hair Stylist for 40+ years and has introduced the Davies to local legislators who have provided the organization with grants. Denise collects gifts and donations for the Annual Angel Tree Christmas Party and year-round projects.



NORMA BRUNETTE, MEMBER

Norma has held a real estate license since 1993 and has 18 years of banking experience at Bank of America. She participates in fundraising and enjoys manning booths at events.



MARILYN K. BROWN, MEMBER

Marilyn retired from the United States Air Force after 20 years of service as a Physician Assistant. She participates in the ministry's Mentor Protégé Workshops and supports outreaches in the community and schools.

Timeline For Project Implementation

Sept. 1 / Dec. 1, Locating sponsors, donations, and volunteers (3 volunteers)
Sept. 1 / Dec. 1, Recording and reporting of income and expenses (2 volunteers)
Sept. 1 / Dec. 1, Friendly Reminders - US Forest Firefighters, CHP (1)
Sept. 1 / Dec. 1, Music and Entertainment (6 volunteers)
September 15 Flyers, and Response cards (4 volunteers)
October 25, " Receiving names from Prison Fellowship, 211 & schools (3 volunteers)
October 26, " Downloading Participation forms (2 volunteer) Update
October 27, Updating Software with on-going status (3 volunteers)
October 31, " Assigning Family codes (2 volunteers)
October 30, " Contacting Caregivers for wish lists and verifying addresses (3 volunteers)
Nov. 3 / 22, " Filling in Angel Tree tags with wish lists (3 volunteers)
Nov. 8 / 22, " Creating invitations and labeling bags by family code (5 volunteers)
Nov. 5 / Angel Tree tags to sponsors, or shoppers and money (2 volunteers)
Dec. 5 / 8, Gathering all gifts from sponsors and shoppers (6 volunteers)
Dec. 6 /10, Organizing, wrapping, bagging gifts by child /family (6+ volunteers)
Dec. 6 / 10, Shopping for food, utensils, plates, forks, cloths, etc. (3 volunteers)
Dec. 9 /10, Packaging crafts and festive treats (6 volunteers)
Loading trailer (8 volunteers)
Dec. 11, Tables for food, drinks and cupcakes (8 volunteers)
Dec. 11, Space for Fire Truck (3 Volunteers)
Dec. 11, Space CHP Cruiser (3 Volunteers)
Dec. 11, Unloading truck and organizing gifts (12 + volunteers)
Dec. 11, Tables PF, COM, Camp Agape, VCC (6 volunteers)
Dec. 11, Distributing gifts to children (15 volunteers)
Dec. 11, Registration, Waivers, passport (6 Volunteers)
Dec. 11, Photographers and Booth / Videographer (4 volunteers)
Dec. 11, Reloading truck (8 volunteers)
Dec. 12 / 24 Delivering gifts to children not at the party (4 volunteers)
Dec. 15 / 30 Demographics, Thank you Sponsors/Volunteers, Press Releases (3 volunteers)

Community Outreach Ministry
"Giving At-Risk Kids A Second Chance to be Winners and Champions"
501 c 3 Non-profit

EIN 33-0924013

Management Capacity

Dr. Mona Salomo-Davies - Cell phone (951)231-5515 co-founder of Community Outreach Ministry is primarily responsible for the implementation and completion of the proposed Project 22nd Annual Angel Tree Christmas Party. Qualifications include serving as the Prison Fellowship (PF) Angel Tree (P/F AT) Coordinator for two decades. Goal is to connect children at the party to Community Outreach Ministry' year-round programs: *caring, sharing, and saving lives by giving at-risk kids a second chance to be winners and champions.*

Endorsement:

I am pleased to endorse Children's Liberation from Incarceration "Breaking the Cycle of Incarceration" model with support from Washington, DC-based Prison Fellowship International
Mr. Frank J. Lofaro, Chief Executive Officer

- Riverside County Board of Supervisors District Three – Proclamation to Coach Bob Davies and Dr. Mona Salomo-Davies in April 2021 Volunteers of the Year Award.

- Dr. Salomo-Davies is County Board of Supervisor District 1 Representative on Riverside County Probation Department - Juvenile Justice Coordinating Council (JJCC) voting member, and Subcommittee Team Leader.

Coach Bob Davies – (951)249-4897 co-founder of Community Outreach Ministry is enhancing children's capacities in Science, Technology, Engineering, and Mathematics through the "Gearing Up For STEM" Mentor Protégé Workshops and Technology Day Camps elevating their expectations in engineering skills building robots.

Yolanda Burgess – (951)265-9788 staffer and bookkeeper with experienced in Banking for 20+ years. Burgess has served as Operations Chair for the Annual Angel Tree Christmas Party for two decades.

VI. FINANCIAL INFORMATION:

A. **Proposed Project/Activity/Service Budget**
Complete the following annual program budget to begin July 1, 2022. If your proposed City funded activity will start on a date other than July 1, 2022, please indicate starting date. If these budget line items are not applicable to your activity, please attach an appropriate budget. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the activity for which you are requesting CDBG funding - not for the budget of the entire organization or agency.

	Total Project Activity Service Budget (Include CDBG Funds)	**Wildomar Funds Requested**
I. Personnel		
A. Salaries & Wages	$	$ 0.00
B. Fringe Benefits	$	$ 900.00
C. Consultants & Contract Services	$	$ 1,800.00
SUB-TOTAL:	$	$ **2,700.00**
II. Non-Personnel		
A. Space Costs	$	$ 135.00
B. Rental, Lease or Purchase of Equip.	$	$ 0.00
C. Consumable Supplies	$	$ 350.00
D. Travel	$	$ 183.33
E. Telephone	$	$ 96.66
F. Utilities	$	$ 0.00
G. Other Costs	$	$ 217.50
SUB-TOTAL:	$	$ **982.49**

III. **Other**

A. Architectural/Engineering Design	$	$ 0.00
B. Acquisition of Real Property	$	$ 0.00
C. Construction/Rehabilitation	$	$ 0.00
D. Indirect Costs	$	$ 0.00
SUB-TOTAL:	$	$ 0.00

GRAND TOTAL: $ _____ $ 3,682.49

Community Outreach Ministry
"Giving At-Risk Kids A Second Chance to be Winners and Champions"
501 c 3 Non-profit

EIN 33-0924013

September 19, 2022

City of Wildomar
23873 Clinton Keith Road Suite 110
Wildomar, CA. 92495

Re: Board of Directors Authorization
For a One-Time funding program
For Fiscal Year 2022/23
From the City of Wildomar

A special meeting of the Board of Directors of Community Outreach Ministry authorized Dr. Mona Salomo-Davies Program Director on September 19, 2022, to submit a proposal package to the City of Wildomar. This proposal package is in response to the Wildomar Notice of Funding Availability (NOFA) For Non-Profit Public Service Organizations For Fiscal Year 2022/23 in the amount of $2500.00. The project funding is for the 22nd Annual Angel Tree Christmas Party.

The Board has also authorized Dr. Mona Salomo-Davies to act on behalf of contractual matters, billings, contact, and reporting. The motion was unanimously approved by the Board.

Morris R. Bob Davies President and CEO
Community Outreach Ministry

Mail Address: 23905 Clinton Keith Road Suite 114 #116 Wildomar, CA 92595 •
Phone: 951-698-7650 Office: 951-231-5515 Mobile •
E-mail: info@communityoutreachministry.org • Website: www.communityoutreachministry.org
Facebook & Instagram: @CommunityOutreachMinistry • Vimeo: Community Outreach Ministry

Check Date:	11/02/2021				
Invoice Number	**Invoice Date**	**Voucher ID**	**Gross Amount**	**Check No. 0504199552**	
				Discount Taken	**Paid Amount**
3.1 10/26/21 Com Outreach	10/26/2021	00029549	500.00	0.00	500.00

Community Outreach Ministry- Board of Supervisors 1st. Dist.

Vendor Number:	Name		Discounts	Business Unit
0000065293	Community Outreach Ministry		$0.00	BDARC
DBF Customer #	**Payment Handling Code**	**Gross Amount**	**Discounts Taken**	**Paid Amount**
	RW	$500.00		$500.00

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE CONNECTING DIAMONDS IN A DUAL-TONE TRUE WATERMARK WHEN HELD TO THE LIGHT

County Vendor Warrant Clearing Fund

Riverside County Treasurer
of Riverside, California

0504199552

Void 6 Months from Date Issued

UNION BANK
Government Services Division 11-49/1210

Date 11/02/2021

Pay ****FIVE HUNDRED AND XX / 100 DOLLAR****

Pay Amount $500.00***

To The Order Of
COMMUNITY OUTREACH MINISTRY
23905 Clinton Keith Suites 114-116
Wildomar, CA 92595

Paul Angulo
County Auditor-Controller

THIS CHECK CLEARS THROUGH POSITIVE PAY
PAYEE NAME ON FILE AT THE BANK

www.countyofriverside.us

⑈0504199552⑈ ⑆121000497⑆ 2740018313⑈

RUB OR BREATHE ON THE PINK LOCK & KEY ICONS — COLOR WILL FADE AND THE WARRANT

Check Date: 12/28/2021					Check No. 0504221980
Invoice Number	**Invoice Date**	**Voucher ID**	**Gross Amount**	**Discount Taken**	**Paid Amount**
3.70 12/14/21 Com Outreach	12/14/2021	00029688	1,000.00	0.00	1,000.00

Community Outreach Ministry (ARPA)- Board of Supervisors 3rd Dist.

Vendor Number:	Name		Discounts	Business Unit
0000065293	Community Outreach Ministry		$0.00	BDARC
DBF Customer #	**Payment Handling Code**	**Gross Amount**	**Discounts Taken**	**Paid Amount**
	RW	$1,000.00		$1,000.00

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE CONNECTING DIAMONDS IN A DUAL-TONE TRUE WATERMARK WHEN HELD TO THE LIGHT

County Vendor Warrant Clearing Fund

Riverside County Treasurer
of Riverside, California

0504221980

Void 6 Months from Date Issued

UNION BANK
Government Services Division 11-49/1210

Date 12/28/2021

Pay Amount $1,000.00***

Pay ****ONE THOUSAND AND XX / 100 DOLLAR****

To The Order Of

COMMUNITY OUTREACH MINISTRY
24630 Washinton Ave Ste 202
Murrieta, CA 92562

Paul Angulo
County Auditor-Controller

THIS CHECK CLEARS THROUGH POSITIVE PAY
PAYEE NAME ON FILE AT THE BANK

www.countyofriverside.us

Community Outreach Ministry
Profit & Loss
January through December 2021

		Jan - Dec 21
Ordinary Income/Expense		
Income		
43440 · Mentoring		6,500.00
43404 · Program Fund		89.04
43400 · Individual Donations		6,620.00
43401 · Christmas Party		2,405.00
43402 · Camp Fund		100.00
43420 · Grants		1,650.00
44001 · Special Event Inc		772.28
Total Income		18,136.32
Expense		
5 · Program Expenses		
51000 · Automobile Expense	74.64	
52000 · Contract Services	7,402.53	
53000 · Program Expense	2,508.55	
54000 · Facility Expense	2.99	
55010 · Dues and Subscriptions	130.93	
55020 · Postage	513.21	
55030 · Printing & Copying	219.70	
55040 · Supplies	290.65	
55050 · Telephone, Telecommunications	1,163.18	
55060 · Website Exp.	580.90	
55070 · Grant Expense		
55070-1 · Workshops Expense	303.75	
55070-2 · Facilities / Materials Expense	627.27	
55070-3 · Transportation Expense	34.45	
55070 · Grant Expense - Other	2,650.00	
Total 55070 · Grant Expense	3,615.47	
58310 · Meals and Entertainment	261.10	
58321 · Benevolence Exp.	72.18	
Total 5 · Program Expenses		16,836.03
6 · Administrative & General		
61050 · Bank & Credit Card Fees	4.45	
64000 · Facility/Rent Expense	1,950.00	
65010 · Dues and Subscriptions	189.74	
65020 · Postage	41.46	
65040 · Supplies	143.99	
65120 · Insurance - Liability, D and O	1,645.00	
Total 6 · Administrative & General		3,974.64
7 · Fundraising		
71500 · Advertising & Marketing	25.00	
75040 · Supplies	5.00	
78310 · Meals and Entertainment	40.00	
Total 7 · Fundraising		70.00
Total Expense		20,880.67
Net Ordinary Income		-2,744.35
Other Income/Expense		
Other Expense		
99999 · Ask My Accountant		0.00
Total Other Expense		0.00
Net Other Income		0.00
Net Income		**-2,744.35**

CITY OF WILDOMAR

23873 Clinton Keith Road,
Suite 110
Wildomar, CA 92595
Phone (951) 677-7751
Fax (951) 698-1463
www.cityofwildomar.org

PRESS RELEASE

APPROVED FOR IMMEDIATE RELEASE
BY: Dan York, City Manager
Date: August 23, 2022

WILDOMAR NOTICE OF FUNDING AVAILABILITY (NOFA) FOR NON-PROFIT PUBLIC SERVICE ORGANIZATIONS FOR FISCAL YEAR 2022/23

WILDOMAR, CA – The Wildomar City Council has initiated a special one-time funding program for Fiscal Year 2022/23 for non-profit public service organizations. This program will replace the City's typical Community Development Block Program (CDBG) funding cycle for this next fiscal year only. Applications will be accepted from August 24, 2022 to September 22, 2022 (by 4 pm).

Eligible non-profit organizations (501(c)(3)) are invited to apply for the funding. The funding application package can be downloaded by clicking on the following link: https://wildomar.sharefile.com/d-s5f2478bcb2a44f3988968d31f942ef21.

The City will only accept electronic copies of your proposal packages (PDF format only). When you are ready submit your application proposal package, you may use the following link to upload your application package: https://wildomar.sharefile.com/r-re36d25a53c134b2f81019a94b7d7e6c6. The City will be automatically notified when the application package is submitted.

To be eligible for this one-time, in-lieu funding program, your program must still satisfy one of the standard HUD national objectives, including: 1) provide a benefit to low- and moderate-income persons, 2) prevent or eliminate slums and blight, or 3) meet other urgent community development needs due to natural disasters or other emergencies. Application packages not meeting this criteria will not be considered for funding.

The City Council will review program applications with special emphasis given to projects that have a direct/specific benefit to the City of Wildomar and its residents. The funding is limited to a total amount of $17,500. Final determination will be made by the City Council at a regular meeting tentatively scheduled for October 12, 2022.

###

About the City of Wildomar: Wildomar is located along Interstate 15 in Southwest Riverside County. 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.

For additional information call Robert Howell at 951-677-7751, Extension 212, or email rhowell@cityofwildomar.org.

CITY OF WILDOMAR "NON-PROFIT PUBLIC SERVICE" FUNDING APPLICATION

Application
FY 2022-2023

Revised Application Due Date:
October 25, 2022 (4:00 P.M.)

Wildomar City Hall,
Administrative Services Department,
23873 Clinton Keith Road, Ste. #201

City of Wildomar
NON-PROFIT PUBLIC SERVICE FUNDING APPLICATION FOR FISCAL YEAR 2022/2023
Application Instructions

The City of Wildomar is inviting eligible non-profit organizations 501(c)(3) to submit proposal applications for one-time City Council funding for the 2022/2023 fiscal year. This Funding will replace the City's typical CDBG funding for this fiscal year only. Organizations applying for funding must meet one of the standard HUD national objectives. The procedures outlined below must be followed by all non-profit organizations applying for public service funding.

IMPORTANT DATES

REVISED APPLICATION DEADLINE
Tuesday, October 25, 2022, by 4:00 p.m.

To be considered for funding, a fully completed application must be submitted to the Administrative Services Department by this date. **Applications received after the deadline will not be accepted.** See "How to Apply" section.

CITY COUNCIL CONSIDERATION
Wednesday, November 9, 2022

The City Council meeting to consider these funding applications is *tentatively set for November 9, 2022*.

MINIMUM FUNDING REQUEST AND LEVERAGE FUNDING

Eligible Activities: Applicants seeking funding should refer to the standard HUD Regulations regarding eligible uses. While City Council funding for this fiscal year is not using CDBG funds, the standard CDBG eligible requirements still apply.

Minimum Funding Request: There is no minimum funding request for this one-time funding program, however, the City Council has only allocated $17,500 to fund all non-profit public service organizations for FY 2022/23. Actual funding amounts will be determined at the City Council meeting tentatively scheduled for *November 9, 2022*

Leverage Funding: Verification of at least FIVE percent (5%) matching funds must be provided prior to the date of the funding award by the City Council. Funds used to match a previous CDBG grant may not be used to match a subsequent grant award. Applications with zero leveraging will be disqualified. Leverage may include, but are not limited to Federal, state, local, private, donations, in-kind, volunteer hours.

QUALIFYING CRITERIA

Applicants **MUST BE** legally established non-profit entities. This typically means a governmental agency, or an entity created under Section 501(c)(3) of the Internal Revenue Code.

- Proposed projects **MUST** meet one of the following federal criteria (24 CFR 507.201) to be eligible:

- The activity predominantly benefits low to moderate-income people (more than 51% of the persons served by the activity).

- The activity eliminates slums or blight.

- The project meets a need having a particular urgency. The condition of urgency must be of recent origin, generally being developed or becoming critical less than 18 months preceding the application for assistance.

In considering application proposals, the City Council will pay particular attention to the amount of benefit received by Wildomar residents. Applicants are strongly encouraged to take special care in identifying and quantifying the program and the number of Wildomar residents who have benefited from the activity in the past, and who would be served by the activity in the next year (See Attachment A).

Selected funding recipients will be required to prepare and submit reports to the City, including quarterly quantifiable performance measures reports, demonstrating the number served and the applicable benefit received.

HOW TO APPLY

1. Eligible non-profit organizations (501(c)(3)) are invited to apply for the funding. Complete this **City of Wildomar Application Form and Attachment B (Supplemental Information).** The funding application and forms can be downloaded by clicking on the following link: https://wildomar.sharefile.com/d-s5f2478bcb2a44f3988968d31f942ef21.

2. When you are ready to submit your application and proposal package you must use the following link (different from above) to upload your application submittal package: https://wildomar.sharefile.com/r-rc4f132055c4b4b86844ebd2119a47feb. The City will be automatically notified when your application package is submitted. The application submittal package must be in a Pdf format. ***The revised deadline to upload your application submittal package is October 25 , 2022.***

IMPORTANT Reminders:

- All applications must include a detailed index of all attachments to the funding application and must be individually tabbed and labeled to correspond to the specific section of the application.
- The application cannot be altered. If additional space is needed to complete a response, continue the answer on an attached sheet, in sequence, and with the section header and numbered responses corresponding with the application.
- All questions on the application must be answered and documentation requests must be attached. Incomplete applications will not be considered.

FOR ASSISTANCE

For information regarding the program or eligibility of activities, please contact Arthur Cabrera in the Administrative Services Department, via email at acabrera@cityofwildomar.org.

ADDITIONAL INFORMATION

Applicants receiving funding will be required to meet the City insurance requirements, file regular reports to the City of Wildomar regarding their activities, performance measures, and income verification forms for beneficiaries of services funded.

Funding is typically provided on a reimbursement basis for services already rendered and paid for by the non-profit service provider.

The City Council has allocated $17,500 of funding to be distributed at their discretion. This amount is equal to the typical CDBG public service funds for FY 2022/23 which is equal to no more than 15 percent of the City's total CDBG allotment from the County of Riverside.

Since a great deal of effort is required to put together an application, potential applicants are encouraged to discuss their proposals with the City's CDBG Manager in advance to make a preliminary determination on eligibility of the organization and project.

Attachment A

City of Wildomar
Non-Profit Public Service Funding Application
(Fiscal Year 2022/23)

I. GENERAL INFORMATION:

Applying Entity or Agency: Helping Our People Elsinore (HOPE)

Site Location Address: 506 West Minthorn St.

City, State, Zip Code: Lake Elsinore, CA 92530

Telephone Number: 951.245.7510 Fax: _____

Executive Director Name: Brett Masters

Title: Executive Director

Email: Brett@DreamCenterle.org

What is your organization's mission and vision (Limited to the space below)?

Our mission is that we have restore and rebuild the people and property of Lake Elsinore physically, emotionally and spiritually. By meeting immediate physical needs of food and household items, the DCPantry provides people with a connection to a community of support and an on-ramp to a transformational process towards self-sufficiency.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below)?

We serve Wildomar residents with food and household items. We are the largest food pantry serving Wildomar and unincorporated Riverside County. We allow clients to pick-up food once a week from our drive-thru food pantry. We greet everyone with a smile and a warm welcome.

II. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:

NOTE: If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using these funds during the term of the 2022/23 fiscal year: 259,200

2. Length of funded activities or service to **Wildomar clients** (weeks, months, year): One year

3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 450

4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 450x12x4x12

5. Service will be provided to **Wildomar** (check one or more):

☑ Men ☑ Women ☑ Men/Women ☑ Men/Women/Children
☑ Children – Age Range _____ ☐ Homeless ☑ Families ☑ Seniors
☐ Migrant Farm Workers ☑ Severely Disabled Adults

6. Number of beds of facility: n/a

7. Anticipated number of "new" beds: n/a

8. Length of stay (if residential facility): n/a

9. If you received city non-profit funding in FY 2021/22, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2021, through June 30, 2022: 550

10. If you received city non-profit funding in FY 2021/22, please quantify the increase in service that you will be providing in 2022/23 Fiscal Year, and explain why there is a new demand or an unmet need in the community for this service: We expect our demand to increase due to the ongoing pandemic and looming recession. We are seeing a greater need than in years past. We anticipate a 30% increase this coming year.

11. If you did not receive city non-profit funding in FY 2021/22, how many unduplicated Wildomar clients/persons were served by your program from July 1, 2021, through June 30, 2022: N/A

12. Wildomar Funds Requested (total requested for this project only): $17,500

13. Provide a detailed description of the proposed use of the CDBG funds only (e.g., client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only		Amount
Space Cost		$7,500
Rental or Purchase of Equipment		$5,000
Consumable Supplies		$2,500
Travel (fuel)		$2,500
Other Costs		
	Total	$17,500

14. Other leveraging funding:

Leveraging Source of Funds		Amount
CDBG Requests Total		$170,000
Businesses		$25,000
Individuals		65,000
Grants		30,000
	Total	$290,000

Attachment B

Please complete the following supplemental information.

I. **ORGANIZATIONAL HISTORY:** (*This is applicable only if you are a non-profit organization*)

Date Organization founded: 01/01/1990

Date Organization incorporated as a non-profit organization: *(Non-profits only):* 02/02/1992

Federal Tax Identification Number: 33-0489728

State Identification Number: *(Non-profit agency only)* c1820572

DUNS Number: 006655633

Fiscal Year Ends Date: June 30, 2023

Organization Web Address: DreamCenterLE/DCPantry

Does your Organization expend $500,000 or more a year in Federal Funds? No

Number of Paid Staff: 1 Number of Volunteers: >150

Note: Must Attach Current Board of Directors & Articles of Incorporation and By-Laws

Check ONLY the applicable category your application represents.

- ☐ Real Property Acquisition
- ☐ Public Service
- ☐ Housing
- ☐ Rehabilitation/Preservation (please provide picture of structure)
- ☐ Public Facilities Improvements (construction)
- ☐ Infrastructure
- ☐ Homeless Activities
- ☐ Economic Development
- ☐ Administration
- ☐ Other: (provide description)

II. **PROJECT/ACTIVITY/SERVICE NARRATIVE:**

A. Name of Project/Activity/Service: Pantry Program

B. Provide a detailed description of the proposed use of the Non-Profit City Funds ONLY. (Attach additional sheets if necessary)

CDBG funds will be used to cover basic costs including food, rent, utilities, supplies and the director (the only paid position) and any necessary safety repairs for our Pantry Program. We are in need of utility freezers.

C. Outcomes and Performance Measures

Number of unduplicated clients or units of service to be served using Non-Profit City Funds during the term of the funding (i.e., number of jobs created and/or businesses assisted using funds):

Timeframe for Non-Profit City Funds to be expended (does not extend to Public Service Activities) (weeks, months, years):

July 1, 2022 - June 30, 2023

Total number of unduplicated clients/units to be served with ALL funding sources (e.g., 25 clients x 10 visits = 250 units of service):

388,800 meals (72 meals x 450 clients x 12 months)

Number of beds of facility (if residential facility): n/a

Anticipated increase in number of beds (if residential facility): n/a

Length of stay (if residential facility): n/a

D. Provide goals and objectives of the project, service, activity. How will you measure and evaluate the success of the project/service/activity to meet the goals and objectives?

Our main goals is to ensure those within our community do not go hungry. With the increase in our client base in the last few years it is our long-term goal to move willing clients to independece through mentoring.

E. Discuss how this project/service/activity directly benefits low- and moderate- income residents.

In a report from Food Research & Action Center (FARC) California was listed as 24th hardest hit among the 50 states. Among metropolitian areas, our Pantry area was ranked 37th hardest hit of the 100 areas surveyed.

F. Respond to box (a) & (b) only if this application is for a public service project/service/activity.

(a) Is this a NEW service/activity/service provided by your agency?

☐ Yes

☑ No

(b) If service is not new, will the existing project/activity/service level be substantially increased or improved

☐ Yes

☑ No

G. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Local churches and other organizations advertise our services. Our outreach team goes out into the community to deliver food and spread the word to those in need.

H. Attach Estimated Timeline for Project Implementation:

We will provide services year-round and will serve 72 meals a month approximately 550 or more between July 1, 2022 and June 30 2023.

III. PROJECT BENEFIT:

While your proposal is not being funded by federal CDBG funds, the City nonetheless is requiring that your proposal meet at least one (1) of three (3) National Objectives of the typical CDBG program. Indicate the category of National Objective to be met by your activity:

CATEGORY 1: Benefit to low-moderate income persons (must be documented). Please choose either subcategory A, B or C.

A. LIMITED CLIENTELE:
The project/activity/service serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low- moderate income persons.

Through client intake forms and income self-certification, we confirm that all clients receiving services through the Pantry are low-income persons determined by HUD guildlines.

B. CLIENTELE PRESUMED (to be principally low- and moderate-income persons):
The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories and their ethnicity.
The activity will benefit (check one or more)

- ☑ Abused children
- ☑ Battered spouses
- ☑ Elderly persons
- ☑ Severely disabled adults
- ☑ Homeless persons
- ☑ Illiterate adults
- ☐ Persons living with AIDS
- ☐ Migrant Farm workers

C. Describe your clientele to be served by the project/activity/service.

The Pantry serves those in need of assistance in our community. The majority of our clientele are extremely low-income as defined by HUD. We ensure these families have food they need to stay healthy and secure.

CATEGORY 2: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. This determination is based upon 2000 Census data, until further notice. If you need assistance in determining the appropriate census data, please call EDA.

Census Tract and block group numbers:

CT	BG	CT	BG
CT	BG	CT	BG
CT	BG	CT	BG

Enter Total population in Census Tract(s)/Block Group(s): _____

Enter % of low-moderate population in Census Tract(s)/Block Group(s): _____

CATEGORY 3: Prevention or Elimination of Slums and Blight: The proposed project or activity must directly benefit an identified slum and blighted area.

Is the proposed project located in an area with determinable indications of slum and blight? *(Applicant should contact EDA first if proposing to use this National Objective Category)*

☐ Yes or No ☐

If yes, attach map of the area with the site highlighted and provide additional documentation of the existence of slum/blight, e.g., photos, news stories, reports, etc.

Provide the Percentage of Deteriorated Buildings/Qualified Properties: _____

Slum/Blight Designation Year: _____

Public Improvement Type and Condition: _____

Describe the Boundaries of the Slum/Blight area(s):

_____

_____

_____

CATEGORY 4: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons

Proposed Job Creation/Retention:

Total jobs expected to Create: _____

Total jobs expected to Retain: _____

CATEGORY 5: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income:

Proposed Assistance to Businesses
(Clearance and/or rehabilitation activities; financial assistance to manufacture or expansion.)

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses Expected to Assist: _____

IV. LEVERAGING:

A. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

Food drives netted 52,500 pounds of food.

We had 16,209 volunteer hours at $12/hr = $194,517

Hygiene items totaled: $ 139,516

wardrobes totaled: $20,300

Total Leveraging 406,833

B. If commitments are pending, indicate amount requested and attach documentation regarding previous year's funding. (Include: Funding Source, Amount Requested, Date Available, Type of Commitment and Funding):

Funding Source	Amount Requested	Date Available	Type of Commitment	Funding
CDBG RivCo	N/A	July 1, 2022		
CDBG LE	$62,500	July 1, 2022		
CDBG CL	N/A	July 1, 2022		

C. Identify other funding sources (commitments of applications) from other sources to assist in the implementation of this activity.

Private donations and corporate grants

D. Provide a summary, by line item, of your organization's previous year's Income and Expense Statement *(Attach Summary Income and Expense Statement)*.

See attached.

V. MANAGEMENT CAPACITY:

A. Describe your organization's experience in managing and operating projects or activities funded with CDBG or other Federal funds.

The HOPE Pantry has received CDBG funding for the past 25 years and all funds have been spent in accordance with agreements and with no compliance issues. All required reports and stats have been submitted on time.

B. Attach a resource list (partnerships) in addition to the source and commitment of funds for the operation and maintenance of the program. (Include: Source, Activity, Year, Allocation, Amount Expended.)

Source	Activity	Year	Allocation	Amount Expended

C. Management Systems:
Does your organization have written and adopted management systems (i.e. policies and procedures, including personnel, procurement, property management, record keeping, financial management, etc.)?

☑ Yes or No ☐

D. Capacity *(Ability to manage program and grants)*:
Please provide a list of the names, phone number, and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project. In addition to the list, provide a detailed organizational chart. *(Attach List and Detailed Organizational Chart)*

E. Should the applying entity be awarded City funds, please identify the primary project objectives and goals using an *Estimated Timeline for Project Implementation (Include Objective/Goal, State Date, and Completion Date)*:

OBJECTIVE/GOAL	START DATE	COMPLETION DATE
Continue Pantry Prgm	July 1, 2022	June 30, 2023
Improve Efficiency	Jan 1, 2022	June 30, 2023
Identify underserved areas	Jan 1, 2022	June 30, 2023

VI. FINANCIAL INFORMATION:

A. **Proposed Project/Activity/Service Budget**
Complete the following annual program budget to begin July 1, 2022. If your proposed City funded activity will start on a date other than July 1, 2022, please indicate starting date. If these budget line items are not applicable to your activity, please attach an appropriate budget. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the activity for which you are requesting CDBG funding - not for the budget of the entire organization or agency.

	Total Project Activity Service Budget (Include CDBG Funds)	**Wildomar Funds Requested**
I. Personnel		
A. Salaries & Wages	$ 35,000	$ 0
B. Fringe Benefits	$ 0	$ 0
C. Consultants & Contract Services	$ 0	$ 0
SUB-TOTAL:	$ 35,000	$ 0
II. Non-Personnel		
A. Space Costs	$ 65,000	$ 7,500
B. Rental, Lease or Purchase of Equip.	$ 60,000	$ 5,000
C. Consumable Supplies	$ 20,000	$ 2,500
D. Travel	$ 30,000	$ 2,500
E. Telephone	$ 2,000	$ 0
F. Utilities	$ 18,000	$ 0
G. Other Costs	$ 30,000	$ 0
SUB-TOTAL:	$ 225,000	$ 17,500

III. Other

A. Architectural/Engineering Design	$ 0	$ 0
B. Acquisition of Real Property	$ 0	$ 0
C. Construction/Rehabilitation	$ 30,000	$ 0
D. Indirect Costs	$ 0	$ 0
SUB-TOTAL:	$ 30,000	$ 0

GRAND TOTAL: $ 290,000 $ 17,500

APPLICATION CERTIFICATION

Undersigned hereby certifies that (check the box after reading each statement, provide the authorized person's name, and sign the document):

☑ The information contained in the project application is complete and accurate.

☑ The applicant agrees to comply with all Federal and City policies and requirements imposed on the project funded in full or part.

☑ The applicant acknowledges that the Federal assistance made available through the City's one-time funding program will not be used to substantially reduce prior levels of local (NON-CDBG) financial support for community development activities.

☑ The applicant fully understands that any facility built, or equipment purchased with these City funds shall be maintained and/or operated for the approved use throughout its economic life.

☑ If City funds are approved by Council, the applicant acknowledges that sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.

☑ On behalf of the applying organization, I have obtained authorization to submit this application for City funding. (Documentation Attached = Minute Action and/or written Board Approval signed by the Board President).

Print Name/Title
Authorized Representative: Brett D. Masters, Exec. Director

Signature: Brett D. Masters

DATE: 10/25/22

Applicant's Check-list:

Please check the box for each required document that is attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

- ☑ Slum Blight Documentation
- ☑ Articles of Incorporation and Bylaws
- ☑ Project Activity Map
- ☑ Project Description
- ☑ Project Benefit, Category 1, Benefit to low income persons, Documentation
- ☐ Project Benefit, Category 2, Area Benefit, Census Tracts/Block Groups
- ☐ Project Benefit, Category 3, Slum Blight Prevention, Slum/Blight Documentation
- ☑ Income and Expense Statement
- ☑ Management Capacity
- ☑ Board Written Authorization approving submission of application

HOPE since 1990
Helping Our People Elsinore

Board of Directors
CDBG Authorization Letter

September 9, 2022

Time: 1:00 pm

Location:
Dream Center Headquarters
114 E. Peck Street
Lake Elsinore, CA 92530

Members Present:
Chairperson: Brett Masters
Secretary: Aubrey Masters
Members: Kara Vega, David Baker, Bob Guilliams, Cathy Templeton

[1] CDBG Authorization

The Board of Directors of Helping our People in Elsinore (HOPE) authorizes Brett Masters, Executive Director, to submit a Community Development Block Grant to the County of Riverside, the Cities of Lake Elsinore, Wildomar, and Canyon Lake for 2023-2024 Program Year.

In addition, the Board authorizes Brett Masters and/or Matthew Dobler to act on behalf of Helping our People in Elsinore (HOPE) in the matter of contracts, billings, contact and reporting.

Chairperson Signature: Brett D. Masters Date: 9/9/22

Secretary Signature: Aubrey L. Masters Date: 9/9/22

HOPE since 1990
Helping Our People Elsinore

Board of Directors

July 27, 2021

Brett Masters, Chair

Kara Vega, Treasurer

Aubrey Masters, Recording Secretary

Bob Guilliams, Member

Edwin Rodriguez, Member

David Baker, Member

Chuck Searer, Member-at-Large

Cathy Cook Templeton, Member-at-Large

ATTACHMENT TO 1820572

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

APR 30 1992

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION OF

Helping Our People in Elsinore, INC.

I

The name of the corporation is "Helping Our People in Elsinore, INC."

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to provide food, clothing and shelter to needy people.

III

The name and address in the State of California of this corporation's initial agent for service of process is James T. Winkler 31594 Railroad Canyon Road Suite C Canyon Lake California 92587.

IV

A. This corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corportaion shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

2-2-92

DATE

Robert J Bryson

(Signature of Incorporator)

Robert J. Bryson

(Type name of Incorporator)

HOPE

Helping Our People in Elsinore

Serving in His name since 1992

Helping Our People in Elsinore, Inc.

A California Non-profit Corporation

AMENDED BYLAWS

Preamble

RECOGNIZING OUR UNITY IN CHRIST AND OUR COMMON PRACTICE IN THE CHRISTIAN FAITH, WE THE MEMBERS OF HELPING OUR PEOPLE IN ELSINORE, INCORPORATED OF LAKE ELSINORE, CALIFORNIA, ADOPT THE FOLLOWING AMENDED BYLAWS, AND DO PROVIDE THAT THE FOLLOWING ARTICLES SUPERSEDE AND REPLACE THE FORMER AMENDED BYLAWS THAT WERE ADOPTED AT A DULY CALLED MEETING OF THIS CORPORATION ON FEBRUARY 13, 1995.

ARTICLE I
NAME

1.01 Name

The name of this corporation shall be HELPING OUR PEOPLE IN ELSINORE, INC. The business of the corporation may be conducted as HELPING OUR PEOPLE IN ELSINORE, INC. or HOPE, Inc. or HOPE in Elsinore.

ARTICLE II
PURPOSES AND POWERS

2.01 Purpose

HELPING OUR PEOPLE IN ELSINORE, INC. is a non-profit corporation and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code.

STATEMENT OF PURPOSE

The object and purpose of this corporation shall be to share the love of Jesus Christ by reaching out to those persons who are hungry and who need assistance and renewed hope.

To fulfill this object and purpose, this corporation shall provide and dispense food to individuals and families in compliance with the regulations laid down by the governing body of this corporation in the Rules of Qualification. Furthermore, this corporation shall dedicate itself to an ongoing, caring ministry of service to others.

2.02 Statement of Faith

The members of this corporation adhere in faith to the common symbol, held in the highest regard in all of Christendom, called the Apostolic Creed.

2.03 Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.04 Nonprofit Status and Exempt Activities Limitation

2.04.1 Nonprofit Legal Status. HOPE, Inc. is a California non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

2.04.2 Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

2.04.3 Distribution Upon Dissolution. Upon termination or dissolution of the HOPE, Inc., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of HOPE, Inc. hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against HOPE, Inc., by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of California.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to the HOPE, Inc., then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of California to be added to the general fund.

2.05 Offices

2.05.1 The principal office of this corporation for the transaction of business is located at 506 W Minthorn Street in Lake Elsinore, California 92530.

2.05.2 This corporation is hereby granted full power and authority to change the principal office of the

corporation from one location to another in Riverside County, California. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an Amendment of the Bylaws.

ARTICLE III
MEMBERSHIP

3.01 No Membership Classes

The corporation shall have no members who have any right to vote or title or interest in or to the corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

3.03 Dues

Any dues for affiliates shall be determined by the board of directors.

3.04 Participation of Churches

3.04.1 This corporation shall encourage pastors and lay people associated with a local church in the area, who ascribe to this corporation's stated purpose and who understand and shall act in accordance with its Statement of Faith, to affiliate with HOPE, Inc., and to help sponsor its daily operation with a certain degree of responsibility.

3.04.2 This corporation shall foster goodwill among the congregations within the greater Lake Elsinore area, so as to generate the support of their prayers, food donations and financial offerings.

ARTICLE IV
BOARD OF DIRECTORS

4.01 Number of Directors

HOPE, Inc. shall have a board of directors consisting of at least four (4) and no more than nine (9) directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors.

4.02 Powers

All corporate powers shall be exercised by or under the authority of the board and the affairs of the HOPE, Inc. shall be managed under the direction of the board, except as otherwise provided by law.

4.03 Terms

4.03.1 All directors shall be elected to serve a two-year term, however the term may be extended until a successor has been elected.

4.03.2 Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.

4.03.3 Directors may serve terms in succession.

4.03.4 The term of office shall be considered to begin July 1 and end June 30 of the second year in office, unless the term is extended until such time as a successor has been elected.

4.04 Qualifications and Election of Directors

In order to be eligible to serve as a director on the board of directors, the individual must be 18 years of age. Directors may be elected at any board meeting by the majority vote of the existing board of directors. The election of directors to replace those who have fulfilled their term of office shall take place in June of each year.

4.05 Vacancies

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws.

Vacancies in the board of directors due to resignation, death, or removal shall be filled by the board for the balance of the term of the director being replaced.

4.06 Removal of Directors

A director may be removed by two-thirds (⅔) vote of the board of directors then in office, if:

a) the director is absent and unexcused from two or more meetings of the board of directors in a twelve-month period. The board president is empowered to excuse directors from attendance for a reason deemed adequate by the board president. The president shall not have the power to excuse him/herself from the board meeting attendance and in that case, the board vice president shall excuse the president. Or:

b) for cause or no cause, if before any meeting of the board at which a vote on removal will be made the director in question is given electronic or written notification of the board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the board.

4.07 Board of Directors Meetings.

4.07.1 Regular Meetings. The board of directors shall have a minimum of four (4) regular meetings each calendar year at times and places fixed by the board. Board meetings shall be held upon four (4) day notice by first-class mail, electronic mail, or facsimile transmission or forty-eight (48) hour notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

4.07.2 Special Meetings. Special meetings of the board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least a two (2) day notice to each director of the date, time, and place, but not the purpose, of the meeting.

4.07.3 Waiver of Notice. Any director may waive notice of any meeting, in accordance with California law.

4.08 Manner of Acting.

4.08.1 Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.

4.08.2 Majority Vote. Except as otherwise required by law or by the articles of incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

4.08.3 Hung Board Decisions. On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the president or treasurer in the order of presence shall have the power to swing the vote based on his/her discretion.

4.08.4 Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

4.09 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings.

4.10 Compensation for Professional Services by Directors

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the board Conflict of Interest policy and state law.

ARTICLE V
COMMITTEES

5.01 Committees

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

(a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
(b) fill vacancies on the board of directors or in any committee which has the authority of the board;
(c) amend or repeal Bylaws or adopt new Bylaws; amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
(d) appoint any other committees of the board of directors or the members of these committees;
(e) expend corporate funds to support a nominee for director; or
(f) approve any transaction;
    1. to which the corporation is a party and one or more directors have a material financial

interest; or

2. between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a material financial interest.

5.02 Meetings and Action of Committees

Meetings and action of the committees shall be governed by and held and taken in accordance with, the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

5.03 Informal Action by the Board of Directors

Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as a quorum of board members gives consent.

ARTICLE VI
OFFICERS

6.01 Board Officers

The officers of the corporation shall be a board president, vice-president, secretary, and treasurer, all of whom shall be chosen by, and serve at the pleasure of, the board of directors. Each board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the board or by direction of an officer authorized by the board to prescribe the duties and authority of other officers. The board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the board of directors may determine. One person may hold two or more board offices, but no board officer may act in more than one capacity where action of two or more officers is required.

6.02 Term of Office

Each officer shall serve a one-year term of office and may not serve more than three (3) consecutive terms of office. Unless unanimously elected by the board at the end of his/her three (3) year terms or to fill a vacancy in an officer position, each board officer's term of office shall begin upon the adjournment of the board meeting at which elected and shall end upon the adjournment of the board meeting during which a successor is elected.

6.03 Removal and Resignation

The board of directors by a two-thirds (⅔) vote may remove an officer at any time, with or without cause. Any officer may resign at any time by giving written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice, unless otherwise specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

6.04 Board President

The board president shall be the chief volunteer officer of the corporation. The board president shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform all other duties incident to the office or properly required by the board of directors.

6.05 Vice President

In the absence or disability of the board president, the ranking vice-president or vice-president designated by the board of directors shall perform the duties of the board president. When so acting, the vice-president shall have all the powers of and be subject to all the restrictions upon the board president. The vice-president shall have such other powers and perform such other duties prescribed for them by the board of directors or the board president. The vice-president shall normally accede to the office of board president upon the completion of the board president's term of office.

6.06 Secretary

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president. The secretary may appoint, with approval of the board, a director to assist in performance of all or part of the duties of the secretary.

6.07 Treasurer

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors. The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the treasurer.

6.08 Non-Director Officers

The board of directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

ARTICLE VII
CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

7.01 Contracts and other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the treasurer or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board.

7.02 Checks, Drafts

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board.

7.03 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

7.04 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

7.05 Indemnification

7.05.1 Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

7.05.2 Permissible Indemnification. The corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

7.05.3 Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of

(a) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and

(b) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

7.05.4 Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with California Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

ARTICLE VIII
MISCELLANEOUS

8.01 Books and Records

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

8.02 Fiscal Year

The fiscal year of the corporation shall be from July 1 to June 30 of each year.

8.03 Conflict of Interest

The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with board-delegated powers.

8.04 Nondiscrimination Policy

The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of HOPE, Inc. not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

8.05 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

(g) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,
(h) that an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds (⅔) vote of a quorum of directors at a Board meeting.
(i) that all amendments be consistent with the Articles of Incorporation.

ARTICLE IX
COUNTERTERRORISM AND DUE DILIGENCE POLICY

In furtherance of its exemption by contributions to other organizations, domestic or foreign, HOPE, Inc. shall stipulate how the funds will be used and shall require the recipient to provide the corporation with detailed records and financial proof of how the funds were utilized.

Although adherence and compliance with the US Department of the Treasury's publication the "Voluntary Best Practice for US. Based Charities" is not mandatory, HOPE, Inc. willfully and voluntarily recognizes and puts to practice these guidelines and suggestions to reduce, develop, re-evaluate and strengthen a risk-based approach to guard against the threat of diversion of charitable funds or exploitation of charitable activity by terrorist organizations and their support networks.

HOPE, Inc. shall also comply and put into practice the federal guidelines, suggestion, laws and limitation set forth by pre-existing U.S. legal requirements related to combating terrorist financing, which include, but are not limited to, various sanctions programs administered by the Office of Foreign Assets Control (OFAC) in regard to its foreign activities.

ARTICLE X
DOCUMENT RETENTION POLICY

10.01 Purpose

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of HOPE, Inc. records.

10.02 Policy

10.02.1 Section 1. General Guidelines. Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, HOPE, Inc. may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

10.02.2 Section 2. Exception for Litigation Relevant Documents. HOPE, Inc. expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the HOPE, Inc. informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

10.02.3 Section 3. Minimum Retention Periods for Specific Categories Corporate Documents. Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.

10.02.3.1 Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.

10.02.3.2 Employment Records/Personnel Records. State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

10.02.3.3 Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.

10.02.3.4 Press Releases/Public Filings. The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.

10.02.3.5 Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

10.02.3.6 Marketing and Sales Documents. The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

10.02.3.7 Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:

(a) derives independent economic value from the secrecy of the information; and
(b) has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

10.02.3.8 Contracts. Final, execution copies of all contracts entered into by the corporation should be retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

10.02.3.9 Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.

10.02.3.10 Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.

10.02.3.11 Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.

10.02.3012 Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

10.02.4 Section 4. Electronic Mail. E-mail that needs to be saved should be either:

(a) printed in hard copy and kept in the appropriate file; or
(b) downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

ARTICLE XI
Transparency and Accountability
Disclosure of Financial Information With The General Public

11.01 Purpose

By making full and accurate information about its mission, activities, finances, and governance publicly available, HOPE, Inc. practices and encourages transparency and accountability to the general public. This policy will:

a) indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public,

b) indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public, and

c) specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follow:

11.02 Financial and IRS documents (The form 1023 and the form 990)

HOPE, Inc. shall provide its Internal Revenue forms 990, 990-T, 1023 and 5227, bylaws, conflict of interest policy, and financial statements to the general public for inspection free of charge.

11.03 Means and Conditions of Disclosure

HOPE, Inc. shall make "Widely Available" the aforementioned documents on its internet website: www.HOPEinElsinore.org to be viewed and inspected by the general public.

11.03.1 The documents shall be posted in a format that allows an individual using the Internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists).

11.03.2 The website shall clearly inform readers that the document is available and provide instructions for downloading it.

11.03.3 HOPE, Inc. shall not charge a fee for downloading the information. Documents shall not be posted in a format that would require special computer hardware or software (other than software readily available to the public free of charge).

11.03.4 HOPE, Inc. shall inform anyone requesting the information where this information can be found, including the web address. This information must be provided immediately for in-person requests and within 7 days for mailed requests.

11.04 IRS Annual Information Returns (Form 990)

HOPE, Inc. shall submit the Form 990 to its board of directors prior to the filing of the Form 990. While neither the approval of the Form 990 or a review of the 990 is required under Federal law, the corporation's Form 990 shall be submitted to each member of the board of director's via (hard copy or email) at least 10 days before the Form 990 is filed with the IRS.

11.05 Board

All board minutes shall be open to the public once accepted by the board, except where the board passes a motion to make any specific portion confidential.

11.06 Staff Records

11.06.1 All staff records shall be available for consultation by the staff member concerned or by their legal representatives.

11.06.2 No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.

11.06.3 Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that staff records shall be made available to the board when requested.

11.07 Donor Records

11.07.1 All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.

11.07.2 No donor records shall be made available to any other person outside the corporation except the authorized governmental agencies.

11.07.3 Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that; donor records shall be made available to the board when requested.

ARTICLE XII
CODES OF ETHICS AND WHISTLEBLOWER POLICY

12.01 Purpose

HOPE, Inc. requires and encourages directors, officers and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of HOPE, Inc. to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

12.02 Reporting Violations

If any director, officer, staff or employee reasonably believes that some policy, practice, or activity of HOPE, Inc. is in violation of law, a written complaint must be filed by that person with the vice president or the board president.

12.03 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

12.04 Retaliation

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of HOPE, Inc. and provides HOPE, Inc. with a reasonable opportunity to investigate and correct the

alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

HOPE, Inc. shall not retaliate against any director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of HOPE, Inc. or of another individual or entity with whom HOPE, Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

HOPE, Inc. shall not retaliate against any director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of HOPE, Inc. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

12.05 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

12.06 Handling of Reported Violations

The board president or vice president shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.

ARTICLE XIII
AMENDMENT OF ARTICLES OF INCORPORATION

13.01 Amendment

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of HOPE, Inc. were approved by the HOPE, Inc. board of directors on January 11, 2017 and constitute a complete copy of the Bylaws of the corporation.

Sue DeIorio, Secretary

Date: 2-15-17

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: December 14, 2022

SUBJECT: City Holiday Calendar for 2023

SUBMITTED BY: Robert Howell

PREPARED BY: Robert Howell, Administrative Service Director

ACTION:
Receive and file the 2023 City Holiday Calendar

SUMMARY:
Rule XI, Section C of the City's Personnel Rules states that in December the City Manager will send a list of dates that holidays will be observed for the upcoming calendar year. City Hall and the Cemetery District Office will be closed on the dates highlighted on the calendar.

The 2023 New Year's Day will be celebrated on Monday, January 2nd.

Although city offices will be closed the last week of December, permitted construction may be allowed in accordance with Wildomar Municipal Code 15.04.010 by obtaining prior approval from the City Building Official or City Engineer except on the days observed for Christmas Eve, Christmas, and New Year's Day.

ATTACHMENTS:
2023 Holiday Calendar.pdf

Holiday Calendar 2023

January 2	New Year's Day (observed)
January 16	Civil Rights Day
February 20	Presidents Day
May 29	Memorial Day
July 4	Independence Day
September 4	Labor Day
November 23	Thanksgiving Day
November 24	Day after Thanksigiving
December 25	Christmas Day
December 26	Christmas Holiday
December 27	Christmas Holiday
December 28	Christmas Holiday
December 29	Christmas Holiday

January

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CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: December 14, 2022

SUBJECT: Right-of-Way Settlement Agreements for the Bundy Canyon Rd. Improvement Project (Segment 1), CIP 026-1

SUBMITTED BY: Jason Farag

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
Authorize the City Manager to execute two Settlement Agreements related to right-of-way impacts caused by the Bundy Canyon Rd. Improvement Project, Segment 1.

SUMMARY:
Construction of the Bundy Canyon Rd. Improvement Project, Segment 1 (Project) required removal of some private property improvements on adjacent properties. The City is required to restore those private improvements to pre-construction conditions. For two of the impacts, staff is recommending that the City provide compensation to the property owners as resolution/restoration, in-lieu of reconstructing the improvements.

BACKGROUND:
Prior to construction of the Bundy Canyon Road Widening Improvement Project - Segment 1 (CIP 026-1), the City Council authorized the execution of various right-of-way agreements with Property Owners (Owners) adjacent to the project boundaries. The right-of-way agreements included Temporary Construction Easements (TCE) and Right-of-Entry (ROE) agreements that provide permission for the City's contractor to temporarily enter upon and use adjacent private property to provide room for the construction of the new roadway improvements.

Two properties adjacent to the Project (34002 Walnut Creek Road and 22527 Elbow Creek Trail) had existing permanent structures located within their TCE/ROE areas which could not be relocated, and which conflicted with the new soundwall alignment. The structures, which included portions of a lattice patio cover fixed to the ground and a planter wall fixed to the prior block wall being removed, were not identified in the original right-of-way agreements or the Project's improvement plans. Ultimately, both conflicts required the City's contractor to remove

a portion of the Owners' structures to construct the soundwall.

DISCUSSION:
Included in each TCE agreement executed between the City and the Owners is a section stating that "[u]pon completion of the improvements for the project, the Grantee ("City") shall repair and/or restore the TCE area to a reasonably similar condition that existed prior to use by the City." Similarly, included in each ROE agreement is a section stating that "[t]he City shall leave the property in as close to its current condition as is reasonably possible."

After the soundwall was constructed, staff worked with both Owners to restore the structures to a reasonable condition. The City obtained several estimates from contractors to repair and/or reconstruct the structures. Based on the type of improvements to be repaired, it was determined that it would be in the City's best interest to compensate the property owners for the repair costs rather than hire a contractor to complete the repairs. The Owners have indicated their concurrence with this approach. The estimates the City received from the various contractors were used to determine a reasonable value for repairing/restoring the structures. Staff recommends the City provide compensation to the Owners, based upon the estimated value, as final resolution for the impacts incurred to their structures due to the soundwall construction, consistent with the terms of the TCE/ROE agreements.

A Settlement Agreement for each Owner has been prepared to identify the impacts to the property, the compensation to be provided by the City as resolution for the impacts, and the Owner's acceptance of the resolution. The Settlement Agreements are in are included as Attachment A. Staff recommends that the City Council authorize the City Manager to execute these two Settlement Agreements.

FISCAL IMPACT:
The combined cost for the two Settlement Agreements is $13,500. The expenditures are TUMF eligible construction costs. There is no impact to the General Fund.

ACCOUNT CODE:
TUMF: 503-909

ATTACHMENTS:
A - Settlement Agreements

Attachment A

SETTLEMENT AGREEMENT AND RELEASE

The parties to this Settlement Agreement and Releases ("Agreement") are the **City of Wildomar ("City"),** a municipal organization and general law city, organized and existing under the laws of the State of California, and **Ricardo Verduzco and Jacline Gonzalez ("Owner")**, a resident of the City of Wildomar. City and Owner are referred to collectively as the "Parties."

1. **OVERVIEW:** This Agreement is made with reference to the following facts, which the Parties agree are true and correct:

1.1 City is currently under construction for the Bundy Canyon Road Widening Project ("Project") which required the installation of sound walls on the property located at 22527 Elbow Creek Trail, Wildomar, CA, identified as Assessor Parcel Number 366-411-014 ("Property").

1.2 A Temporary Construction Easement was acquired for the removal of existing fencing and installation of the Project soundwall.

1.3 During construction, the City's contractor was required to remove a portion of the Owner's existing patio cover to allow enough clearance for the soundwall and Owner is seeking compensation for damages ("Claim").

1.4 City obtained three estimates for repairs and/or reconstruction of the patio and desires to provide compensation to Owner for the Claim.

2. **CONSIDERATION:**

For a final resolution of the Claim, the City shall pay Owner a total of Nine Thousand Dollars and 0/100 ($9,000.00) ("Settlement Payment"). The City shall deliver the Settlement Payment to the Owner within thirty (30) of the execution of this Agreement.

3. **RELEASES:**

In consideration of the fulfillment of the terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the Parties promise, agree, and release as follows:

3.1 **Owner Release**. Except as to such rights of claims as may be created by this Agreement, Owner hereby releases and discharges the City and its respective agents, , employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that Owner ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims and construction of the Project.

3.2 Owner specifically and expressly waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3.3 Owner understands and acknowledges the significance and consequence of this specific waiver of the provisions of Section 1542 and hereby assume full responsibility for any damage, loss, or liability that they may hereafter incur by reason of such waiver.

4. **REPRESENTATIONS AND WARRANTIES:** Each of the Parties to this Agreement represents and warrants to, and agrees with, each other party hereto, as follows:

4.1 Each party has been represented or has had an opportunity to be represented by legal counsel of its choosing, has received independent legal advice from its legal counsel with respect to the advisability of making the settlement provided for in this Agreement, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code, Section 1542.

4.2 Each of the Parties represents that it has the authority to enter into this Agreement.

4.3 This Agreement is integrated and contains the entire agreement and understanding concerning the subject matter between the Parties, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement. Each party expressly does not rely upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or in making the settlement provided for in this Agreement, except as expressly stated in this Agreement.

4.4 Each of the Parties to this Agreement has made an extensive independent investigation of the facts pertaining to the provisions of this Agreement, and of all the matters pertaining thereto, as it deems necessary.

4.5 No party has assigned, transferred, hypothecated, or granted, or purported to assign, transfer, hypothecate, or grant, any of the claims, demands, causes of action or rights of appeal disposed of or assigned by this Agreement or its exhibits except as provided herein.

4.6 Each term of this Agreement is contractual and not merely a recital.

4.7 Each party is aware that it may hereafter discover claims, defenses, or facts in addition to or different from those it now knows or believes to be true with respect to the matters related to the Claims or this Agreement. By executing this Agreement, the Parties intend to fully, finally, and forever settle such matters, and all

claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature relative to the Claims, which do exist, may exist, or heretofore have existed between them. In furtherance of the Parties' intent, the releases given herein will be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims, defenses, or facts relative to the Claims.

5. **MISCELLANEOUS:**

5.1 **Voluntarily Executed**. This Agreement is being entered into and executed by the Parties voluntarily.

5.2 **No Waiver.** The waiver of any term, condition or covenant by any party, or breach thereof, shall not constitute a waiver with respect to that term at any future time or with respect to any other term, condition or covenant, or breach thereof, except as otherwise provided in this Agreement.

5.3 **Severability.** Should any part, term, or provision of this Agreement be decided or declared by the Courts to be, or otherwise found to be, illegal or in conflict with any laws of the State of California or the United States, or otherwise be rendered unenforceable, or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and will not be effected thereby, providing such remaining parts, terms, portions or provisions can be construed in substance to constitute the agreement that the Parties hereto intended to enter into in the first instance.

5.4 **No Adverse Construction of Agreement.** This Agreement is the product of negotiation and preparation by and among each party and their respective attorneys. The Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or the other and should be construed accordingly.

5.5 **Governing Law.** In the event of litigation relating to this Agreement, California law shall govern this Agreement. The venue for any disputes shall be the Riverside County Superior Court.

5.6 **Effective Date of Agreement.** This Agreement is made and entered into on and as of the last date executed herein, which will be the Agreement's Effective Date.

5.7 **Counterparts.** This Agreement may be signed in counterparts, which together shall constitute the entire Agreement. Each party may sign this document and transmit its signature by means of facsimile or .pdf sent by electronic mail, which signature shall be binding for all purposes.

(Signatures on following page)

DATED: _____, 2022

CITY OF WILDOMAR

By:_____

Title:_____

APPROVED AS TO FORM:

By:_____

Tom Jex, City Attorney

DATED: _____, 2022

Ricardo Verduzco and Jacline Gonzalez

By: _____

Ricardo Verduzco

By: _____

Jacline Gonzalez

SETTLEMENT AGREEMENT AND RELEASE

The parties to this Settlement Agreement and Releases ("Agreement") are the **City of Wildomar ("City"),** a municipal organization and general law city, organized and existing under the laws of the State of California, and **Arthur Chavez and Alicia Chavez ("Owner")**, a resident of the City of Wildomar. City and Owner are referred to collectively as the "Parties."

1. **OVERVIEW:** This Agreement is made with reference to the following facts, which the Parties agree are true and correct:

1.1 City is currently under construction for the Bundy Canyon Road Widening Project ("Project") which required the installation of sound walls on the property located at 34002 Walnut Creek Rd, Wildomar, CA, identified as Assessor Parcel Number 367-432-001 ("Property").

1.2 A Temporary Construction Easement was acquired for the removal of existing block wall and installation of the Project soundwall.

1.3 During construction, the City's contractor was required to remove a portion of the Owner's existing planter wall and artificial turf to allow enough clearance for the soundwall and Owner is seeking compensation for damages ("Claim").

1.4 Owner and City obtained three estimates for repairs and/or reconstruction of the patio and desires to provide compensation to Owner for the Claim.

2. **CONSIDERATION:**

For a final resolution of the Claim, the City shall pay Owner a total of Four Thousand Five Hundred Dollars and 0/100 ($4,500.00) ("Settlement Payment"). The City shall deliver the Settlement Payment to the Owner within thirty (30) following City Council approval of the Settlement Payment.

3. **RELEASES:**

In consideration of the fulfillment of the terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the Parties promise, agree, and release as follows:

3.1 **Owner Release**. Except as to such rights of claims as may be created by this Agreement, Owner hereby releases and discharges the City and its respective agents, , employees, representatives, predecessors, successors, assigns, parents, subsidiaries, related entities, sureties, consultants, advisors, officers, directors, council members, board members, administrators, executors, shareholders, attorneys, and insurers, and each of them from, and relinquishes, extinguishes and waives as to such parties, any and all claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature, whether legal or equitable, in tort or contract, actual or contingent, known or unknown, asserted or unasserted, that Owner ever had, now has, or may have that in any way arise out of or relate, directly or indirectly, to the Claims and construction of the Project.

3.2 Owner specifically and expressly waive the benefit of the provisions of Section 1542 of the Civil Code of the State of California as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

3.3 Owner understands and acknowledges the significance and consequence of this specific waiver of the provisions of Section 1542 and hereby assume full responsibility for any damage, loss, or liability that they may hereafter incur by reason of such waiver.

4. **REPRESENTATIONS AND WARRANTIES:** Each of the Parties to this Agreement represents and warrants to, and agrees with, each other party hereto, as follows:

4.1 Each party has been represented or has had an opportunity to be represented by legal counsel of its choosing, has received independent legal advice from its legal counsel with respect to the advisability of making the settlement provided for in this Agreement, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code, Section 1542.

4.2 Each of the Parties represents that it has the authority to enter into this Agreement.

4.3 This Agreement is integrated and contains the entire agreement and understanding concerning the subject matter between the Parties, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement. Each party expressly does not rely upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement, or in making the settlement provided for in this Agreement, except as expressly stated in this Agreement.

4.4 Each of the Parties to this Agreement has made an extensive independent investigation of the facts pertaining to the provisions of this Agreement, and of all the matters pertaining thereto, as it deems necessary.

4.5 No party has assigned, transferred, hypothecated, or granted, or purported to assign, transfer, hypothecate, or grant, any of the claims, demands, causes of action or rights of appeal disposed of or assigned by this Agreement or its exhibits except as provided herein.

4.6 Each term of this Agreement is contractual and not merely a recital.

4.7 Each party is aware that it may hereafter discover claims, defenses, or facts in addition to or different from those it now knows or believes to be true with respect to the matters related to the Claims or this Agreement. By executing this Agreement, the Parties intend to fully, finally, and forever settle such matters, and all

claims, disputes, demands, liabilities, controversies, causes of action, damages, costs, expenses and attorneys' fees of any kind or nature relative to the Claims, which do exist, may exist, or heretofore have existed between them. In furtherance of the Parties' intent, the releases given herein will be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims, defenses, or facts relative to the Claims.

5. **MISCELLANEOUS:**

5.1 **Voluntarily Executed**. This Agreement is being entered into and executed by the Parties voluntarily.

5.2 **No Waiver.** The waiver of any term, condition or covenant by any party, or breach thereof, shall not constitute a waiver with respect to that term at any future time or with respect to any other term, condition or covenant, or breach thereof, except as otherwise provided in this Agreement.

5.3 **Severability.** Should any part, term, or provision of this Agreement be decided or declared by the Courts to be, or otherwise found to be, illegal or in conflict with any laws of the State of California or the United States, or otherwise be rendered unenforceable, or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and will not be effected thereby, providing such remaining parts, terms, portions or provisions can be construed in substance to constitute the agreement that the Parties hereto intended to enter into in the first instance.

5.4 **No Adverse Construction of Agreement.** This Agreement is the product of negotiation and preparation by and among each party and their respective attorneys. The Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or the other and should be construed accordingly.

5.5 **Governing Law.** In the event of litigation relating to this Agreement, California law shall govern this Agreement. The venue for any disputes shall be the Riverside County Superior Court.

5.6 **Effective Date of Agreement.** This Agreement is made and entered into on and as of the last date executed herein, which will be the Agreement's Effective Date.

5.7 **Counterparts.** This Agreement may be signed in counterparts, which together shall constitute the entire Agreement. Each party may sign this document and transmit its signature by means of facsimile or .pdf sent by electronic mail, which signature shall be binding for all purposes.

(Signatures on following page)

DATED: _____, 2022

CITY OF WILDOMAR

By:_____

Title:_____

APPROVED AS TO FORM:

By:_____

Tom Jex, City Attorney

DATED: _____, 2022

Arthur Chavez and Alicia Chavez

By: _____
Arthur Chavez

By: _____
Alicia Chavez

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: December 14, 2022

SUBJECT: Consideration of Territory to be Annexed to Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 2

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:

1. Open the public hearing;
2. Take testimony;
3. Close the public hearing;
4. Adopt Resolution entitled:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 2)

5. Hold the election;
6. Canvass the election; and
7. Adopt a Resolution entitled:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 2)

BACKGROUND:

On November 9, 2022, the City Council adopted Resolution No. 2022-55, declaring its

intention to annex territory to Community Facilities District No. 2022-1 (Services) (the “CFD No. 2022-1” or “CFD”) and commence the annexation proceedings for the territory to be annexed, also known as Annexation No. 2. A public hearing has been set for December 14, 2022 to conduct an election for the landowners and to declare the results of that election.

As required by the Resolution of Intention, an annexation map was recorded on November 15, 2022, at 10:44 a.m. in Book 90, Page 8, Document No. 2022-0470816 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

The Resolution of Intention was adopted by the City Council in response to a petition filed by the property owner, KB Home Coastal Inc., of TR 37476 containing 15.4 gross acres within the City and has requested that the City assist them in annexing 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 area proposed within Annexation No. 2 will encompass 77 detached residential lots in TR 37476, with a maximum annual tax of $1,275 per unit, per year. The tract proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 2. The property is located east of the I-15 North, at the southeast intersection of Monte Vista Dr and Summer Sage Way. This tax rate includes a Maximum Special Tax A of $583 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of $430 per unit per year for safety services and a Special Tax C (Contingent) of $262 per 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 in 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 the conduct of the election.

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 City has incurred costs for Legal Notices for the formation of and annexations into the District. A budget amendment in the amount of $5,000 is needed to properly account for

these expenses in the FY 2022-23 budget.

ACCOUNT CODE:
Revenues:
Fund 220 - CFD 2022-1 Special Tax A
Fund 219 - CFD 2022 Special Tax B

Expenses:
220-450-4500-52020 - Legal Notices

ATTACHMENTS:
Assembled Exhibits.pdf
Mayor's Script - CFD 2022-1 Annexation No. 2.docx
Notice of PH Annex 2.pdf
Resolution Calling an Election.docx
Resolution Declaring Election Results.docx

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

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

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

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

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

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

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

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

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

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

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

"Multi-Family Residential Property" or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

"Non-Residential Property" or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

"Proportionately" means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

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

"Residential Property" means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

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

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax A" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

"Special Tax B" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

"Tax Zone Original" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

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

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 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 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.

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

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SHEET 1 OF 1 SHEET

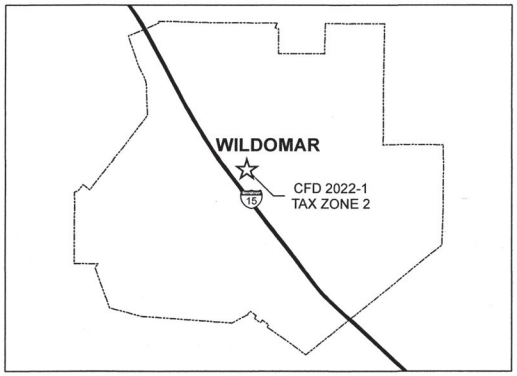
PROPOSED ANNEXATION MAP NO. 2
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

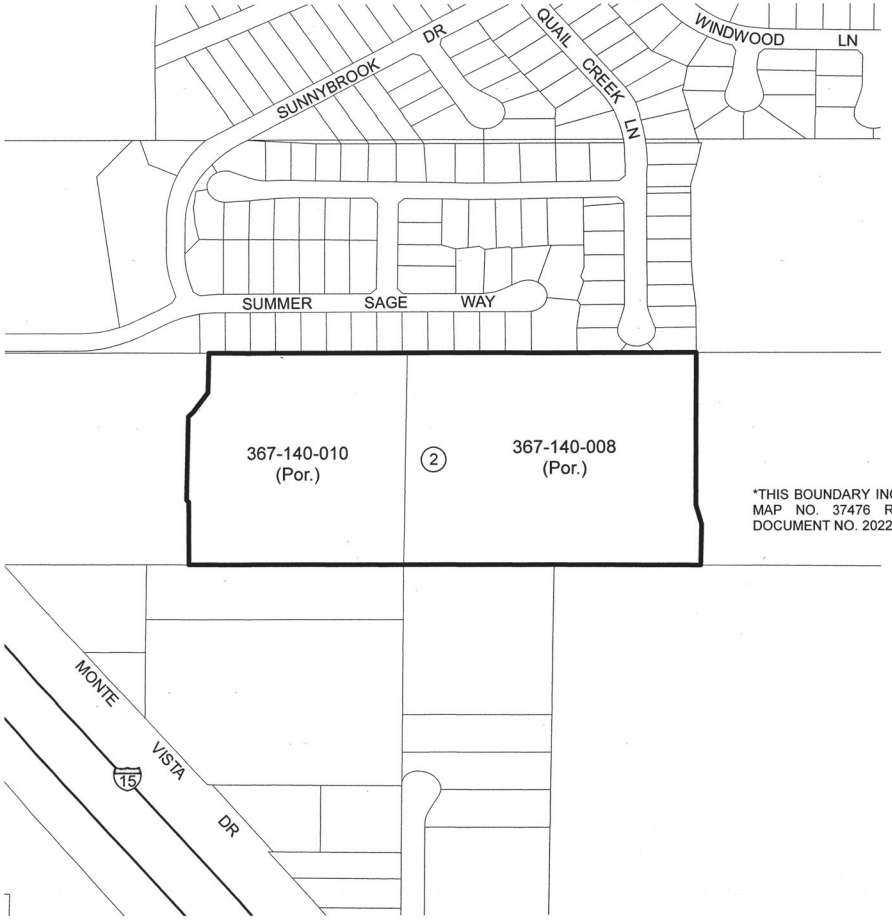
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

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 9th DAY OF November, 2022, BY RESOLUTION NO. 2022-55

Janet Morales
CITY CLERK
CITY OF WILDOMAR





FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF November, 2022.

Janet Morales
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 15th DAY OF NOVEMBER, 2022 AT THE HOUR OF 10:44 O'CLOCK A.M IN BOOK 90 PAGE 8 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $0.00 NO.: 2022-0470811c
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: [signature]
DEPUTY

*THIS BOUNDARY INCLUDES LOTS 1 THROUGH 77 OF TRACT MAP NO. 37476 RECORDED SEPTEMBER 15, 2022 AS DOCUMENT NO. 2022-0395844.

LEGEND

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

SPICER CONSULTING GROUP

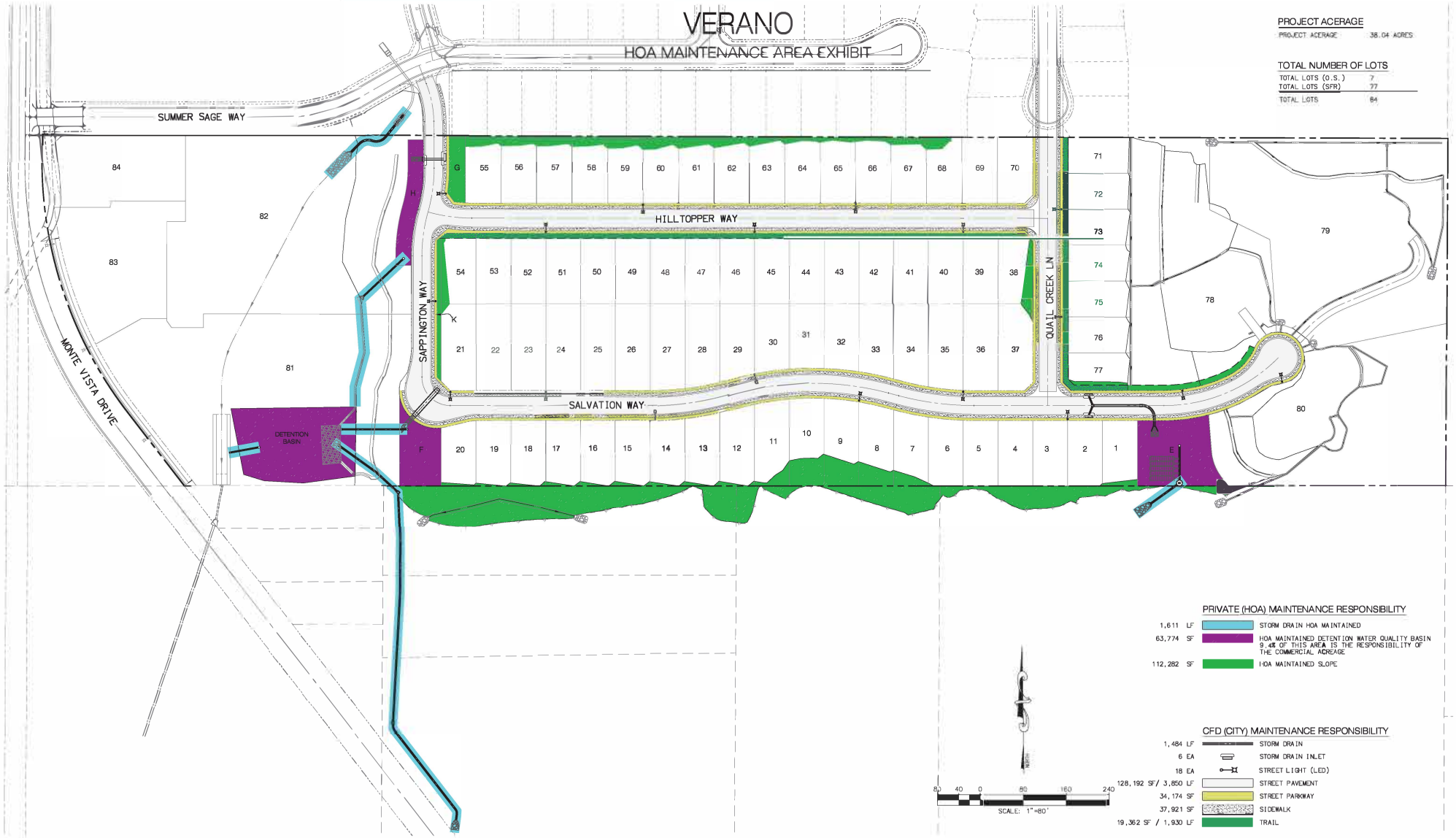
THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2022-23.

0 250 500 1,000 Feet

N W E S

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
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:

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

ACCEPT ANCEAS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER:

PREPARED BY:
RENCivil
ENGINEERING • PLANNING • LAND PLANNING
25631 "B" ADDISON ST., MURRIETA, CA 92562
951.696.9602 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\ VERANO\EXHIBITS\HOA MAINTENANCE AREA EXHIBIT FINAL.dwg 5/20/2022

REBECCA SPENCER
Registrar of Voters

ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

State of California)
) ss
County of Riverside)

I, **Rebecca Spencer**, Registrar of Voters of said County, hereby certify that:

(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2022-1 (Services), Annexation No. 2, of the City of Wildomar, of the County of Riverside, State of California.

(B) On November 11, 2022, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2022-1 (Services), Annexation No. 2, of the City of Wildomar, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2022-1 (Services), Annexation No. 2, of the City of Wildomar, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 11th day of November 2022.

Rebecca Spencer
Registrar of Voters

By: _____
Art Tinoco
Assistant Registrar of Voters

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 Coastal Inc.	15.43	16

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

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 2

CERTIFICATE OF ELECTION RESULTS

I, the undersigned, being the Deputy City Clerk or the City Clerk, as the case may be, hereby certify:

In connection with the special mailed-ballot election called by the City Council (the "City Council") of the City of Wildomar (the "City") on this same date in the proceedings of the City Council for the annexation of territory to the above-entitled community facilities district, I personally received (a) a signed and dated waiver and consent form and (b) a signed, dated and marked election ballot(s) on behalf of the owner(s) listed below, the entity named as the sole landowner of the land within the boundary of the above-entitled community facilities district in the Certificate Regarding Registered Voters and Landowners, dated November 11, 2022, and on file in the office of the City Clerk of the City in connection with the City Council actions on that date. Copies of the completed waiver and consent form and the completed ballot received by me and on file in my office are attached hereto.

Following such receipt, I have personally, and in the presence of all persons present, reviewed the ballot to confirm that it is properly marked and signed, and I hereby certify the result of that count to be that the ballot was cast in favor of the measure.

Based upon the foregoing, all votes that were cast having been cast "Yes", in favor of the ballot measure, the measure has therefore passed.

Landowner	Qualified Landowner Votes	Votes Cast	YES	NO
KB Home Coastal Inc,	16	16		

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 _____, 2022.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

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 21ST day of October, 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:

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 represented as portions of the following:

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 (Portion)

PARCEL 2:

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 (Portion)

PROPOSED ANNEXATION MAP NO. 2

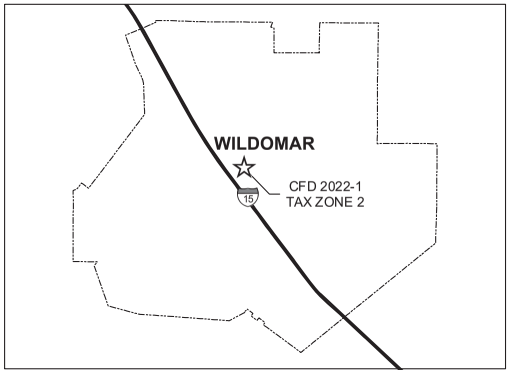
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

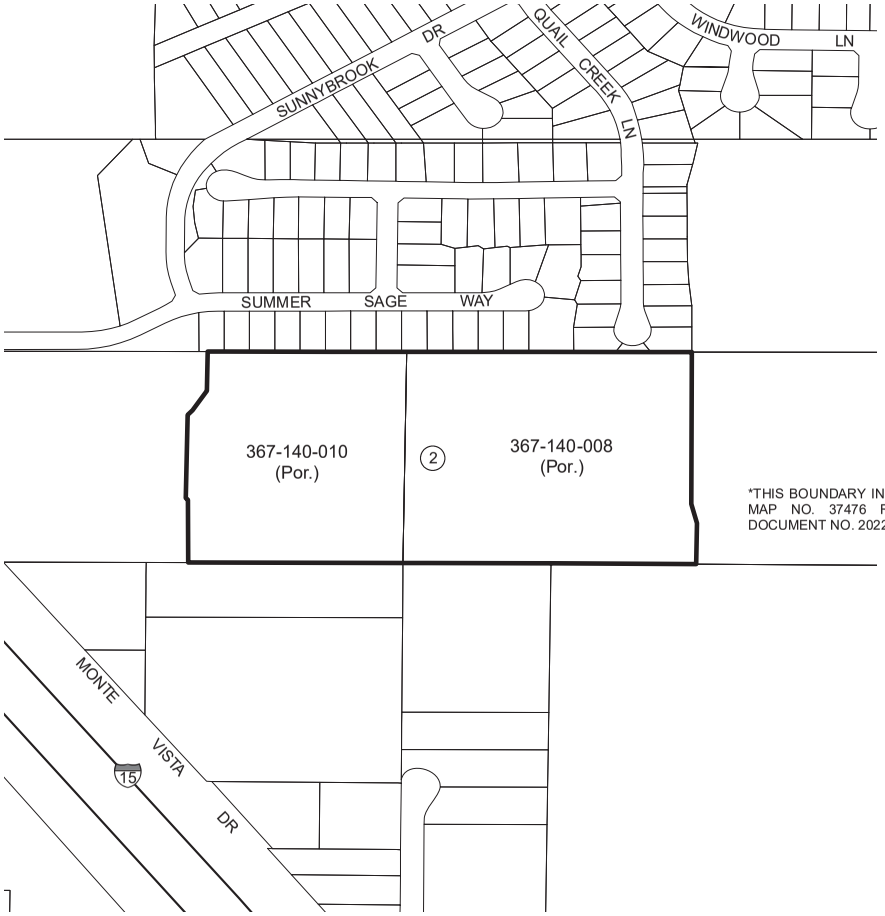
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THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 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





*THIS BOUNDARY INCLUDES LOTS 1 THROUGH 77 OF TRACT MAP NO. 37476 RECORDED SEPTEMBER 15, 2022 AS DOCUMENT NO. 2022-0395844.

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

CFD 2022-1 (Services), Annexation No. 2

1. PUBLIC HEARINGS - 6:00 P.M.

This portion of the agenda is for advertised public hearing items where formal public testimony on each individual item is accepted prior to City Council action.

A. Public Hearing for the consideration of territory to be annexed to Community Facilities District 2022-1 (Services), Annexation No. 2.

1. "I will now open the public hearing regarding the proposed annexation of territory to Community Facilities district No. 2022-1 (Services) and the levy of special taxes".

2. Ask Dan York, City Manager/City Engineer for a report regarding the matters before the Council.

3. "Are there any persons wishing to provide testimony/public comment?"

   Public comment or if none:

4. "City Clerk, have you received any written protests?"

   City Clerk responds.

5. "City Clerk, are there any persons registered to vote in the territory proposed to be annexed into the District?"

   City Clerk responds.

6. "City Clerk, have the owners of all of the taxable property in the District consented to holding the special election on December 14, 2022, immediately following the public hearing?"

   City Clerk responds.

7. "City Clerk, do you agree to hold the special election immediately following the public hearing?"

   City Clerk responds

8. "I will now close the public hearing."

9. "Are there any Council comments?"

   Council discussion or if none:

10. "I would like to ask for Staff's recommendation."

    Staff responds.

11. “Do I have a motion to adopt Resolution No. 2022-____ of the City Council of the City of Wildomar calling an election to submit to the qualified electors the question of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2022-1 (Services) (Annexation No. 2)?”

    Council Votes

12. “City Clerk, did you receive the official ballot and other election materials from the land-owners who can cast their votes on behalf of the owners of all of the property included in the territory proposed to be annexed into Community Facilities District No. 2022-1 (Services)?”

    City Clerk responds.

13. “I declare the election results as ascertained by the canvass of the returned ballots.”

14. “Do I have a motion to adopt Resolution No. 2022-_____ of the City Council of the City of Wildomar declaring election results for Community Facilities District No. 2022-1 (Services), annexation No. 2”

    Council Votes

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. 2022-55, 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

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 2)

WHEREAS, on April 13, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2022-11 declaring the City's intention to establish Community Facilities District No. 2022-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2022-1") 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 as a result of the development of said real property; and

WHEREAS, the City Council set a public hearing for June 8, 2022, after which the Council adopted Resolution No. 2022-30 forming the CFD No. 2022-1 and calling a special election at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD No. 2022-1 were submitted to the qualified electors within the CFD No. 2022-1; and

WHEREAS, on June 8, 2022, the City Council adopted Resolution No. 2022-31 declaring the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code as amended (the "Act"), to annex territory into an existing community facilities district by complying with the procedures set forth in said Article 3.5; and

WHEREAS, the City Council on November 9, 2022, duly adopted Resolution No. 2022-55 (the "Resolution of Intention") declaring its intention to annex certain territory to CFD No. 2022-1 (Services) and to levy a special tax within that territory to pay for certain services and setting a time and place for the public hearing on the proposed annexation for December 14, 2022; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 2 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on November 15, 2022, in Book 90 of Maps of Assessment and Community Facilities Districts at Page 8, in the office of the Riverside County Recorder; and

WHEREAS, pursuant to the Act and the Resolution of Intention, a notice of public hearing was convened by the City Council on December 14, 2022, not earlier than the

hour of 6:00 p.m. at the City Hall located at 23873 Clinton Keith Road, Wildomar, California 92595, relative to the proposed annexation of said territory to CFD No. 2022-1; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD No 2022-1, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD No. 2022-1, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD No. 2022-1 and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to call an election to authorize the annexation of territory to the CFD No. 2022-1 and the levying of a special tax as described in Exhibit A hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD No. 2022-1 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 Clerk has concurred in the election date set forth herein.

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 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1 Recitals. The foregoing recitals are true and correct.

Section 2. Conformation of Finding in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Findings Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD No. 2022-1 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Findings Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to CFD No. 2022-1 are valid and in conformity with the requirements of the Act.

Section 5. Levy of Special Tax. As stated in the Resolution of Intention, except where funds are otherwise available, subject to the approval of the qualified electors of territory proposed to be annexed to CFD No. 2022-1, a special tax sufficient to pay the costs of the Services (including incidental expenses as described in the Resolution of Intention), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2022-1, will be levied annually in CFD No. 2022-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit A hereto.

Section 6. Apportionment of Tax. The special tax as apportioned to each parcel is based on the cost of making the Services available to each parcel, or other reasonable basis, and is not based on or upon the ownership of real property.

Section 7. Tax Roll Preparation. The office of the Public Works Director, 23873 Clinton Keith Road., City of Wildomar, is hereby designated as the office that will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating future special tax levies pursuant to Government Code section 53340.2. The Public Works Director may cause these functions to be performed by his or her deputies, assistants, or other designated agents.

Section 8. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City shall create a separate account into which tax proceeds will be deposited; and the Public Works Director annually shall file a report with the City Council that will state (a) the amount of funds collected and expended and (b) the status of the Services financed in CFD No. 2022-1.

Section 9. Special Election; Voting Procedures. The City Council hereby submits the questions of levying the special tax within the territory proposed to be annexed to the qualified electors, in accordance with and subject to the Act. The special election shall be held on December 14, 2022, and shall be conducted as follows:

(a) Qualified Electors. The City Council hereby determines that the Services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2022-1. Because fewer than twelve registered voters resided within the territory proposed to be annexed to CFD No. 2022-1 on November 11, 2022 (a date within the 90 days preceding the close of the public hearing on the territory proposed to be annexed to CFD No. 2022-1), the qualified electors shall be the landowners within territory proposed to be annexed, and each landowner who was the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the territory proposed to be annexed to CFD No. 2022-1.

(b) Consolidation of Elections; Combination of Propositions on Ballot. The election on the question of levying the special tax and establishing an appropriations limit for CFD No. 2022-1 shall be consolidated, and the two proportions shall be combined into a single ballot proposition for submission to the voters, as authorized by Government Code Section 53353.5.

(c) Mail Ballot Election. Pursuant to Government Code section 53327.5, the election shall be conducted as a mail ballot election. The City Council hereby ratifies the City Clerk's delivery of a ballot to each landowner within the territory proposed to be annexed to CFD No. 2022-1. The City Council hereby ratifies the form of the ballot, which is attached hereto as Exhibit B.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on December 14, 2022. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(e) Canvass of Election. The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed (on December 14, 2022, or when all qualified electors have voted) at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(f) Declaration of Results. The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

Section 10. Filing of Resolution and Map with City Clerk. The City Council hereby directs the City Clerk to file a copy of this resolution and the annexation map of the boundaries of CFD No. 2022-1 in his/her office.

PASSED, APPROVED AND ADOPTED this 14th day of December 2022:

_____
Ben J. Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) ANNEXATION NO. 2

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore conducted proceedings for the area proposed to be annexed to Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") of the City of Wildomar, including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for December 14, 2022, and submitting to the qualified electors of the territory to be annexed to the CFD No. 2022-1 the question 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 as a result of the development of said real property as provided in the form of special election ballot; and

WHEREAS, a Certificate of Election Results, attached thereto as Exhibit A, dated December 14, 2022, executed by the City Clerk (or, in the absence of the City Clerk, the Acting City Clerk – in either case, the "Clerk"), has been filed with this Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, this Council has received, reviewed and hereby accepts the Clerk's Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:

Section 1. Recitals. This Council finds and determines that the foregoing recitals are true and correct.

Section 2. Ballot Measure. This Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed to CFD No. 2022-1 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Government Code.

Section 3. Annexation. This Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the territory to be annexed has been added to and become a part of the CFD No. 2022-1 with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the territory to be annexed

to pay the costs of the services to be provided by the CFD No. 2022-1 as specified in Resolution No. 2022-55 adopted by the City Council on November 9, 2022. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 2 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on November 15, 2022, in Book 90 of Maps of Assessment and Community Facilities Districts at Page 8, in the office of the Riverside County Recorder.

Section 4. Notice of Special Tax Lien. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the CFD No. 2022-1 including the annexed territory.

Section 5. Effect. This resolution shall take effect from and after its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December 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
PUBLIC HEARING
Agenda Staff Report # 2.2
Meeting Date: December 14, 2022

SUBJECT: Establishment of Community Facilities District No. 2022-3 (KB Homes Verano), Public Hearing

SUBMITTED BY: Emily Stadnik

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Adopt the following Resolutions:

RESOLUTION NO. 2022 - ___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

RESOLUTION NO. 2022 - ___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $7,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

And

RESOLUTION NO. 2022 - ___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

Introduce and read by title only:

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

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 million.

On November 9, 2022, the City Council adopted Resolution Nos. 2022-56 and 2022-57, which declared City's intention to establish the District and the intention to incur bonded indebtedness within the District (together, the "Resolution of Intention"). The Resolution of Intention called for a public hearing to be held on December 14, 2022. The purpose of the public hearing is for the City Council to formally consider the approval of the formation of the CFD, the approval of the levy of the special taxes within the District and the issuance of bonds to finance the public improvements benefitting the District. Notice of the public hearing was published in a newspaper of general circulation in the District and mailed to the property owner in accordance with the Act.

In connection with the public hearing, Spicer Consulting Group has prepared a CFD Public Hearing Report which describes and analyzes the facilities to be financed by the District and the estimated costs of such facilities. Following the close of the public hearing, the City Council will be asked to adopt the Resolution of Formation and the Resolution Determining the Necessity to Incur Debt which, together, approves the formation of the District, the levy of the special taxes in the District in accordance with the rate and method of apportionment of special taxes for the District (the "RMA") and determines the necessity for the District to issue bonds in an amount not to exceed $7 million for the District. Such resolutions call for an election to submit to the qualified voters the District, ballot measures on the approval of the special taxes, the issuance of the bonds and an appropriations limit for the District.

In addition, the Resolution of Formation, approves the execution and delivery of the Acquisition, Construction and Funding Agreement with the Developer (the "Funding

Agreement") and a Joint Community Facilities Agreement (the "Water District JCFA") with the Developer and Elsinore Valley Municipal Water District (the "Water District") in the forms presented to this Council. The Funding Agreement sets forth the terms, among others, pursuant to which the District will finance improvements which are included in the City's development fee program and certain improvements to be constructed by the Developer. Under the Act, the District may finance certain facilities owned by another public agency so long as there is a Joint Community Facilities Agreement with respect to such facilities. The Water District JCFA provides for the terms by which the District is authorized to finance water district facilities to be owned and operated by the Water District.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County certifying that there are no registered voters residing within the boundaries of the District. Accordingly, under the Mello-Roos Act, only property owners owning land in the District are eligible to vote at the election for the District with each owner having one vote for each acre (or portion thereof) that they own within the District. The Developer has executed a consent and waiver of certain election procedures with respect to the election, including certain timing requirements with respect to the election, in accordance with the Mello-Roos Act. Accordingly, if the City Council approves the Resolution of Formation and the Resolution Determining the Necessity to Incur Debt, the City Clerk will conduct the election. The City Clerk will announce the election results and the City Council will be asked to adopt the Resolution Certifying the Election Results. Based on upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon in the District, the Resolution Certifying the Election Results directs the City Clerk to record a notice of special tax lien on the property within the District. The City Council will then be asked to introduce the Ordinance authorizing the levy of the special tax within the District in accordance with the RMA.

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, the District will annually levy special taxes on all of the taxable property within the District in accordance with the RMA. 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.

The City has incurred expenses for the required legal notices on the potential formation of the District. A budget amendment of $3,500 for the Legal Notices is requested to be approved if

the District is approved for formation.

ACCOUNT CODE:
222-450-4500-52020 (Legal Notices) - $3,500

ATTACHMENTS:
RESOLUTION OF FORMATION CITY OF WILDOMAR CFD 2022-3 (VERANO) 4895-9769-3502 v.4.doc
RESOLUTION OF NECESSITY TO INCUR DEBT CITY OF WILDOMAR CFD 2022-3 (VERANO).doc
RESOLUTION CERTIFYING ELECTION RESULTS CITY OF WILDOMAR CFD 2022-3 (VERANO).doc
ORDINANCE CITY OF WILDOMAR CFD 2022-3 (VERANO).doc
Certificate ROV CFD 2022-3 Form.pdf
CFD 2022-3 - CFD Report.pdf
ACQUISITION AGREEMENT WILDOMAR CFD 2022-3 (VERANO).docx
JCFA with EVMWD - City of Wildomar CFD 2022-3 (Verano).docx

RESOLUTION NO. 2022-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore adopted Resolution No. 2022-56 stating its intention 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, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, a copy of Resolution No. 2022-56 setting forth a description of the proposed boundaries of Community Facilities District No. 2022-3, the facilities and incidental expenses to be financed by the District and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2022-3 and to levy a special tax (the "Special Tax") and to incur bonded indebtedness in the amount of up to $7,000,000 therein to finance the facilities and incidental expenses described in Resolution No. 2022-57; and

WHEREAS, on December 14, 2022, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2022-3, the levy of the Special Tax therein and the issuance of bonded indebtedness by the District; and

WHEREAS, at the December 14, 2022 public hearing there was filed with this City Council a report containing a description of the facilities necessary to meet the needs of the District and an estimate of the cost of such facilities as required by Section 53321.5 of the Act (the "Engineer's Report"); and

WHEREAS, at the December 14, 2022 public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2022-3, the levy of the Special Tax and the issuance of bonded indebtedness were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, this City Council has determined to authorize the formation of the District to finance the types of facilities (the "Facilities") and the incidental expenses (the "Incidental Expenses") set forth in Attachment A hereto, which are described in more detail in the Engineer's Report; and

WHEREAS, at the public hearing evidence was presented to this City Council on the matters before it, and the proposed Special Tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing was fully advised as to all matters relating to the formation of the District, the levy of the Special Tax and the issuance of bonded indebtedness therein; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of Riverside on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2022-3 for each of the 90 days prior to December 14, 2022 and that the qualified electors in Community Facilities District No. 2022-3 are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2022-3 and to call an election therein to authorize (i) the levy of Special Tax pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment C to Resolution No. 2022-56 (the "Rate and Method"), (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for Community Facilities District No. 2022-3; and

WHEREAS, in order to facilitate the funding of the Facilities, the legislative body of the District desires to enter into a, Acquisition, Construction and Funding Agreement (the "Funding Agreement") with KB Home Coastal Inc., a California corporation (the "Developer") and the form of the Funding Agreement is on file with the City Clerk; and

WHEREAS, in connection with the proposed formation of the District, the City proposes to enter into a Joint Community Facilities Agreement (the "JCFA") with the Elsinore Valley Municipal Water District (the "Water District") and the Developer, relating to certain facilities proposed to be financed by the District and owned and operated by the Water District and the form of the JCFA is on file with the City Clerk;

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

Section 1. Each of the above recitals is true and correct.

Section 2. A community facilities district to be designated "Community Facilities District No. 2022-3 (Verano) of the City of Wildomar" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2022-3 are established as shown on the map designated "Proposed Boundary Map Community Facilities District No. 2022-3 (Verano) of the City of Wildomar, County of Riverside, State of California", which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of Riverside in Book No. 90, Page No. 7 on November 15, 2022 as Instrument No. 2022-0470815.

Section 4. The types of Facilities and Incidental Expenses authorized to be provided for Community Facilities District No. 2022-3 are those set forth in Attachment A attached hereto. The estimated cost of the Facilities and Incidental Expenses to be financed is set forth in the Engineer's Report, which estimates may change as the Facilities are designed and bid for construction and acquisition, as applicable.

The City is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act. The City Council finds and determines that the

proposed Facilities are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Facilities to be financed, including those to be financed pursuant the JCFA to be entered into with the Water District, benefit residents of the City and the future residents of the District.

Section 5. Except where funds are otherwise available, it is the intention of this City Council, subject to the approval of the eligible voters of the District, to levy annually a Special Tax at the rates set forth in the Rate and Method on all non-exempt property within the District sufficient to pay for (i) the Facilities, (ii) the principal and interest and other periodic costs on the bonds proposed to be issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees and other expenses of the type permitted by Section 53345.3 of the Act; and (iii) the Incidental Expenses. The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the District, the issuance of bonds, the levying and collecting of the Special Tax, the completion and inspection of the Facilities and the annual administration of the bonds and the District. The Rate and Method is described in detail in Attachment C to Resolution No. 2022-56 and incorporated herein by this reference, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Engineer's Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2022-3 will place on the Facilities and on the benefit that each parcel will derive from the right to access the Facilities and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor's parcel in accordance with the Rate and Method provided, however, that the Special Tax shall not be levied after Fiscal Year 2064-65. The Special Tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such Special Tax is not on or based upon the ownership of real property or the assessed value of real property.

If Special Taxes of the District are 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 authorized under the Rate and Method, (ii) the Special Tax shall not be levied after Fiscal Year 2064-65, and (iii) under no circumstances will the Special Tax levied 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 above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The City Manager of the City of Wildomar, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

Section 6. 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 in the Rate and Method, or in the event of delinquencies in the payment of Special Taxes levied, subject to the maximum special taxes specified in the Rate and Method, the City Council shall, on behalf of Community Facilities District No. 2022-3, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property

within Community Facilities District No. 2022-3 which is not exempt or delinquent in order to yield the required debt service payments on any outstanding bonds of the District, or to prevent the District from defaulting on any of its other obligations or liabilities; provided, however, under no circumstances will the Special Tax levied against any 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 above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The amount of the Special Tax will be set in accordance with the Rate and Method. The obligation to pay Special Taxes may be prepaid only as set forth in Section G of the Rate and Method.

Section 7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the District ceases.

Section 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2022-3, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2022-3 and will be benefited by the Facilities proposed to be provided within Community Facilities District No. 2022-3.

Section 9. It is hereby further determined that there is no *ad valorem* property tax currently being levied on property within proposed Community Facilities District No. 2022-3 for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services to the territory of Community Facilities District No. 2022-3 as are proposed to be provided by the Facilities to be financed by Community Facilities District No. 2022-3.

Section 10. Written protests against the establishment of the District have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 11. An election is hereby called for Community Facilities District No. 2022-3 on the propositions of levying the Special Tax on the property within Community Facilities District No. 2022-3 and establishing an appropriations limit for the District pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness, pursuant to Sections 53351 and 53353.5 of the Act. The language of the propositions to be placed on the ballot is attached hereto as Attachment B.

Section 12. The date of the election for Community Facilities District No. 2022-3 on the propositions of incurring the bonded indebtedness, authorizing the levy of the Special Tax and establishing an appropriations limit for the District shall be December 14, 2022, or such later date as is consented to by the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") of the City of Wildomar; provided that, if the election is to take place sooner than 90 days after December 14, 2022, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the close of the public hearing on December 14, 2022. The election shall

be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Wildomar insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of this resolution, and all ballots shall be received by, and the City Clerk shall close the election by, 9:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2022-3. The City Clerk has secured a certificate from the Registrar of Voters of the County of Riverside certifying that there were no registered voters within the District as of November 11, 2022. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding December 14, 2022, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2022-3, as provided in Section 53326 of the Act. The sole landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on December 14, 2022, which waiver is on file with the City Clerk.

Section 13. 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 14. The preparation of the Engineer's Report is hereby ratified. The Engineer's Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2022-3. The Engineer's Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 15. The form of the Funding Agreement on file with the City Clerk is approved as to form, and the City Manager and any written designee thereof, are authorized to execute the Funding Agreement in substantially the form on file with the City Clerk, together with such changes as are approved by the officer executing the same, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.

Section 16. The form of the JCFA on file with the City Clerk is approved as to form, and the City Manager and any written designee thereof, are authorized to execute the JCFA in substantially the form on file with the City Clerk, together with such changes as are approved by the officer executing the same, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.

Section 17. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December, 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 December 14, 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.

ATTACHMENT B

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2022-3
(VERANO) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

December 14, 2022

PROPOSITION A: Shall Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "District") incur an indebtedness and issue one or more series of bonds in the maximum aggregate principal amount of $7,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2022-56 of the City Council of the City of Wildomar?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2022-56 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2022-56, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2022-23, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2022-3 be an amount equal to $3,500,000?	YES_____ NO_____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $7,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

WHEREAS, on November 9, 2022, the City Council of the City of Wildomar (the "City Council") adopted Resolution No. 2022-56 stating its intention 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, as amended (the "Act"); and

WHEREAS, on November 9, 2022, the City Council also adopted Resolution No. 2022-57 stating its intention to incur bonded indebtedness in the amount of up to $7,000,000 within proposed Community Facilities District No. 2022-3 to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities identified in Attachment B to Resolution No. 2022-56, and (2) the incidental expenses to be incurred in financing such public facilities and forming and administering the District, as identified in Attachment B to Resolution No. 2022-56; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2022-3 and to incur bonded indebtedness in the amount of up to $7,000,000 within the boundaries of proposed Community Facilities District No. 2022-3; and

WHEREAS, on December 14, 2022, this City Council conducted a noticed public hearing to determine whether it should proceed with the formation of Community Facilities District No. 2022-3, issue bonds to pay for the facilities and incidental expenses described in Resolution No. 2022-56 and authorize the rate and method of apportionment of a special tax to be levied within Community Facilities District No. 2022-3 for the purposes described in Resolution No. 2022-56; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2022-3, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed facilities and incidental expenses were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to such hearing adopted Resolution No. 2022-__ establishing Community Facilities District No. 2022-3 (the "Resolution of Formation") and authorizing the financing of the public facilities (the "Facilities") and the incidental expenses (the "Incidental Expenses") described in Attachment A thereto; and

WHEREAS, the City Council desires to make the necessary findings to incur bonded indebtedness within the District, to declare the purpose for said debt, and to authorize the

submittal of a proposition to issue bonded indebtedness to the voters of the District, being the landowners within the proposed District, all as authorized and required by law;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. It is necessary to incur bonded indebtedness in a maximum aggregate principal amount not to exceed $7,000,000 within Community Facilities District No. 2022-3.

Section 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities and financing the Incidental Expenses, as described in the Resolution of Formation, and carrying out the powers and purposes of Community Facilities District No. 2022-3, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees and other expenses of the type authorized by Section 53345.3 of the Act.

Section 3. The whole of the property within Community Facilities District No. 2022-3, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to Resolution No. 2022-56 as Attachment C, shall pay for the bonded indebtedness pursuant to the levy of the special tax authorized by the Resolution of Formation.

Section 4. The maximum term of the bonds to be issued shall in no event exceed 35 years or such longer term as is then permitted by law.

Section 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

Section 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or fixed rate shall not exceed the maximum rate permitted by Section 53531 of the Government Code, or any other applicable provision of law limiting the maximum interest rate on the bonds.

Section 7. Pursuant to Section 53351 of the Act, a special election is hereby called for Community Facilities District No. 2022-3 on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness in the maximum aggregate principal amount of $7,000,000 shall be in the form of Proposition A set forth in Attachment A hereto. In accordance with Sections 53351(h) and 53353.5 of the Act, the election shall be consolidated with the special election called on the proposition of levying a special tax within the District as described in the Resolution of Formation, which proposition shall be in the form of Proposition B set forth in Attachment A hereto, and on the proposition of establishing an appropriations limit for the District, which proposition shall be in the form of Proposition C set forth in Attachment A hereto.

Section 8. The date of the special election for Community Facilities District No. 2022-3 on the propositions of incurring the bonded indebtedness, authorizing the levy of the special tax

and setting an appropriations limit shall be December 14, 2022, or such later date as is consented to by the City Clerk, or a Deputy City Clerk of the City (referred to herein as the "City Clerk"); provided that, if the election is to take place sooner than 90 days after December 14, 2022, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the public hearing on December 14, 2022. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Wildomar insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of the Resolution of Formation, and this resolution and all ballots shall be received by and the City Clerk shall close the election by 9:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2022-3. The City Clerk has secured a certificate of the Registrar of Voters of the County of Riverside certifying that there were no registered voters within the District as of November 11, 2022. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding December 14, 2022, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2022-3, as provided in Section 53326 of the Act. The sole landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on December 14, 2022, which waiver is on file with the City Clerk.

Section 9. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December, 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 December 14, 2022 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

December 14, 2022

PROPOSITION A: Shall Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "District") incur an indebtedness and issue one or more series of bonds in the maximum aggregate principal amount of $7,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2022-56 of the City Council of the City of Wildomar?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2022-56 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2022-56, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2022-23, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2022-3 be an amount equal to $3,500,000?	YES_____ NO_____

RESOLUTION NO. __-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

WHEREAS, the City Council of the City of Wildomar called and duly held an election on December 14, 2022 within the boundaries of Community Facilities District No. 2022-3 (Verano) of the City of Wildomar ("Community Facilities District No. 2022-3" or the "District") pursuant to Resolution Nos. 2022-__ and 2022-__ for the purpose of presenting to the qualified electors within the District Propositions A, B and C, attached hereto as Attachment A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") canvassing the results of the election, a copy of which is attached hereto as Attachment B;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. Propositions A, B and C presented to the qualified electors of the District on December 14, 2022 were approved by more than two-thirds of the votes cast at said election and Propositions A, B and C each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue one or more series of bonds in an aggregate amount not to exceed $7,000,000 specified in Proposition A.

Section 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December, 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 December 14, 2022 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2022-3
(VERANO) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

December 14, 2022

PROPOSITION A: Shall Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "District") incur an indebtedness and issue one or more series of bonds in the maximum aggregate principal amount of $7,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2022-56 of the City Council of the City of Wildomar?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2022-56 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2022-56, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2022-23, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2022-3 be an amount equal to $3,500,000?	YES_____ NO_____

ATTACHMENT B

CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Janet Morales, City Clerk of the City of Wildomar, do hereby certify that I have examined the returns of the Special Tax and Bond Election for Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "City"). The election was held in the Wildomar City Hall Council Chambers 23873 Clinton Keith Rd. Suite 106, Wildomar, CA 92595, on December 14, 2022. I caused to be delivered ballots to each qualified elector. ____ (__) ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A, B and C are as follows:

PROPOSITION A	PROPOSITION B	PROPOSITION C
YES:	YES:	YES:
NO:	NO:	NO:
TOTAL:	TOTAL:	TOTAL:

Dated this 14th day of December, 2022.

Janet Morales
Janet Morales, City Clerk
City of Wildomar

ORDINANCE NO. ___-___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

Whereas, on November 9, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") adopted Resolution No. 2022-56 declaring its intention to form Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and its Resolution No. 2022-57 declaring its intention to incur bonded indebtedness for the District; and

Whereas, on December 14, 2022, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain public facilities described in Resolution No. 2022-56 and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of up to $7,000,000 of bonded indebtedness as described in Resolution No. 2022-57; and

Whereas, at the December 14, 2022 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the facilities described in Resolution No. 2022-56 and to secure the payment of up to $7,000,000 of bonded indebtedness of the District as described in Resolution No. 2022-57 (the "Bonds") were heard and a full and fair hearing was held; and

Whereas, on December 14, 2022, the City Council adopted Resolution Nos. 2022-__ and 2022-__ which formed the District and called a special election within the District on December 14, 2022 on three propositions relating to the levy of a special tax within the District, the issuance of the Bonds and the establishment of an appropriations limit within the District; and

Whereas, on December 14, 2022, a special election was held within the District at which the qualified electors approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of a special tax within the District for the purposes described in Resolution No. 2022-56, the issuance of the Bonds as described in Resolution No. 2022-57 and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, ORDAINS AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to Resolution No. 2022-56, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment in full of the Bonds (including any bonds issued to refund the Bonds), payment of all costs of the public facilities and services authorized to be financed by the District, and payment of all costs of administering the District.

Section 3. Each of the Mayor, the City Manager, or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year until the Bonds are paid in full, the facilities have been paid for, and provision has been made for payment of all of the administrative costs of the District.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section G of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. 2022-__ or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and Resolution No. 2022-__.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of the Bonds (including any bonds issued to refund the Bonds), together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds (including any bonds issued to refund the Bonds), order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax, as authorized by the Act.

Section 8. The Mayor of the City shall sign this Ordinance and the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in The Press Enterprise, a newspaper of general circulation published and circulated in the City of Wildomar.

Section 9. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 10. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of Riverside, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 11. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 12. This Ordinance shall take effect thirty days after its final passage.

Passed and Adopted on this ___th day of _____, 2023.

_____
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 Ordinance No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of _____, 2023 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

REBECCA SPENCER
Registrar of Voters

ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

State of California)
) ss
County of Riverside)

I, **Rebecca Spencer**, Registrar of Voters of said County, hereby certify that:

(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2022-3 (Verano), of the City of Wildomar, of the County of Riverside, State of California.

(B) On November 11, 2022, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2022-3 (Verano), of the City of Wildomar, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2022-3 (Verano), of the City of Wildomar, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 11th day of November 2022.

Rebecca Spencer
Registrar of Voters

By: _____
Art Tinoco
Assistant Registrar of Voters

CITY OF WILDOMAR

PUBLIC HEARING REPORT



CFD NO. 2022-3 (VERANO)

DECEMBER 14, 2022

SPICER CONSULTING GROUP

Table of Contents

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Appendices

A	Rate and Method of Apportionment
B	Boundary Map
C	Resolution of Intention

Background

On November 9, 2022, the City Council (the "City Council") of the City of Wildomar (the "City"), adopted a Resolution of Intention to form Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "CFD No. 2022-2"), Resolution No. 2022-56, pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, (the "Act").

CFD No. 2022-3 is currently comprised of two parcels and approximately 15.4 gross acres. A Tract Map 37476 includes 77 proposed single family residential properties. The properties are generally located to the east of Monte Vista Drive and south of Summer Sage Way, within the City of Wildomar, California.

For a map showing the boundaries of CFD No. 2022-3 please see Appendix B.

Purpose of Public Hearing Report

WHEREAS, this Community Facilities District Report ("Report") is being provided to the City Council and generally contains the following:

1. A brief description of CFD No. 2022-3;

2. A brief description of the Facilities required at the time of formation to meet the needs of CFD No. 2022-3.

3. A brief description of the Boundaries of CFD No. 2022-3; and

4. An estimate of the cost of financing the bonds used to pay for the Facilities, including all costs associated with formation of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District, and any other incidental expenses to be paid through the proposed financing.

For particulars, reference is made to the Resolution of Intention as previously approved and adopted and is included in Appendix C.

NOW, THEREFORE, the undersigned, authorized representative of Spicer Consulting Group, LLC, the appointed responsible officer, or person directed to prepare this Report, does hereby submit the following data:

Description of the Facilities

A Community Facilities District may pay for facilities which may include all amounts necessary to eliminate any fixed special assessment liens or to pay, repay, or defease any obligation to pay for any indebtedness secured by any tax, fee, charge, or assessment levied, provide for the purchase, construction, expansion, or rehabilitation for any real or other tangible property with an estimated useful life of five (5) years or longer, which is necessary to meet increased demands placed upon local agencies as a result of development and/or rehabilitation occurring within the District.

The types of facilities that are proposed by CFD No. 2022-3 and financed with the proceeds of special taxes and bonds issued by CFD No. 2022-3 consist of 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.

Incidental Expenses

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

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

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.

All costs associated with the creation of CFD No. 2022-3, the issuance of bonds, the determination of the amount of special taxes to be levied, costs incurred in order to carry out the authorized purposes of CFD No. 2022-3, including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2022-3 and any obligations.

The description of the eligible public facilities, services and incidental expenses above are preliminary and general in nature. The final plans and specifications approved by the applicable public agency may show substitutes or modifications in order to accomplish the work or serve the new development and any such substitution or modification shall not constitute a change or modification in the proceedings relating to CFD No. 2022-3.

Below is the estimated cost of facilities to be provided to the District.

a) The cost estimate of facilities, including incidental expenses, to be financed through the issuance of CFD No. 2022-3 Bonds is estimated to be $4,333,157 based upon current dollars (Fiscal Year 2022-23).

b) For further particulars please reference Table 3-1 below and incorporated herein by reference.

c) Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD No. 2022-3 may be used only to pay for the cost of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of special taxes, collection of special taxes, payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District. The incidental expenses associated with the annual administration of CFD No. 2022-3 are estimated to be $30,000 in the initial Fiscal Year. However, it is anticipated that the incidental expenses will vary due to inflation and other factors that may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

Table 3-1

Cost Estimate

City Fees	Total	Bond Allocation(1)
Police Facilities	$17,479	$17,479
Fire Facilities	$33,880	$33,880
Transportation - Roads	$237,776	$237,776
Transportation - Signals	$30,877	$30,877
Drainage - Medium Density	$113,960	$113,960
Animal Shelter	$19,250	$19,250
Community Centers	$36,498	$36,498
City Hall	$29,568	$29,568
Parks - Land	$45,969	$45,969
Parks - Improvement	$302,302	$302,302
Multi-Purpose Trails	$58,058	$58,058
Corporate Yard	$6,083	$6,083
City Facilities	$186,340	$186,340
Total City Fees	**$1,118,040**	**$1,118,040**

City Facilities	Total	Bond Allocation(1)
Offsite Street Improvements	$402,500	$402,500
Total City Facilities	**$402,500**	**$402,500**

Elsinore Valley Municipal Water District	Total	Bond Allocation(1)
EVMWD – Water Fee	$1,212,750	$1,212,750
EVMWD – Sewer Fee	$689,766	$689,766
Landscape (2" – 1.5" Meter)	$47,642	$47,642
Total Elsinore Valley Municipal Water District	**$1,950,158**	**$1,950,158**

Lake Elsinore Unified School District	Total	Bond Allocation(1)
School Fees	$910,027	$862,459
Total Lake Elsinore Unified School District	**$910,027**	**$862,459**

Total Eligible Fees/Improvements	$4,380,725	$4,333,157
Incidental Financing Costs		$941,843
Total Funded by Bond Proceeds		**$5,275,000**

Total Fees/Improvements to be Funded by Developer		**$47,568**

(1) Amounts are allocated based upon estimated bond sizing and may change abased upon market conditions at the time of bond issuance.

The CFD No. 2022-3 includes approximately 15.4 gross acres on two undeveloped assessor's parcels in Tract 37476 located in the City. The property within CFD No. 2022-3 is expected to be developed with 77 single family residential units. The District is located to the east of Monte Vista Drive and south of Summer Sage Way. As of Fiscal Year 2022-23 the proposed CFD No. 2022-3 includes the following Assessor's Parcel Numbers:

Assessor Parcel Number
367-140-008 (portion of)
367-140-010 (portion of)

A map showing the boundaries of CFD No. 2022-3 is included in Appendix B.

The Rate and Method of Apportionment allows each property owner within CFD No. 2022-3 to estimate the annual Special Tax amount that would be required for payment. The Rate and Method of Apportionment of the Special Tax established pursuant to these proceedings, is attached hereto as Appendix A (the "Rate and Method"). The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the CFD Administrator may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2022-3, and provided further that CFD No. 2022-3 may covenant to foreclose and may actually foreclose on parcels having delinquent Special Taxes as permitted by the Act.

All of the property located within CFD No. 2022-3, unless exempted by law or by the Rate and Method proposed for CFD No. 2022-3, shall be taxed for the purpose of providing necessary facilities to serve the District. The Boundary Map for CFD No. 2022-3 is attached hereto as Appendix B. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax may be based on the benefit received by property, the cost of making facilities or authorized services available or other reasonable basis as determined by the City, although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIIIA of the California Constitution. A property owner within the District may choose to prepay in whole or in part the Special Tax. The available method for so doing is described in Section G of the Rate and Method ("Prepayment of Special Tax").

For each year that any Bonds are outstanding the Special Tax shall be levied on all parcels subject to the Special Tax. If any delinquent Special Taxes remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 2022-3 for uncollected Special Taxes associated with the levy of such Special Taxes, but the Special Tax shall not be levied after 2064-2065 Fiscal Year.

For particulars as to the Rate and Method for CFD No. 2022-3, see the attached and incorporated in Appendix A.

Based on the information provided herein, it is my opinion that the described services herein are those that are necessary to meet increased demands placed upon the City of Wildomar as a result of development occurring within the CFD No. 2022-3 and benefits the lands within said CFD No. 2022-3. Further, it is my opinion that the special tax rates and method of apportionment, as set forth herein, are fair and equitable, uniformly applied and not discriminating or arbitrary.

Date: December 14, 2022

SPICER CONSULTING GROUP, LLC

SHANE SPICER
SPECIAL TAX CONSULTANT FOR
CITY OF WILDOMAR
RIVERSIDE COUNTY
STATE OF CALIFORNIA

APPENDIX A

Rate and Method of Apportionment

SPICER CONSULTING GROUP

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.

APPENDIX B

Boundary Map

SPICER CONSULTING
GROUP

COPY 90/7

SHEET 1 OF 1 SHEET

PROPOSED BOUNDARY MAP

COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) 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 9th DAY OF November, 2022, BY RESOLUTION NO. 2022-56

James Morales
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF November, 2022.

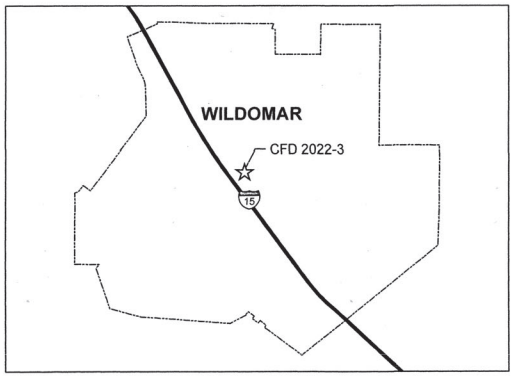
James Morales
CITY CLERK
CITY OF WILDOMAR



RECORDED THIS 15th DAY OF NOVEMBER, 2022 AT THE HOUR OF 10:44 O'CLOCK A.M IN BOOK 90 PAGE 7 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $9.00 NO.: 2022-0470815
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY



*THIS BOUNDARY INCLUDES LOTS 1 THROUGH 77 OF TRACT MAP NO. 37476 RECORDED SEPTEMBER 15, 2022 AS DOCUMENT NO. 2022-0395844.

LEGEND

- CFD BOUNDARY*
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER

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

APPENDIX C

Resolution of Intention

SPICER CONSULTING GROUP

RESOLUTION NO. 2022 - 56

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, CMC
City Clerk

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

PROPOSED BOUNDARY MAP

COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) 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____.

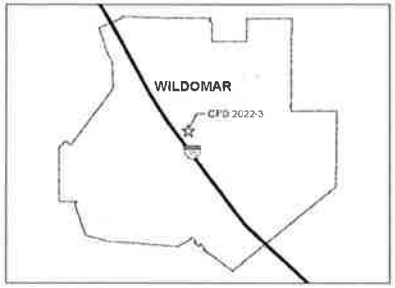
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CITY CLERK
CITY OF WILDOMAR

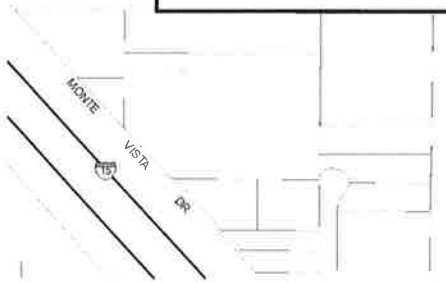


RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY





*THIS BOUNDARY INCLUDES LOTS 1 THROUGH 77 OF TRACT MAP NO. 37476 RECORDED SEPTEMBER 15, 2022 AS DOCUMENT NO. 2022-0395844.

LEGEND

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

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.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2022 – 56 was duly adopted at a regular meeting held on November 9, 2022, by the City Council of the City of Wildomar, California, by the following vote:

AYES: DePhillippo, Moore, Nigg, Mayor Pro Tem Morabito, Mayor Benoit

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA



CITY OF WILDOMAR

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SPICER CONSULTING GROUP

COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO)
OF THE CITY OF WILDOMAR

ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT

THIS ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT (the "Agreement") is made and entered into by and between CITY OF WILDOMAR (the "City"), acting for and on behalf of itself and COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR (the "Community Facilities District" or "CFD") and KB HOME COASTAL INC., a California corporation (the "Developer"), each individually a "Party" and collectively the "Parties."

WHEREAS, Developer has requested that the City consider the formation of a community facilities district pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), and undertake proceedings for the authorization of special taxes and issuance of bonded indebtedness for the payment of the construction and/or acquisition of certain improvements to be owned, operated or maintained by the City, Elsinore Valley Municipal Water District (the "Water District") and Lake Elsinore Unified School District (the "Lake Elsinore Unified School District"), and incidental expenses in accordance with the Act; and

WHEREAS, in order to proceed in a timely way with development of its property within the CFD which is described in the attached **Exhibit "A"** (the "Developer Property"), Developer desires to fund through the Community Facilities District (i) the City's acquisition or construction of certain improvements that are to be owned, operated and maintained by the City or are otherwise required to be constructed by the City ("City Improvements"), as more particularly set forth and described in the Description of Cost Estimates attached hereto as **Exhibit "B,"** (ii) improvements included in the City's fee programs (the "City Fee Facility Improvements"), as more particularly set forth and described in **Exhibit "B,"** and (iii) the improvements of the Water District and the Lake Elsinore Unified School District described in **Exhibit "C"** hereto (the "Miscellaneous Improvements" and together with the City Improvements and the City Fee Facilities Improvements, collectively the "Improvements"); and

WHEREAS, the City is authorized by the Act to form the CFD and to issue bonds secured by Special Taxes (as defined in Section 2.2) of the CFD (the "Bonds") to fund the Improvements; and

WHEREAS, the City Council has adopted the City's policies and procedures concerning the use of special district financing programs to finance the Improvements (the "Policy"); and

WHEREAS, the purpose of this Agreement is to constitute a formal understanding between Developer and the City (pursuant to the requirements of Government Code Section 53313.51 and other provisions of the Act and the Policy) concerning financial and other obligations and responsibilities related to the formation of the Community Facilities District and the Improvements to be financed by the Community Facilities District, when and if formed, to the extent funds are available, and to set forth the conditions upon which (1) the Community Facilities District will reimburse Developer or its designee for the cost of the City Improvements constructed by or on behalf of the Developer and (2) the Community Facilities District will fund the City Fee Facility Improvements thereby satisfying corresponding City fees; and (3) the Community Facilities District will also fund the Miscellaneous Improvements described in **Exhibit "C."**

NOW, THEREFORE, it is mutually agreed between the respective Parties as follows:

1. Feasibility Study. The City has retained, at the Developer's expense, the necessary consultants to analyze the proposed formation of the CFD, including the special tax consultant, bond counsel, and other consultants deemed necessary by the City. The Developer has advanced to the City a sum of money for such costs, all or a part of which may be eligible for reimbursement from the CFD in accordance with the Reimbursement Agreement dated as of November 9, 2022 (the "Reimbursement Agreement") between the Developer and the City.

2. Sale of Bonds.

2.1 Requirements for the Issuance of Bonds. The total annual amount of the special taxes to be collected with respect to a parcel within the CFD and all other taxes and assessments which will be collected with respect to such parcel must not exceed two percent (2%) of the expected assessed value of such parcel within the Community Facilities District upon the completion of all expected structural improvements to such parcel. Such assessed value may be based on the actual sales price of such parcel to the initial purchaser.

The parties hereby agree that, unless waived by the City, at the time of issuance of the Bonds, the following requirements shall be met: (1) the ratio of the value of all parcels of property for which the Bonds are being issued to the amount of outstanding community facilities district or assessment district bonds attributable to such parcels (the "Value-to-Lien Ratio") may not be less than four-to-one (4:1) and (2) at least 50% of the proposed residential units within the Community Facilities District shall have been completed and conveyed to individual homeowners. The fair market value of the property within the Community Facilities District for purposes of determining the foregoing ratio will be determined based on the assessed value of the property or the appraised value of the property based on the appraisal made by an appraiser selected by the City with a valuation date within ninety (90) days of the issuance of the Bonds. Subject to satisfaction of the Policy and the requirements of this Agreement, the City shall use its best efforts to issue and sell the Bonds in one or more series in an amount sufficient to fund the Improvements in accordance with the schedule for development of the Developer Property.

2.2 Security for Payment of Special Taxes.

(a) Concurrently with the issuance and sale of each series of the Bonds, the owner of any land within the Community Facilities District which the City has determined, in its sole discretion, to use in the sizing of such series of Bonds (the "Sizing Property"), together with any Sizing Property owned by any affiliate (collectively, an "Account Party"), for which the Maximum Special Taxes for the then-current fiscal year (as defined in the Rate and Method of Apportionment of Special Tax for the Community Facilities District (the "Rate and Method") and such Special Tax referred to herein as the "Special Tax" or "Special Taxes"), are equal to or exceed 20% of the aggregate Maximum Special Taxes authorized to be levied on the Sizing Property in such fiscal year, shall deliver to the City either (i) a renewable irrevocable instrument of credit from a financial institution (rated "A" or better) and approved by the City, or (ii) cash in-lieu thereof (a "Security"). The Security shall be in an amount equal to 200% of the product of the maximum annual debt service on the Bonds proposed to be issued times a fraction the numerator of which is the aggregate Maximum Special Taxes on the Sizing Property in the then current fiscal year applicable to the land owned by the Account Party and the denominator of which is the total Maximum Special Taxes applicable to all of the Sizing Property in such fiscal year (the "Stated Amount"). The Security shall be maintained by the Account Party in each fiscal year until terminated in accordance with Section 2.2(c) below. While the Security is still required the Stated Amount of such Security shall be reduced as set forth in a Certificate of Reduction or Termination (as defined in Section 2.2(c) below).

The Security shall name the City as a beneficiary and shall provide that the City may draw an amount equal to any delinquencies in payment of semiannual installments of the Special Taxes levied on property owned by the Account Party in the Community Facilities District. The total amount to be drawn under the Security shall not exceed an amount equal to the Special Taxes owed by the Account Party with respect to property within the Community Facilities District that is delinquent at the time the draw is made. The amount drawn on the Security shall be applied in the same manner and for the same purposes as the delinquent Special Taxes would have been applied; provided, however the payment of a draw under the Security will not be deemed to cure the delinquency in payment of the Special Taxes.

If, subsequent to a draw on the Security and prior to the satisfaction of any reimbursements due to the institution providing the Security (the "Security Provider") pursuant to this Agreement, the City receives payment of all or a portion of the delinquent Special Taxes or the proceeds of a sale of delinquent real property pursuant to foreclosure proceedings ("Delinquency Proceeds") for a parcel for which the Security has been drawn, the Security Provider (or its designee, which may be the Developer) shall be reimbursed for such draws to the extent of Delinquency Proceeds net of the City's costs of collection. The Security Provider is intended by the Parties to be a third party beneficiary of this Section 2.2.

(b) The Security shall be renewed, or a substitute Security reasonably satisfactory to the City (a "Substitute Security") provided, not less than thirty (30) calendar days prior to the expiration of the Security or Substitute Security then in effect. If the Account Party provides a Substitute Security to the City, then the City shall return any existing Security on the effective date of the Substitute Security to the Security Provider.

If the Security is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Security as set forth in Section 2.2(c) below have not then been met, the full amount of the Security may be drawn by the City and deposited in an account established under the Indenture (as hereinafter defined) or in such account established with a financial institution selected by the City. Thereafter, amounts in such account shall be held as security, and if Special Taxes owed by the Account Party with respect to property within the Community Facilities District are not paid prior to delinquency, then such amounts in such account may be applied by the City to pay the delinquent Special Taxes owed by the Account Party with respect to such property on the same terms and conditions applicable hereunder to draws on the Security.

At such time as the Security is renewed, or a Substitute Security is accepted by the City, or the requirement for the Security has been terminated pursuant to this section, the City or its designee, shall release all amounts in the Security account to the Security Provider (or its designee, which may be the Developer) within ten (10) calendar days from the date of renewal or acceptance.

(c) Following the sale or transfer by the Account Party of any property to a person other than the Account Party, or upon the prepayment of the Special Tax obligation for a parcel owned by the Account Party, the Account Party shall notify the Community Facilities District of such event, in writing, and, if requested by the Account Party, the Stated Amount of the Security shall be reduced and be recalculated in accordance with this Section 2.2; provided, however, that any costs associated with the recalculation and reduction shall be borne by the Account Party. Subject to Section 2.2(d) below, the Stated Amount may be reduced to an amount equal to 200% of the product of the maximum annual debt service on the outstanding Bonds times a fraction the numerator of which is the aggregate Maximum Special Taxes applicable to the Sizing Property

owned by the Account Party and the denominator of which is the total Maximum Special Taxes to all of the Sizing Property as of the date of calculation. The Security shall be terminated when the Account Party has paid all Special Taxes in the current fiscal year and the Sizing Property owned by the Account Party is expected to be responsible for less than 20% of the Maximum Special Taxes in the next fiscal year.

Reduction or termination of a Security shall occur automatically upon submission to the Security Provider by the Fiscal Agent of a "Certificate of Reduction or Termination" upon evaluation of the Certificate of Reduction or Termination by the City. The City shall deliver to the Security Provider such Certificate of Reduction or Termination promptly upon receiving from the Account Party a certification which shall be made under penalty of perjury and which shall indicate (i) the legal description of all Sizing Property owned by the Account Party, and either (ii) a recalculation of the new Stated Amount that the Account Party proposes be applicable to the Security or (iii) if termination of the Security is requested, a statement that one of the requirements set forth in the preceding paragraph for termination of the Security has been satisfied.

The Account Party shall notify the City of any events that will result in a reduction of the Stated Amount of the Security and shall provide the City with verification of said events. The Account Party may provide the City with a Substitute Security in the reduced amount, and the Fiscal Agent shall release and return to the Security Provider the Security then in effect. The Parties expressly acknowledge that the Account Party's failure to so notify the City or to reduce the Security at the times prescribed herein shall in no way effect or invalidate sale or transfer of property, or recordation of maps on property.

(d) If the Sizing Property is sold or transferred by an Account Party with the result that the Sizing Property owned by the transferee or any of its affiliates ("Transferee") is responsible for 20% or more of the aggregate Maximum Special Taxes of all Sizing Property, a Security on the same terms specified in Section 2.2(a) above will be furnished by Transferee with respect to all land owned by such Transferee with respect to the Sizing Property. Any applicable purchase and sale agreement and/or escrow instructions shall notify the Transferee of this Security requirement and obligate the Transferee to provide such Security, if applicable. The Security of the Account Party will not be reduced to reflect the sale or transfer of such Sizing Property until a Security is furnished by the Transferee and accepted by the City. The issuing financial institution and the form and terms of said Security will be subject to reasonable prior approval by the City. All terms provided in this Section 2.2 are applicable to the Transferee by replacing the term "Account Party" at each place where it occurs in each section with the term "Transferee." Each provider of a Security for a Transferee shall be an express third party beneficiary of the provisions of this Section 2.2. Any costs related to the holding or maintaining the Security, including any fees of a fiscal agent, trustee or other depository shall be borne by the Account Party.

2.3 Major Landowner Initial and Continuing Disclosure. An owner of land which is responsible for twenty percent (20%) or more of the Special Tax in the fiscal year in which the Bonds are issued or in the fiscal year following the fiscal year in which the Bonds are issued (a "Major Landowner") will be required to provide all information regarding the development of its property, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and all other applicable federal and state securities laws. Additionally, Developer acknowledges that, if it is a Major Landowner at the time of issuance of the Bonds, it will be necessary that Developer enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned

by Developer within the Community Facilities District as necessary to assist the underwriter in complying with the continuing disclosure requirements of the Rule and/or to assist in the marketing of the Bonds.

2.4 Bond Issuance Parameters. The terms and conditions upon which each series of the Bonds shall be issued and sold, the method of sale of the Bonds and the pricing of the Bonds shall be determined solely by the City in its reasonable discretion in conformance with the requirements of Government Code Section 53313.5, the Act, the Policy, and this Agreement. The Bonds shall be issued with a term not to exceed 35 years and annual debt service on the Bonds shall be permitted to escalate by two percent (2%) per year consistent with the annual escalation of the Special Tax pursuant to the Rate and Method. The proceeds of the Bonds shall be used in the following priority to (1) fund a reserve fund for the payment of principal and interest with respect to the Bonds in an amount equal to the least of (i) ten percent (10%) of the total bond issue, (ii) maximum annual debt service on Bonds, or (iii) 125% of average annual debt service; (2) fund up to eighteen (18) months of capitalized interest, or such lesser amount requested by the Developer; (3) pay for costs of issuance of the Bonds including, without limitation, underwriter's discount, bond counsel and disclosure counsel fees, appraisal and special tax consultant fees, printing, and fiscal agent fees; (4) pay for the costs of forming the Community Facilities District and any change proceedings for the Community Facilities District; and (5) pay for the actual costs of the Improvements. The Community Facilities District shall maintain records relating to the disbursements of proceeds of the sale of the Bonds. The Indenture or Resolution or Fiscal Agent Agreement (hereinafter "Indenture") for the Bonds shall establish an acquisition and construction fund or improvement fund (herein, the "Improvement Fund") to be held by the fiscal agent ("Fiscal Agent") into which shall be deposited initially the proceeds of the Bonds net of the amount of proceeds required to fund items (1) through (4) in the second preceding sentence. The Indenture shall also establish separate accounts of the Improvement Fund designated the "City Improvements Account," "City Fee Facility Improvements Account," and any Miscellaneous Improvement Account(s) for the Miscellaneous Improvements described in **Exhibit "C,"** into which shall be deposited such portions of the Improvement Fund as agreed by the Parties and directed by the City in writing at or subsequent to the closing of the sale of the Bonds consistent with the following priorities:

(a) An amount sufficient to fund the reasonable, current estimated cost of the City Fee Facility Improvements anticipated to be funded out of the Bonds being issued shall be deposited in the City Fee Facility Improvements Account (any Special Taxes levied in the CFD and collected by the CFD remaining after the payment of administrative expenses of the CFD and the reimbursement of the Developer for CFD formation costs pursuant to Section 1 hereof shall be deposited into the City Fee Facility Improvements Account at the time of Bond issuance, unless otherwise directed in writing by the Developer);

(b) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated costs of the City Improvements shall be deposited, or later transferred, to the City Improvements Account; and

(c) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated cost of the Miscellaneous Improvements described in **Exhibit "C"** hereto, anticipated to be funded out of the Bonds being issued shall be deposited, or later transferred, to the applicable Miscellaneous Improvement Account(s).

Interest earned on moneys deposited in each of the City Fee Facility Improvements Account, the City Improvements Account and the Miscellaneous Improvement Account(s) shall remain in such accounts until such time as all of the Improvements have been funded. Additionally, the Developer may direct the CFD to transfer excess moneys in any of the City Fee Facility Improvements Account, the City Improvements Account or the Miscellaneous Improvement Account(s) to another Account. The Indenture shall provide that amounts remaining in the Improvement Fund after funding all proposed Improvements (such completion of funding to be agreed by the City and the Developer) shall be deposited in the special tax fund or bond service fund and be applied to pay debt service on the Bonds and/or to call Bonds in advance of maturity.

3. Allocation of Special Taxes. Prior to the issuance of Bonds, the City Council of the City, acting as the legislative body of the Community Facilities District, shall levy Special Taxes at the assigned special tax rate on all parcels classified as Developed Property pursuant to the Rate and Method. Such Special Taxes collected by the City shall first be applied to fund annual administrative expenses of the Community Facilities District and then to fund Improvements in the same manner as the proceeds of Bonds as set forth herein, provided, however, that the use of the Special Taxes to fund any Miscellaneous Improvements shall be at the City's sole discretion. Prior to the issuance of Bonds, such Special Taxes collected by the City each fiscal year in excess of that required to fund annual administrative expenses of the Community Facilities District shall be deposited in a special fund of the City, which shall also be referred to as the City Improvements Account. Upon the issuance of the Bonds, such City Improvements Account shall be closed and all funds then remaining in it shall be transferred to the City Improvements Account of the Improvement Fund that is established with the issuance of the Bonds prior to the deposit of Bond proceeds.

Upon sale and delivery of the Bonds, the City shall annually levy the Special Tax as provided for in documents pursuant to which the Bonds were issued. Following the issuance of the Bonds, the City shall have no obligation to levy Special Taxes to reimburse the Developer for the costs of any Improvements not paid for from Bond proceeds or out of the Improvement Fund. The entire amount of any Special Tax levied by the Community Facilities District to repay the Bonds and recover costs and expenses allowable pursuant to Government Code Section 53313.5, shall be allocated to the Community Facilities District.

4. Notice of Special Tax. Developer shall provide written notice to all potential initial purchasers of lots advising of the special tax obligation applicable to the Developer Property in the form required by Section 53341.5 of the Government Code.

5. Design Plans and Specifications. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements. All plans, specifications and bid documents for the City Improvements ("Plans") constructed or to be constructed by the Developer shall be prepared by the Developer at the Developer's initial expense, subject to approval by the applicable public agency. Costs for preparation of the Plans will be eligible for reimbursement, conditioned upon the final approval of the applicable public agency and the availability of funds. Reimbursement of costs for plan revisions will be considered on a case by case basis. All facilities which were not complete prior to the formation of the District, as determined by the City, shall be bid in accordance with "public works" requirements of Section 7 to be eligible for reimbursement.

6. Construction of Improvements. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the

adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

6.1 Acquisition of City Improvements. Upon the approval of Plans for a City Improvement, the Developer will provide for construction of such City Improvement in accordance with Sections 6.2 and 7 of this Agreement. Sections 6.2 and 7 specify the requirements for construction of the City Improvements that the City believes are necessary to ensure that such City Improvements are constructed as if they had been constructed under the direction and supervision, or under the authority of the City.

6.2 Acquisition. With respect to City Improvements, a qualified engineering firm (the "Field Engineer") shall be employed by the Developer to provide all field engineering surveys determined to be necessary by the City's inspection personnel. Field Engineer shall promptly furnish to City a complete set of grade sheets listing all locations, offsets, etc., in accordance with good engineering practices, and attendant data and reports resulting from Field Engineer's engineering surveys and/or proposed facility design changes. City shall have the right, but not the obligation, to review, evaluate and analyze whether such results comply with applicable specifications.

As necessary as determined by City, a full-time soil-testing firm, approved by City, shall be employed by the Developer to conduct soil compaction testing and certification. The Developer shall promptly furnish results of all such compaction testing to the City for its review, evaluation and decision as to compliance with applicable specifications. In the event the compaction is not in compliance with applicable specifications, the Developer shall be fully liable and responsible for the costs of achieving compliance. A final report certifying all required compaction in accordance with the specifications shall be a condition of final approval of facilities.

The costs of all surveying, testing and reports associated with the City Improvements furnished and constructed by the Developer's contractor(s) shall be eligible to be paid from funds in the City Improvements Account.

The City shall not be responsible for conducting any environmental, archaeological, biological, or cultural studies or any mitigation requirements that may be requested by appropriate Federal, State, and/or local agencies. Any such work shall be paid for and conducted by the Developer and reimbursed out of the City Improvements Account.

Should the Developer notify the City that the Developer is unable to complete such City Improvement, the City shall have the right but not the obligation to require the Developer to make an irrevocable offer of dedication to the City of the land owned by the Developer for the City Improvement identified in the notice and to assume responsibility for the work to be performed thereunder. In the event the City elects to assume the responsibility for any work on a previously awarded contract as described in the preceding sentence, the following will occur: (i) the Developer will make an irrevocable offer of dedication to the City of the land owned by the Developer for such City Improvement identified in the notice; (ii) to the extent permitted by law and the applicable contract, the Developer will assign all of the contracts for the work performed to date on the City Improvement identified in the notice to the City, if requested to do so by the City Manager; the City will use its best efforts to complete the City Improvement within a reasonable time frame; and upon completion of the City Improvement, to the extent there are Special Taxes or proceeds of the Bonds available following payment to the City for the costs of completing such City Improvement, the Developer will be reimbursed for the lesser of the cost or value of the previously unreimbursed satisfactory work performed or paid for by the Developer.

The cost of such work will be determined by taking the unreimbursed amounts expended by the Developer under the contract(s) taken over by the City and deducting any incremental cost incurred by the City to complete the work under the contracts in question. Incremental cost shall be costs in excess of the sum of the original contract cost plus change orders approved by the City.

7. Public Works Requirements.

7.1 City Requirements. In order that the City Improvements may be properly and readily acquired by the City, the Developer shall comply with all of the requirements in this Section 7.1 with respect to any such City Improvements to be acquired with funds in the City Improvements Account and the Developer shall provide such proof to the City as the City may reasonably require and at such intervals and in such form as the City may reasonably require, that the requirements under this Section 7.1 have been satisfied as to all such City Improvements. Notwithstanding the foregoing, City Improvements shall only be eligible for financing by the CFD if the City determines that the conditions under Section 53313.5 have been satisfied with respect to such City Improvements.

(a) The Developer shall prepare a bid package for review, comment and approval by the City Manager or his designee (the "City Representative") for any City Improvements bid after the effective date of this Agreement.

(b) For any City Improvements bid after the effective date of this Agreement, the Developer shall, after obtaining sealed bids for the construction of the City Improvements in conformance with the procedures and requirements of the City, submit to the City written evidence of such competitive bidding procedure, including evidence of the means by which bids were solicited, a listing of all responsive bids and their amounts, and the name or names of the contractor or contractors to whom the Developer proposes to award the contracts for such construction, which shall be the lowest responsible bidder.

(c) For any City Improvements bid after the effective date of this Agreement, the following provisions apply: the City Representative shall attend the bid opening for such City Improvements. If unable to attend the bid opening, the City Representative shall approve or disapprove of a contractor or contractors, in writing, within five (5) business days after receipt from the Developer of the name or names of such contractor or contractors recommended by the Developer. If the City Representative disapproves of any such contractor, the Developer shall select the next lowest responsible bidder from the competitive bids received who is acceptable to the City Representative.

(d) The specifications and bid and contract documents shall require all such contractors to pay prevailing wages and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects and as required by the procedures and standards of the City with respect to the construction of its public works projects.

(e) The Developer shall submit faithful performance and payment bonds in form and substance reasonably acceptable to the City with respect to the City Improvements.

(f) The Developer and its contractor and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the City

Improvements, which they will construct in conformance with the City's standard procedures and requirements. The City's insurance requirements are set out in Section 20 herein.

(g) The Developer and all such contractors shall comply with such other requirements relating to the construction of the City Improvements which the City may impose by written notification delivered to the Developer and each such contractor at the time either prior to the receipt of bids by the Developer for the construction of such City Improvements or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof; provided that such other requirements shall only be imposed to the extent the City reasonably determines they are required in order to comply with applicable law. In accordance with Section 7, the Developer shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code, and Public Contract Code.

(h) A "Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed and a "Significant Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed where such Change Order is larger than 10% of the contract amount for such City Improvement. After the effective date of this Agreement, the Developer shall receive comments from the City Representative prior to the Developer's approval of any Significant Change Order. The City Representative shall comment on or deny the Significant Change Order request within fifteen (15) business days of receipt of all necessary information. The City's comments to a Significant Change Order shall not be unreasonably delayed, conditioned or withheld. The Developer shall not be entitled to be compensated for costs associated with a Significant Change Order that has not been approved by the City Representative.

Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the City Improvements which are funded through Bond proceeds.

8. Inspection; Completion of Construction. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

The City shall have primary responsibility for inspecting the City Improvements to assure that the work is being accomplished in accordance with the Plans. Such inspection does not include inspection for compliance with safety requirements by the Developer's contractor(s). The City's personnel shall be granted access to each construction site at all reasonable times for the purpose of accomplishing such inspection. Upon satisfaction of the City's inspectors, the Developer shall notify the City in writing that a City Improvement has been completed in accordance with the Plans. Any actual costs reasonably incurred by the City for inspection not previously paid by the Developer shall be reimbursed from funds in the City Improvements Account.

Within three (3) business days of receipt of written notification from City inspectors that a City Improvement has been completed in accordance with the Plans, the City Representative shall notify the Developer in writing that such City Improvement has been satisfactorily completed. Upon receiving such notification, the Developer shall file a Notice of Completion with the County of Riverside Recorders Office, pursuant to the provisions of Section 3093 of the Civil Code. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing

thereon the date of filing with the County of Riverside (the "County"). City will in turn file a notice with the County for acceptance.

9. Liens. With respect to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, prior to any payment by the CFD to the Developer for such City Improvement, the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. With respect to City Improvements, upon the earlier of (i) receipt of all applicable lien releases, or (ii) expiration of the time for the recording of claim of liens as prescribed by Sections 3115 and 3116 of the Civil Code the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Acquisition Price; Source of Funds. The acquisition price of a City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD shall be its fair market value, as determined by the City Manager or his or her designee, as of the date of acquisition. The City shall consider input and data provided by the Developer prior to determining the final fair market value. The Actual Cost (as defined below) of the City Improvement shall be presumed to be its fair market value unless there is reasonable evidence that a lower amount is the fair market value.

The costs eligible to be included in the acquisition price of a City Improvement that is not described in the preceding paragraph (the "Actual Costs") shall include:

(i) The actual hard costs for the construction of such City Improvement as established by the City-approved construction contracts, Change Orders, and approved Significant Change Orders, including costs of payment, performance and maintenance bonds and insurance costs, pursuant to this Agreement;

(ii) The design and engineering costs of such City Improvement including, without limitation, the costs incurred in preparing the Plans;

(iii) The costs of environmental evaluations and public agency permits and approvals attributable to the City Improvement;

(iv) Costs incurred by the Developer for construction management and supervision of such City Improvement, not to exceed five percent (5%) of the actual construction cost;

(v) Professional costs associated with the City Improvement such as engineering, inspection, construction staking, materials, testing and similar professional services; and

(vi) Costs approved by the City in accordance with the Act of acquiring any real property or interests therein required for the City Improvement including, without limitation, temporary construction easements, temporary by-pass road and maintenance easements.

Provided the Developer has complied with the requirements of this Agreement, the City agrees to pay the acquisition price of a completed City Improvement to the Developer or its designee within thirty (30) days after the Developer's satisfaction of the preconditions to such payment stated herein, but only to the extent there are sufficient funds available in the City Improvements Account. Except in the case of a City Improvement described in the first paragraph of this Section, the acquisition price to be paid from Bond proceeds for the acquisition of a City Improvement by the City shall be the least of (1) the value of the City Improvement; or (2) the total of the Actual Costs of the City Improvement ("Acquisition Price"). The Actual Cost of the City Improvement shall be presumed to be its Acquisition Price unless there is reasonable evidence that a lower amount is the actual value.

As a condition to the payment of the Acquisition Price, the ownership of the completed City Improvement shall be transferred to the City by grant deed, bill of sale or such other documentation as such public agency may require free and clear of all taxes, liens, encumbrances, and assessments, but subject to any exceptions determined by the City to not interfere with the actual or intended use of the land or interest therein (including the lien of a community facilities district so long as the subject property is exempt from taxation or is otherwise not taxable by such community facilities district). Upon the transfer of ownership of City Improvements or any portion thereof to the City, the City shall be responsible for the maintenance of such City Improvements or the portion transferred. Notwithstanding the foregoing, the Acquisition Price of a City Improvement may be paid prior to transfer of ownership and acceptance of the City Improvement if it is substantially completed at the time of payment. The City Improvement shall be considered "substantially complete" when it has been reasonably determined by the City to be usable, subject to final completion of such items as the final lift or any other items not essential to the primary use or operation of the City Improvement.

For purposes of determining the Acquisition Price to be paid by the Community Facilities District for the acquisition of the City Improvements by the City (other than City Improvements described in the first paragraph of this Section), the value of such City Improvements shall include the construction costs specified in the City-approved contracts (subject to the next sentence), Change Orders, and City-approved Significant Change Orders conforming to Section 6, as hereinbefore specified. City approval is a condition prior to initiation of contract work for City Improvements bid after the effective date of this Agreement. However, if the City reasonably determines that the additional Actual Costs are excessive and that the value of the City Improvements is less than the total amount of such Actual Costs and such construction costs, the price to be paid for the acquisition of the City Improvements shall be the value thereof as determined by the Engineer, subject, however, to the Developer's right to appeal to the City Council.

Upon completion of the construction of a City Improvement, the Developer shall deliver or cause to be delivered to the City a Disbursement Request Form in substantially the form of **Exhibit "D,"** attached hereto, copies of the contract(s) with the contractor(s) who have constructed the City Improvement and other relevant documentation with regard to the payments made to such contractor(s) and each of them for the construction of the City Improvement, documentation evidencing payment of prevailing wages, and shall also provide to the City invoices and purchase orders with respect to all equipment, materials and labor purchased for the construction of the City Improvements. The City shall require the Engineer to complete its determination of the value of the City Improvements as promptly as is reasonably possible.

Notwithstanding the preceding provisions of this Section, the source of funds for the acquisition of the City Improvements or any portion thereof shall be funds in the City

Improvements Account. If for any reason beyond the City's control the Bonds are not sold, the City shall not be required to acquire the City Improvements from the Developer, except to the extent of funds from the collection of Special Taxes. In such event, the Developer shall complete the design and construction and offer to the City ownership of such portions of the City Improvements as are required to be constructed by the Developer as a condition to recordation of subdivision maps for the Developer Property (but only at such times as required by such condition), but need not construct any portion of the City Improvements which it is not so required to construct. Reimbursement for these facilities would be made from the collection of Special Taxes over time.

In addition to the foregoing, the City shall have the right to withhold payment for acquisition of a City Improvement, if:

(a) the Developer or any of its affiliates is delinquent in the payment of any Special Taxes levied by the Community Facilities District on properties then owned by the Developer or any of its affiliates within the CFD, or

(b) the Developer is not then in substantial compliance with a condition or obligation imposed upon the Developer Property by the City, including but not limited to, payment of all applicable fees, dedication of all applicable rights-of-way or other property and construction requirements.

The City shall immediately provide written notice to the Developer of the decision to withhold any such payment and shall specify the reason for such decision. If the payment is withheld as a result of the delinquency in the payment of Special Taxes, the notice shall identify the delinquent parcels and the amount of such delinquency. If the payment is withheld as a result of substantial non-compliance with a condition or obligation, the notice shall specify such condition or obligation and what action will be necessary by the Developer to substantially comply with such condition or obligation. Upon receipt of evidence reasonably satisfactory to the City that the Developer has paid the delinquent Special Taxes or complied with the subject condition or obligation, the City shall forthwith make all payments which have been withheld pursuant to the provisions of this Section.

11. Easements and/or Fee Title Ownership Deeds. Without limiting the Developer's rights to reimbursement for such grants pursuant to Section 10 above, the Developer shall, at the time the City acquires the City Improvements as provided in Section 10 hereof, grant or cause to be granted to the City, by appropriate instruments prescribed by the City, all easements across private property and/or fee title ownership deeds which may be reasonably necessary for the proper operation and maintenance of such City Improvements, or any part thereof, but only to the extent located within the Developer Property.

12. Permits. The Developer shall be responsible for obtaining all necessary construction permits from the City and/or the County (as appropriate) covering construction and installation of the City Improvement.

13. Maintenance. Prior to the transfer of ownership of a City Improvement by the Developer to the City, as provided in Section 10 hereof, the Developer shall be responsible for the maintenance thereof and shall require its contractor(s) to repair all facilities damaged by any party other than the City, prior to acceptance by the City and/or make corrections determined to be necessary by the City's inspection personnel. The City shall not be permitted to place any City

Improvement in service prior to acceptance of the same, unless the Developer otherwise consents in writing.

14. Inspection of Records. The City shall have the right to review all books and records of the Developer pertaining to the costs and expenses incurred by the Developer for the design and construction of the City Improvements during normal business hours by making arrangements with the Developer. The Developer shall have the right to review all books and records of the City pertaining to costs and expenses incurred by the City for services of the Engineer by making arrangements with the City.

15. Ownership of Improvements. Notwithstanding the fact that some or all of the City Improvements may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated to the City, each City Improvement shall be and remain the property of the Developer until acquired by the City as provided in this Agreement.

16. Materials and Workmanship Warranty. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

Upon the completion of the acquisition of a City Improvement by the City, the performance bond related to such individual City Improvement provided by the Developer pursuant to Section 7.1(e) hereof, shall be reduced by 90%, and the remaining 10% shall serve as a maintenance bond to guarantee that such City Improvement will be free from defects due to faulty workmanship or materials for a period of one year.

17. City Fee Facility Improvements. The Developer may be required pursuant to the conditions of development or the fee ordinance to pay certain City fees (the "City Fees") relating to the City Fee Facility Improvements prior to the availability of proceeds of the Bonds to pay for such City Fee Facility Improvements. In the event such City Fees are paid prior to the availability of Bond proceeds, the amounts paid to the City shall be deemed to be deposits (each a "Deposit") that are subject to refund by the City to the Developer in accordance with this Agreement. The City shall place each Deposit in a capital facilities account(s). If the Developer has made any Deposits to the City, then following deposit of Bond proceeds in the City Fee Facility Improvements Account, the City shall return to the Developer, from the capital account in which the Deposits were deposited the Deposits not previously returned, without interest or other earnings thereon. The City shall be so obligated to return such Deposits only to the extent that an equivalent amount of the Deposits to be returned is deposited in the City Fee Facility Improvements Account from Bond proceeds or Special Tax collections prior to the issuance of Bonds.

Bond proceeds used to finance City Fee Facility Improvements which relate to the City Fees shall be allocated first for return of all Deposits prior to being allocated to the payment of City Fees not previously deposited by the Developer. Any Deposits that have not been returned to the Developer at the time it is determined that there will be no further Bond proceeds available (i.e. the final series of Bonds to finance the Improvements have been issued) shall be retained by the City and may be used for the purposes for which the City Fee was required, and the unrefunded Deposits shall constitute full and final payment for such City Fees, without any increase of any kind.

18. Miscellaneous Improvements. Improvements unrelated to the City Improvements and the City Fee Facility Improvements are described in **Exhibit "C"** attached hereto. The amounts deposited in the applicable Miscellaneous Improvement Account(s), if any, will be disbursed for the acquisition or construction of Miscellaneous Improvements in accordance with the provisions in the applicable Joint Community Facilities Agreement. Any amounts in the applicable Miscellaneous Improvement Account(s) shall be disbursed at the written direction of the City upon Developer's submittal of a payment request which will be based upon applicable entity's payment request form as provided for in the applicable Joint Community Facilities Agreement. Upon receipt of such payment request, the City shall submit a written requisition for payment of the requested amount to the Fiscal Agent for the Bonds, who shall directly pay the amount requested to the applicable entity.

19. Independent Contractor. In performing this Agreement, Developer is an independent contractor and not the agent of the City. The City shall not have any responsibility for payment to any contractor or supplier of Developer. It is not intended by the Parties that this Agreement create a partnership or joint venture among them and this Agreement shall not otherwise be construed.

20. Indemnification. Developer shall assume the defense of, indemnify and save harmless, the City, its officers, employees and agents, and the Community Facilities District, its officers, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subject or put, by reason of, or resulting from such person's or entity's performance of its obligations under this Agreement and the construction of the City Improvements and the Miscellaneous Improvements, the failure of the Developer to provide notice of the Special Tax to be levied by the Community Facilities District pursuant to Section 53341.5 of the Act (but only if the Developer is required by law to provide such notice), or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the City, the Community Facilities District, the underwriter of the Bonds and its counsel, the appraiser, the special tax consultant, the market absorption consultant or bond counsel regarding the Developer, its proposed developments, its property ownership, and any contractual arrangement it may enter into in a disclosure document describing the Community Facilities District and the risks relating to the Bonds. No provision of this Agreement shall in any way limit the extent of Developer's responsibility for payment of damages resulting from the operations of Developer and its contractors; provided, however that Developer shall not be required to assume the defense or indemnify and save harmless any person or entity as to actions, damages, claims, losses or expenses resulting from the breach of this Agreement, the willful misconduct of such person or entity or their officers, agents, consultants or employees.

21. Insurance Requirements. For City Improvements bid after the effective date of this Agreement, neither the Developer nor its contractor shall commence work on such City Improvement under this Agreement prior to obtaining insurance with a company or companies acceptable to the City, nor shall the Developer's contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.

The Developer shall during the life of this Agreement, notify the City in writing of any incident giving rise to any potential bodily injury or property damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

22. Conflict With Other Agreements. Except as specifically provided herein, nothing contained herein shall be construed as releasing Developer from any condition of development or requirement imposed by any other agreement with City. In the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by City.

23. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either Party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid. Any notice to the Community Facilities District or the City shall be addressed to City of Wildomar, 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595, Attention: City Manager. Any notice to Developer shall be addressed to KB Home Coastal Inc., 36310 Inland Valley Drive, Wildomar, California 92595, Attention: Scott Hansen. Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party hereto.

24. No Gift or Waiver.

24.1 No Gift or Waiver for City Improvements. The Developer and the City acknowledge that:

(a) The Developer or its predecessor may have constructed or may be constructing City Improvements before funds that will be used to acquire them are available with the expectation that the Developer will be reimbursed for such City Improvements to the extent and in the manner set forth in this Agreement.

(b) The City may inspect City Improvements and process Disbursement Request Forms even if funds from the proceeds of Bonds available at the time of such inspection and processing do not exist or are not then sufficient to satisfy the Disbursement Request in full.

(c) The Developer may convey City Improvements to the City and the City may accept such City Improvements even if funds from the proceeds of Bonds available at the time of such conveyance and acceptance do not exist or are not then sufficient to satisfy the Disbursement Request in full.

(d) If the City accepts City Improvements before a Disbursement Request is paid in full, the unpaid balance of the Disbursement Request will be paid from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds from the proceeds of Bonds become available.

(e) The Developer's conveyance or dedication of City Improvements to the City before the availability of funds from the proceeds of Bonds to acquire the City Improvements is not and shall not be deemed, a gift or a waiver of the Developer's right to payment of the purchase price of such City Improvements pursuant to this Agreement.

24.2 No Gift or Waiver for City Fees. The Developer and the City acknowledge that:

(a) Prior to the availability of funds from the proceeds of Bonds, the Developer or its predecessor may have been or may be required to deposit funds to assure payment of applicable City Fees of the City.

(b) The Developer or its predecessor has deposited or will be depositing such funds with the expectation that the Developer will be reimbursed for these Deposits to the extent and in the manner set forth in this Agreement.

(c) The reimbursement of such Deposits pursuant to Section 17 of this Agreement may occur from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds become available.

(d) The Developer's deposit of such funds to the City before the availability of funds to reimburse the Developer is not, and shall not be deemed, a gift or a waiver of the Developer's right to reimbursement of such Deposits pursuant to this Agreement.

25. General Provisions.

(a) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the City and the Developer and their respective heirs, executors, legal representatives, successors, and authorized assigns.

(b) Amendment. This Agreement may be amended at any time but only in writing signed by each Party hereto.

(c) Entire Agreement. This Agreement, and the agreements referenced herein, contains the entire understanding and agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement. There are no oral or written representations, understanding, undertakings or agreements which are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties hereto, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter. This Agreement shall be binding upon, and enforceable by and against the Community Facilities District upon the establishment of the Community Facilities District.

(d) Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

(e) 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 reasonably possible.

(f) Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties hereto, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter.

(g) No Third Party Beneficiaries. Except as provided explicitly in this Agreement, 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, the Community Facilities District, the Developer, and the Security Provider (and

their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

(i) Assignment. Developer may assign all or any of its rights pursuant to this Agreement to a purchaser of all or any portion of the Developer Property. Such a purchaser and assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the City and Developer, in a form reasonably acceptable to Developer and the City, whereby such rights assigned are specified and such purchaser agrees, except as may be otherwise specifically provided therein, to assume the obligations of Developer pursuant to this Agreement and to be bound thereby. A company that acquires all of the assets of the Developer, including ownership of the Developer itself, shall be deemed a successor and shall not require an assignment or assumption agreement to be bound by, and enjoy the benefits of, this Agreement.

(j) 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.

(k) Construction of Agreement. This Agreement has been reviewed by legal counsel for both the City and Developer and shall be deemed for all purposes to have been jointly drafted by the City and Developer. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

(l) Termination. The provisions of this Agreement related to the financing of the Improvements shall terminate and be of no further force or effect upon the earlier of (i) twenty (20) years following the issuance of building permits for all dwelling units expected to be built within the Community Facilities District, (ii) the funding of all Improvements pursuant to this Agreement, or (iii) December 31, 2042. Notwithstanding the foregoing, this Agreement shall not terminate pursuant to (iii) of the previous sentence if, on December 31, 2042, all of the building permits within the Community Facilities District have been pulled, construction within the Community Facilities District, as contemplated by the parties hereto, is ongoing, and the Developer has not yet received a full return of all Deposits or full reimbursement for the Miscellaneous Improvements from Special Taxes.

(m) Attorneys' Fees. In the event of any action or proceeding, including an arbitration or a reference pursuant to Section 638 et seq., of the Code of Civil Procedure brought by any Party against any other under this Agreement, the prevailing Party shall be entitled to recover its actual attorneys' fees and all fees, costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding. In addition to the foregoing, the prevailing Party shall be entitled to its actual attorneys' fees and all fees, costs and expenses incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(n) Venue and Forum. Any action at law or in equity arising under this Agreement brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties waive all provisions of law providing for the filing removal or change of venue to any other Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

DATED: December 14, 2022

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

By: _____
City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY OF THE CITY OF WILDOMAR

By: _____
Thomas D. Jex, City Attorney

DEVELOPER

KB HOME COASTAL, INC.,
A California corporation

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

EXHIBIT A - DESCRIPTION OF DEVELOPER PROPERTY

EXHIBIT B - DESCRIPTION OF COST ESTIMATES

EXHIBIT C - MISCELLANEOUS IMPROVEMENTS

EXHIBIT D - DISBURSEMENT REQUEST FORM

EXHIBIT A

DESCRIPTION OF DEVELOPER 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)

EXHIBIT B

DESCRIPTION OF COST ESTIMATES OF THE IMPROVEMENTS [(1)]

I. CITY FEE FACILITY IMPROVEMENTS.

Estimated Cost of the City Fee Facility Improvements

Description	***Estimated Cost****
Police Facilities	$ 17,479
Fire Facilities	33,880
Transportation – Roads	237,776
Transportation - Signals	30,877
Drainage	113,960
Animal Shelter	19,250
Community Centers	36,498
City Hall	29,568
Parks – Land	45,969
Parks Improvement	302,302
Multi-Purpose Trails	58,058
Corporate Yards	6,083
Other City Facilities	186,340
Total Fees	**$ 1,118,040**

II. CITY IMPROVEMENTS.

Those facilities constructed by or on behalf of the Developer and needed by City in order to provide services to the Developer Property, including the following:

Estimated Cost of the City Improvements

Description	***Estimated Cost***
Offsite Street Improvements[(1)]	402,500
Total City Improvements	**$402,500**

(1) Amounts are estimates and subject to change. The Acquisition Price will be funded with Bond proceeds.

EXHIBIT C

DESCRIPTION OF THE MISCELLANEOUS IMPROVEMENT

Water District facilities included in the Water District's capacity and connection fee programs used to finance expansion projects, exclusive of in-tract facilities constructed by a property owner, but including and not limited to the following:

Description	***Estimated Cost***
EVMWD – Water Fee	$1,212,750
EVMWD – Sewer Fee	689,766
EVMWD – Landscape Fee (2" – 1.5" meter)	47,642
Total Estimated Water District Facilities Fees	$1,950,158

Those facilities constructed by or on behalf of the Developer and needed by the Water District in order to provide services to the Developer Property and also include any of the following:

Estimated Cost of the Water District Improvements

Description	***Estimated Cost***
TBD	TBD

Lake Elsinore Unified School District Improvements included in the Lake Elsinore Unified School District's development fee programs used to finance Lake Elsinore Unified School District Improvements, in approximately the following amount:

Estimated Cost of the Lake Elsinore Unified School District Improvements

Description	***Estimated Cost***
Lake Elsinore Unified School District Fees	$910,027

EXHIBIT D

CFD NO. 2022-3 (VERANO) OF THE CITY OF WILDOMAR

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2022-3 (Verano) of the City of Wildomar (the "CFD") is hereby requested to pay from the City Improvements Account, or any applicable account or sub-account thereof, established by the CFD in connection with its [20__] Special Tax Bonds (the "Bonds") to City of Wildomar (the "City") as payee, the sum set forth below :

$_____ (the Requested Amount")

2. The Requested Amount represents the payment of City Fees for ___ lot(s) within the boundaries of the CFD (the "Property").

(Tract No. _____, Lot Nos. _____).

Or, City Improvements as supported by attached documentation.

3. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement.

4. The Requested Amount shall be payable to _____ (the "Developer"), pursuant to the wiring instructions attached hereto.

5. The Requested Amount is authorized and payable pursuant to the terms of the certain Acquisition, Construction and Funding Agreement (the "Agreement") between the City, acting for and on behalf of itself and the CFD and Developer.

6. Capitalized undefined terms used herein shall have the meaning ascribed to them in the Agreement.

Dated:_____ DEVELOPER:

By:_____.

Dated:_____ CITY OF WILDOMAR

By: _____
Its: _____

[ATTACH WIRING INSTRUCTIONS]

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF WILDOMAR,

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

and

KB HOME COASTAL INC.

RELATING TO

COMMUNITY FACILITIES DISTRICT NO. 2022-3 (VERANO)

OF THE CITY OF WILDOMAR

Dated December 14, 2022

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JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG CITY OF WILDOMAR, ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND KB HOME COASTAL INC.

(Community Facilities District No. 2022-3 (Verano) of the City of Wildomar)

THIS JOINT COMMUNITY FACILITIES AGREEMENT ("**Agreement**") is made and entered into as of the 14th day of December, 2022, by and among the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, County of Riverside, State of California, a municipal water district ("**EVMWD**"), organized and operating pursuant to the Municipal Water District Law of 1911 of the California Water Code, the CITY OF WILDOMAR, a general law city organized and operating under the laws of the State of California ("**City**"), and KB HOME COASTAL INC., a California corporation ("**Developer**"). The parties hereto may be referred to in some instances as a party ("**Party**") or parties ("**Parties**").

R E C I T A L S

A. Developer owns certain real property located within the boundaries of both the City and EVMWD and designated as Tract Map No. 37476 ("**Property**"). The boundaries of the Property are identified in Exhibit "A" attached hereto. The Developer has obtained entitlements to develop the Property with approximately 77 dwelling units (collectively, the "**Project**").

B. Development of the Project will require the payment, pursuant to the rules and regulations of EVMWD, as amended from time to time ("**EVMWD Rules and Regulations**"), of certain water and sewer service capacity and connection charges ("**EVMWD Costs**"), proceeds of which will be used by EVMWD to construct water and sewer facilities of EVMWD as further described herein ("**EVMWD Facilities**"). Developer may also construct water and sewer facilities of EVMWD, which are eligible to be acquired with CFD Proceeds as further described herein ("**EVMWD Acquisition Facilities**"), the costs of which, together with EVMWD Costs, may be paid from time to time from funds of hereinafter described CFD No. 2022-3 to the extent such funds are made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

C. Pursuant to actions of the City, the City has formed CFD No. 2022-3 pursuant to the provisions of the Act (as defined herein). The Parties herein have acknowledged and agreed that the City shall be solely responsible for the formation and administration of the CFD No. 2022-3 and the costs thereof.

D. In accordance with Sections 53313.5 and 53316.2 of the Act, CFD No. 2022-3 may finance facilities to be owned or operated by EVMWD. It is the intention of the Parties that this Agreement shall constitute a "joint community facilities agreement" ("**JCFA**") within the meaning of Section 53316.2 of the Act by and among the City, EVMWD and the Developer, pursuant to which CFD No. 2022-3 will be authorized to provide financing for the EVMWD Facilities and the EVMWD Acquisition Facilities. Pursuant to Section 53316.2(b) of the Act, a JCFA may be approved by two or more public agencies prior to the adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, the EVMWD shall be responsible

for constructing or otherwise acquiring, maintaining and operating the EVMWD Facilities and the EVMWD Acquisition Facilities.

E. The provision of the EVMWD Facilities and the EVMWD Acquisition Facilities is necessitated by the Project, and the Parties find and determine that the residents of the City, EVMWD and CFD No. 2022-3 will be benefited by the financing of the EVMWD Facilities and the EVMWD Acquisition Facilities as set forth herein, and that this Agreement is beneficial to the interests of such residents.

ARTICLE I
GENERAL PROVISIONS

Section 1.1 Recitals. The above recitals are true and correct and are hereby incorporated by this reference.

Section 1.2 Definitions.

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, *et seq.*

"**Agreement**" means this Joint Communities Facilities Agreement.

"**Bond Resolution**" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, and/or other equivalent document(s), providing for the issuance of the Bonds.

"**Bonds**" shall mean those bonds, or other securities, issued by, or on behalf of, as authorized by the qualified electors within CFD No. 2022-3.

"**CFD No. 2022-3**" means Community Facilities District No. 2022-3 (Verano) of the City of Wildomar.

"**CFD Proceeds**" shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD No. 2022-3, and Special Taxes made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

"**City Council**" means the City Council of the City of Wildomar.

"**EVMWD Acquisition Facilities**" means those sewer and water facilities constructed by the Developer or anticipated to be constructed by the Developer, and eligible to be acquired with CFD Proceeds, as described in Exhibit "C" hereto.

"**EVMWD Facilities**" means those public water and sewer facilities necessary to be funded by the EVMWD Costs as generally described in Exhibit "B" and which have not been previously funded with CFD Proceeds.

"**EVMWD Facilities Fund**" means the fund(s) or account(s) into which a portion of the CFD Proceeds may be deposited in accordance with the Bond Resolution for payment of EVMWD Costs applicable to the Property and for acquisition of the EVMWD Acquisition Facilities.

"**Rate and Method**" means the Rate and Method of Apportionment of the Special Tax expected to be authorized for levy and collection pursuant to proceedings undertaken for the formation of CFD No. 2022-3 pursuant to the Act.

"**State**" means the State of California.

"**Special Taxes**" means the special taxes expected to be authorized to be levied and collected pursuant to the final Rate and Method as approved by CFD No. 2022-3.

Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate. Headings of sections herein are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

All references herein to "Sections" and other subdivisions are to the corresponding Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or subdivision hereof.

ARTICLE II
FORMATION OF CFD AND ISSUANCE OF BONDS

Section 2.1 Formation of CFD No. 2022-3. The City has initiated proceedings pursuant to the Act for the formation of CFD No. 2022-3, the authorization of the Special Taxes within CFD No. 2022-3, and the authorization to issue one or more series of Bonds on behalf of CFD No. 2022-3. Nothing contained herein shall be deemed to limit the discretion of the City in that regard and the City shall have no liability to EVMWD if CFD No. 2022-3 is not formed or if the Special Taxes and Bonds are not authorized by the qualified electors therein.

Section 2.2 Issuance and Sale of Bonds. In the event CFD No. 2022-3 is formed and the Special Taxes and Bonds are authorized, the City Council, acting as the Legislative Body of CFD No. 2022-3, may, in its sole discretion, in accordance with its adopted policies ("CFD Policies") adopt the Bond Resolution and issue the Bonds.

Section 2.3 CFD Proceeds. Upon completion of the issuance of the Bonds, and receipt of the CFD Proceeds, the City shall determine the amount of the CFD Proceeds allocable to finance the EVMWD Costs to be used by EVMWD to construct the EVMWD Facilities to accommodate development of the Property and the EVMWD Acquisition Facilities in accordance with the CFD Policies. CFD No. 2022-3 may pay the EVMWD Costs applicable to the Property directly to EVMWD, may reimburse EVMWD for the EVMWD Costs paid by EVMWD, may pay the acquisition price of EVMWD Acquisition Facilities

and/or may reimburse the Developer for the EVMWD Costs if paid directly to EVMWD by such Developer or any owner of the Property, as shall be coordinated with EVMWD and the Developer from time to time. EVMWD and/or the Developer shall use the Payment Request Form set forth as Exhibit "D", which is attached hereto and incorporated herein by this reference, to request payment of funds in the EVMWD Facilities Fund.

Section 2.4 Responsibility for EVMWD Costs and Facilities.

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the EVMWD Costs and the design, construction and dedication of the EVMWD Acquisition Facilities constructed by the Developer and the cost(s) of facilities required by EVMWD to be provided by the Developer to provide water and sewer service to the Project lies with the Developer as set forth in the exhibits hereto. The responsibility for, and control of, the design, construction and completion of facilities required to provide water and sewer service to the Project constructed and completed by EVMWD lies with EVMWD.

(b) If the amount derived from CFD Proceeds, including investment earnings thereon, if any, are not sufficient to fund the total cost of the EVMWD Costs or EVMWD Acquisition Facilities for the Project, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Developer and shall not lie with the City, CFD No. 2022-3, or EVMWD.

(c) In addition to the EVMWD Costs referenced above, the Parties acknowledge that EVMWD may require the Developer, pursuant to the EVMWD Rules and Regulations, to design, construct and dedicate certain facilities to EVMWD, including, without limitation, the EVMWD Acquisition Facilities, as a condition to providing water and sewer service to the Project. The Parties hereto agree and acknowledge that all responsibility and obligation for the design, construction and dedication of such facilities to EVMWD, in accordance with all applicable statutes and the EVMWD Rules and Regulations, shall be and remain the responsibility of the Developer.

(d) EVMWD and the Developer acknowledge that the Developer intends to construct the EVMWD Acquisition Facilities. In order to ensure that the EVMWD Acquisition Facilities are eligible for community facilities district financing:

1. The EVMWD Acquisition Facilities must be constructed as if under the supervision or direction of EVMWD. EVMWD shall supervise and direct the work pursuant to the Public Works Provisions set forth in Exhibit "E" (the "**Public Works Provisions**").

2. The acquisition purchase price for the EVMWD Acquisition Facilities will be equal the actual cost of construction of the EVMWD Acquisition Facilities, notwithstanding any estimates in this Agreement.

3. The Developer will be constructing the EVMWD Acquisition Facilities prior to the availability of CFD Proceeds that may be used to pay for such EVMWD Acquisition Facilities. Prior to the availability of CFD Proceeds, EVMWD will inspect the EVMWD Acquisition Facilities, approve the construction of the EVMWD Acquisition Facilities, and sign off on payment requests for costs incurred by the Developer upon satisfactory completion of the

EVMWD Acquisition Facilities. The Developer may convey the EVMWD Acquisition Facilities to EVMWD, and EVMWD may accept the EVMWD Acquisition Facilities in accordance with this Agreement, when there are insufficient CFD Proceeds to pay the purchase price of such EVMWD Acquisition Facilities. EVMWD will defer the payment of any approved payment requests for the construction costs of the EVMWD Acquisition Facilities until there are sufficient CFD Proceeds available to pay the purchase price of the EVMWD Acquisition Facilities, at which time EVMWD will make the payments but only out of the CFD Proceeds made available to EVMWD for such purpose. If the CFD Proceeds are not sufficient or made available to finance all or any part of the purchase price of the EVMWD Acquisition Facilities, for whatever reason, EVMWD will not be responsible for paying the purchase price of the EVMWD Acquisition Facilities to the Developer. At all times, the Developer will be constructing such EVMWD Acquisition Facilities with the expectation that the purchase price for the EVMWD Acquisition Facilities will be paid from the CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price. The Developer's conveyance of the EVMWD Acquisition Facilities to EVMWD pursuant to this Agreement prior to receipt of all or any part of the purchase price shall not be construed as a dedication or gift, or a waiver of the payment of all or any part of the purchase price for the EVMWD Acquisition Facilities.

4. Notwithstanding any language in this Agreement to the contrary, the Developer will pay the costs of the EVMWD Acquisition Facilities using its own funds, but with the expectation that the EVMWD Acquisition Facilities will be acquired by EVMWD using CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price.

(e) EVMWD agrees to utilize or apply funds provided to it, as set forth herein, for the EVMWD Costs and/or EVMWD Acquisition Facilities.

(f) EVMWD expressly acknowledges that the Bonds may be subject to Federal tax requirements applicable to the tax-exempt securities. EVMWD expressly confirms and warrants to the City that the EVMWD Facilities financed hereunder have not been previously financed with the proceeds of other tax-exempt securities or bonds. EVMWD agrees to promptly provide written notice to the City of any such financing of EVMWD Facilities financed hereunder until the issuance of the Bonds.

EVMWD agrees that in processing the disbursements of CFD Proceeds with respect to EVMWD Costs and/or EVMWD Acquisition Facilities, it will comply with all legal requirements for the expenditure of CFD Proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto. As a condition to receiving any CFD Proceeds, EVMWD agrees that it shall provide to CFD No. 2022-3, a certificate to the effect that EVMWD agrees to comply with the provisions of the tax certificate delivered by CFD No. 2022-3 in connection with the Bonds, and such other matters as CFD No. 2022-3 may reasonably request upon which CFD No. 2022-3 and its bond counsel may rely in connection with the issuance of such Bonds and their conclusion that interest on such Bonds is not included in gross income for federal income tax purposes.

Section 2.5 Responsibility for Debt Service or Special Taxes. EVMWD's obligations under this Agreement shall be limited to its obligations with respect to the design, construction, ownership, operation and maintenance of the EVMWD Facilities to be funded by the EVMWD Costs and EVMWD shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy of the Special Taxes to provide for the payment of principal and interest thereon, and CFD No. 2022-3 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2022-3, including liabilities, if any, of CFD No. 2022-3 and pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of EVMWD.

Section 2.6 Administration of CFD No. 2022-3. The City shall have the power and duty to provide for the administration of CFD No. 2022-3 and once it is formed, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by the Parties hereto that EVMWD will not be considered a participant in the proceedings relative to formation of CFD No. 2022-3 or the issuance of the Bonds, other than as a Party to this Agreement.

ARTICLE III
TERM AND TERMINATION

Section 3.1 Effective Date. This Agreement shall become effective and of full force and effect as of the date ("Effective Date") that both of the following occur: (1) this Agreement is approved and executed by the last of EVMWD, the Developer and the City, to be confirmed upon execution of this Agreement by the authorized representatives of the Parties; and (2) CFD No. 2022-3 has been formed, as evidenced by the recordation of a Notice of Special Tax Lien against the Property.

Section 3.2 Termination. If the City is unable to complete the sale of the Bonds prior to January 1, 2039, this Agreement shall thereafter automatically terminate and be of no further force or effect.

ARTICLE IV
ADDITIONAL GENERAL PROVISIONS

Section 4.1 Recordkeeping: Inspection of Records. Each Party hereto agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, paid to EVMWD for the EVMWD Facilities as to the respective portions of the Property and amounts expended from the EVMWD Facilities Account. Each Party further agrees to make such records available to the other Party hereto during normal business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies.

Section 4.2 Partial Invalidity. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, and any such non-consented assignment shall be void. Such assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the City, EVMWD and the Developer, in a form reasonably acceptable to the City EVMWD, and the Developer, whereby such rights assigned are specified and such assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of the Developer pursuant to this Agreement and to be bound thereby. This Agreement is for the sole benefit of the City, EVMWD, and the Developer and their successors and assigns, and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 4.4 Indemnification. The City shall assume the defense of, indemnify and save harmless, EVMWD, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the City with respect to this Agreement and the issuance of the Bonds. No provision of this Agreement shall in any way limit the extent of the City's responsibility for payment of damages resulting from the operations of the City and its contractors; provided, however, that the City shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. EVMWD shall assume the defense of, indemnify and save harmless, the City, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of EVMWD with respect to this Agreement, and the design, engineering and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of EVMWD's responsibility for payment of damages resulting from the operations of EVMWD and its contractors; provided, however, that EVMWD shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. The Developer shall assume the defense of, indemnify and save harmless, EVMWD and the City, each of their officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the Developer with respect to this Agreement, and the design, engineering and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of the Developer's responsibility for payment of damages resulting from the operations and/or development of the Property and its contractors; provided, however, that the Developer shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

Section 4.5 Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

City:	City of Wildomar 23873 Clinton Keith Road Wildomar, CA 92595 Attention: City Manager
EVMWD:	Elsinore Valley Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530 Attention: General Manager
Developer:	KB Home Coastal, Inc. 36310 Inland Valley Drive Wildomar, CA 92595 Attention: Scott Hansen

Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other parties within ten (10) calendar days prior to such change.

Section 4.6 Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.7 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Riverside, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

Section 4.8 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.9 Amendments. This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.10 Waiver. The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.11 Cooperation and Execution of Documents. The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.12 Attorneys' Fees. In the event of the bringing of any action or suit by any Party against another Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Parties all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.13 No Third Party Beneficiaries. No person or entity other than the CFD No. 2022-3 when and if formed shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than EVMWD, the City, CFD No. 2022-3, and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 4.14 Exhibits. The following exhibits attached hereto are incorporated into this Agreement by reference.

Exhibit	Description
"A"	Property Description
"B"	Water and Sewer Facilities Descriptions
"C"	EVMWD Acquisition Facilities Description
"D"	Payment Request Form – Water/Sewer Facilities
"E"	Public Works Provisions

Section 4.15 Signatories. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 4.16 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature below.

EVMWD: ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____

Name: Greg Thomas

Title: General Manager

Date Signed:_____

DEVELOPER: KB HOME COASTAL INC.,
a California corporation

By:_____

Name:_____

Title:_____

Date Signed:_____

[Joint Community Facilities Agreement Signature Page]

City: CITY OF WILDOMAR

By: _____

Name: _____

Date Signed: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Joint Community Facilities Agreement Signature Page]

EXHIBIT "A"

PROPERTY DESCRIPTION

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

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)

EXHIBIT "B"

WATER AND SEWER FACILITIES DESCRIPTION

1. Water source, storage, transmission facilities financed through EVMWD water connection and capacity fees and charges, including, but not limited to, water transmission lines, water reservoirs and related and appurtenant facilities. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

2. Sewer treatment, transmission and reclamation facilities financed through EVMWD sewer fees. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

EXHIBIT "C"

EVMWD ACQUISITION FACILITIES DESCRIPTION

Description of Acquisition Facilities:

1. Onsite Water and Sewer Improvements *

*The facilities listed above are preliminary in nature. The final description, scope, cost and location will be determined upon the preparation of final plans.

EXHIBIT "D"

PAYMENT REQUEST FORM - WATER/SEWER FACILITIES

Community Facilities District No. 2022-3 (Verano) of the City of Wildomar is hereby requested to pay from the EVMWD Facilities Fund to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the water/sewer Project Costs described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the water/sewer Project Costs described below and has not formed the basis of any prior request for payment.

Payee: _____

Address: _____

_____

Amount: $_____

Project Costs Description:
(Include identification of lots or APN's where request is made for fees)

REQUESTING PARTY (check box)

[_] **ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

[_] _____
(Name of requesting party - please print)

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "E"

PUBLIC WORKS PROVISIONS

In order to ensure that the EVMWD Acquisition Facilities will be constructed as if it had been constructed under the direction and supervision, or under the authority of, EVMWD, so that they may be acquired pursuant to California Government Code Section 53313.5 or so that the value or cost, whichever is less, of portions thereof constituting work in-kind may be reimbursed pursuant to California Government Code Section 53314.9, for the EVMWD Acquisition Facilities, the Developer shall comply with all of the following requirements or shall cause such requirements to be complied with:

(a) The Developer shall solicit and receive at least three independent bids; provided, however, the Developer may proceed with fewer than three bids if three bids were not reasonably available at the time of the bid.

(b) Bids shall be submitted to the Developer either via hard copy or email.

(c) The contract for the construction of the EVMWD Acquisition Facilities shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of the EVMWD Acquisition Facilities or, if the Developer elects to perform the work pursuant to Section 53329.5 of the Act, the Developer shall perform the work at the prices specified in the bid of the lowest responsible bidder. If EVMWD reasonably disapproves any such contractor, the Developer will select the next lowest responsible bidder from the competitive bids received who is acceptable to the Developer and EVMWD.

(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors engaged to perform work on the EVMWD Acquisition Facilities to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code.

(e) The Developer and all such contractors shall comply with such other requirements relating to the construction of the EVMWD Acquisition Facilities as EVMWD may impose by written notification delivered to the Developer and each such contractor, to the extent required as a result of changes in applicable State or federal laws or the ordinances and policies of EVMWD.

(f) The Developer shall provide proof to EVMWD, at such intervals and in such form as EVMWD may require, that the foregoing requirements have been satisfied as to all of the EVMWD Acquisition Facilities.

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: December 14, 2022

SUBJECT: Committees, Commissions, and Board Appointments for 2023

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

ACTION:
1. Review the list of committees, commissions, and boards, update appointments, and/or add or remove committees as necessary.
2. Consider appointing two members to serve on a regional homeless task force committee.

BACKGROUND:
The City Council reviews the list of committees, commissions, and boards annually in December, and as requested or upon a change in council members. The last update was approved on March 16, 2022, following the appointment of Ashlee DePhillippo.

DISCUSSION:
In addition to it being December, Mayor Ben J. Benoit's term will end on December 14, 2022, so it would be appropriate for the Council to review the list and make updates as necessary.

Staff is also recommending that the City Council consider adding a Regional Homeless Task Force subcommittee and appointing two members to serve on the committee. The purpose of this committee would be to attend regional meetings and participate in issues affecting homelessness in the City prior to recommendations being brought to the full council for consideration.

FISCAL IMPACT:
None.

ATTACHMENTS:
A. Council Committees as of 04-13-22

CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS

Reviewed and Re-appointed/Re-designated 04-13-22

EVMWD

Ashlee DePhillippo
Joseph Morabito

Meets on the second Monday of every other month at 8:00 a.m. at either their offices or City Hall (rotates every other month)

Intergovernmental Relations Subcommittee

Ben Benoit
Ashlee DePhillippo

Lake Elsinore Unified School District

Bridgette Moore
Dustin Nigg

Franchise Subcommittee

Ben Benoit
Ashlee DePhillippo

Finance Subcommittee

Ben Benoit
Dustin Nigg

REGIONAL COMMITTEES, COMMISSIONS, BOARDS

League of California Cities

Meets annually at the League Annual Conference.

Dustin Nigg, Voting Delegate
Ben J. Benoit, Alternate

PARSAC

Meets in May and December in Sacramento.

Robert Howell, Director
Janet Morales, Alternate

RCA

Western Riverside County Regional Conservation Authority

Ben J. Benoit
Joseph Morabito, Alternate

Meets the first Monday of each month at 1:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

RCHCA

Joseph Morabito

Riverside County Habitat Conservation Agency

Dustin Nigg, Alternate

Meets the third Thursday Quarterly at 11:00 a.m. at the WRCOG office, 3390 University Ave., Suite 200, Riverside.

RCTC

Ben J. Benoit

Riverside County Transportation Commission

Joseph Morabito, Alternate

Meets the second Wednesday of each month at 9:30 a.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

RTA

Bridgette Moore

Riverside Transit Agency

Joseph Morabito, Alternate

Meets the fourth Thursday of each month at 3:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

SCAG

Joseph Morabito

Southern California Association of Governments

Dustin Nigg, Alternate

Meets annually in June of each year.

Southwest Community Financing Authority

Joseph Morabito

(Animal Shelter)

Dustin Nigg, Alternate

Meets as needed.

WCE

Ben J. Benoit

Western Community Energy

Dustin Nigg, Alternate

Meets the second Wednesday of each month at 1:00 p.m. at the WRCOG office, 3390 University Ave., Suite 200, Riverside.

WRCOG

Ben J. Benoit

Western Riverside Council of Governments

Dustin Nigg, Alternate

Meets the first Monday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: December 14, 2022

SUBJECT: 401(a) Governmental Deferred Compensation through MissionSquare Retirement (formally ICMA-RC)

SUBMITTED BY: Robert Howell

PREPARED BY: Robert Howell, Administrative Service Director

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IMPLEMENTING A 401(A) GOVERNMENTAL DEFERRED COMPENSATION PLAN THROUGH MISSIONSQUARE RETIREMENT

SUMMARY:
In order for the City of Wildomar to contribute the stipulated amount in the City Manager's contract and allow the City Manager to maximize the amount of contributions from his bi-weekly pay the City has to establish a 401(a) Defined Contribution Plan. This plan would be established for only the City Manager with the express purpose of making the stipulated eight percent contributions in the City Manager's contract.

BACKGROUND:
Founded in 1972 through the assistance of a Ford Foundation grant, MissionSquare Retirement's mission is to help public sector employees build retirement security. It all began when the International City/County Management Association (ICMA) had the vision to create an organization dedicated to the retirement needs of public sector employees, and thus MissionSquare (formally ICMA-RC) Retirement was formed. MissionSquare Retirement was founded to provide portable retirement benefits for city and county managers, enabling accumulated retirement assets to be transferred between employers. Today, MissionSquare Retirement serves more than 1.5 million participant accounts and approximately 9,800 plans across the country.

The 401(a) Defined Contribution Plan is a type of tax advantaged deferred-compensation retirement plan that is available for governmental and certain non-for-profit organizations in the United States. The employer provides the plan and may provide an employer contribution. Depending on the terms of the Plan employees may be required to contribute as well on a pre-tax basis. The City also has an established 457(b) Plan, which employees contribute on a voluntary basis.

At times organizations utilize both a 457(b) Plan with a 401(a) Plan to maximize contributions an employee may make (457(b)) and receive contributions from employers to (401(a)). One key difference between the two Plans is that unlike with a 457(b) plan withdrawal, the 401(a) Plan has a 10% penalty on withdrawals before the age of 59½ (although the withdrawal is subject to ordinary income taxation).

DISCUSSION:
The City Manager's Contract stipulates an eight percent contribution from the City to a Deferred Compensation Plan. The City Manager already has an established 457(b) Deferred Compensation account for which he has in the past fully contributed to. He desires to continue fully contributing to his 457(b) account. In order to maximize the deferred compensation contributions for the City Manager and meet the stipulations in his contract, a 401(a) Defined Contribution Plan needs to be established.

Staff has researched possible plans from multiple investment advising companies. After consideration staff has determined that the best option for the establishment of a 401(a) Defined Contribution Plan is with MissionSquare Retirement (formally ICMA-RC).

The establishment of a 401(a) Defined Contribution Plan would at this time be limited to the City Manager for the express purpose of making the City's 8% contribution as stipulated in his contract. In the future the City Council could change the percentage contribution for the City Manager's position and/or add other positions and contribution rates to the Plan.

FISCAL IMPACT:
There is a 0.55% Plan Administration Fee per year based on the amount of Plan assets invested in the 401(a) Plan.

ACCOUNT CODE:
100-410-4200-52119

ATTACHMENTS:
MissionSquare 401(a) Resolution.docx
MissionSquare Retirement 401(a) Agreement.pdf

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE 401(A) GOVERNMENTAL DEFERRED COMPENSATION PLAN THROUGH MISSIONSQUARE RETIREMENT

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the City of Wildomar by enabling it to provide reasonable retirement security for its employees; and

WHEREAS, the City of Wildomar has determined that the establishment of a deferred compensation plan, to be administered by the International City Management Association Retirement Corporation doing business as MissionSquare Retirement, a nonprofit corporation, serves the above objectives; and

WHEREAS, the City of Wildomar desires that its deferred compensation plan be administered by the MissionSquare Retirement, and that some or all of the funds held under such plan be invested in the VantageTrust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar hereby adopts the 401(a) defined compensation plan in the form of the MissionSquare Retirement 401(a) Defined Contribution Plan.

BE IT FURTHER RESOLVED that the City Council of the City of Wildomar hereby executes the Declaration of Trust of the VantageTrust Company, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust Company.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the City of Wildomar serving as Trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the City of Wildomar hereby agrees to serve as Trustee under the 401(a) Defined Contribution Plan.

BE IT FURTHER RESOLVED that the Administrative Services Director or his/her Designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the MissionSquare Retirement corporation or the VantageTrust Company; shall cast, on behalf of the City of Wildomar, any required votes under the VantageTrust Company; Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement corporation incidental to the administration of the 401(a) plan.

NOW, THEREFORE, BE IT RESOLVED, the City Council does hereby accept the 401(a) Governmental Defined Compensation Plan through MissionSquare Retirement.

PASSED, APPROVED AND ADOPTED this 14th day of December, 2022.

Joseph Morabito
Mayor Pro-Tem

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk

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ADMINISTRATIVE SERVICES AGREEMENT

for

City of Wildomar

Type: **401**

Account #: **100358**

MissionSquare
RETIREMENT

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ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Wildomar** ("Employer"), an **Entity** organized and existing under the laws of the State of **California** with an office at **23873 Clinton Keith Road, Wildomar, California 92595**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, which are the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

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AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it

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relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

(a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.

(b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

(c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however,

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MissionSquare shall not be responsible for the qualified status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

(a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except,

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and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

(c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MissionSquare Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.

(d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

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8. Compensation and Payment

(a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.

(b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Mutual Funds**. Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third-party mutual funds; such administrative fees come from payments made by third-party mutual funds to the settlement and clearing agent.

(c) **Redemption Fees**. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual

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mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MissionSquare Disclosures.

(d) **Payment Procedures**. All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **8** are contingent upon the Employer's use of MissionSquare's plan sponsor website system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only

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any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) MissionSquare may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.

(c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or

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to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

> **MissionSquare**: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
> **Facsimile**; (202) 962-4601
>
> **Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

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17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **California**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF WILDOMAR

By _____
Signature/Date

By Robert Howell Administrative Services _____
Name and Title (Please Print)

THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT

By _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

(a) Via **DocuSign**
(b) Electronically to ClientContracts_ICMA-RC@icmarc.org

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Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

(a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.

(b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.

(f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

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(i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://accountaccess.icmarc.org.

(j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

(k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at https://ezlink.icmarc.org.

(l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.

(m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.

(n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.

(o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.

(p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and

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Certificate Of Completion

Envelope Id: 50CC1D1EB3BB4C4980B1CE3DA1292F87
Status: Delivered
Subject: Please DocuSign: MissionSquare - City of Wildomar - New 401 - 100358 - SSC 3687
Source Envelope:
Document Pages: 13
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
MissionSquare Retirement Client Contracts Administ
AutoNav: Enabled
777 North Capitol St. NE
EnvelopeId Stamping: Enabled
washington DC, WA 20002
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Signer Events	Signature	Timestamp
Robert Howell rhowell@cityofwildomar.org Administrative Services Director City of Wildomar Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/5/2022 9:40:53 AM ID: 2640c635-c83a-4444-92c8-b26b70933e20		Sent: 12/5/2022 9:40:08 AM Viewed: 12/5/2022 9:40:53 AM

In Person Signer Events	Signature	Timestamp

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Agent Delivery Events	Status	Timestamp

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Onboarding - Onboarding@missionsq.org Missionsquare Retirement Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/5/2022 9:40:08 AM
Isaiah Carter ICarter@missionsq.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/5/2022 9:40:08 AM
ASA Administration ASA_Administration@missionsq.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/5/2022 9:40:08 AM

Carbon Copy Events	Status	Timestamp

Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: clientcontracts_icma-rc@icmarc.org

To advise ICMA-RC- Client Contracts of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clientcontracts_icma-rc@icmarc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ICMA-RC- Client Contracts as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ICMA-RC- Client Contracts during the course of your relationship with ICMA-RC- Client Contracts.

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: December 14, 2022

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales, City Clerk

ACTION:

Title- Councilmember-Anticipated Date

1. Firework Ordinance - Morabito - Feb 2023
2. Clinton Keith Road on/off Ramp Maintenance - Moore - Jan 2023
3. Specifications for Little Free Library and other community donated items - Morabito - Feb 2023
4. Amend Fencing Requirements - Benoit - TBD
5. Amend Multi-Family Design Guidelines - Benoit - TBD

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.1
Meeting Date: December 14, 2022

SUBJECT: November 9, 2022-Cemetery Minutes

SUBMITTED BY: Jandi Aguilar

PREPARED BY: Jandi Aguilar, Administrative Analyst

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
11-9-22 Cem Min.docx

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT CC - REGULAR MEETING
WEDNESDAY, NOVEMBER 9, 2022
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular meeting was called to order by Chair Benoit at 8:39 p.m.

ROLL CALL

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

PUBLIC COMMENTS

None

BOARD COMMUNICATIONS

None

APPROVAL OF THE AGENDA AS PRESENTED

No Changes to the agenda as presented

4. CEMETERY CONSENT CALENDAR

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

Motion Approved: 5 – 0
Voting For: Ben J Benoit, Joseph Morabito, Ashlee DePhillippo, Bridgette Moore, Dustin Nigg
Voting Against: None
Abstain: None
Absent: None

4.1 Minutes- October 12, 2022, Regular Meeting

Approved the minutes as presented.

4.2 Warrant Register Cemetery October 2022

Approved the following:

For the 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
Approved the Treasurer's Report for September 2022.

5. CEMETERY PUBLIC HEARING
None

6. CEMETERY GENERAL BUSINESS
None

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 8:40 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

Approved by:

_____
Joseph Morabito
Vice-Chair

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: December 14, 2022

SUBJECT: Warrant Register Cemetery November 2022

SUBMITTED BY: Robert Howell

PREPARED BY: Nicholas Neidiffer , Accounting Specialist

ACTION:
Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 11-03-2022 in the amount of $176.31.
2. Warrant Register dated 11-10-2022 in the amount of $2,848.19.
3. Warrant Register(s) dated 11-17-2022 in the amount of $1,095.90.

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 Nov 2022 Voucher Listings

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215805	11/3/2022	000367 CINTAS CORPORATION	4136094379		STAFF UNIFORM & TOWEL MAINTENANCE	77.72
					Total :	**77.72**
215806	11/3/2022	000094 STAUFFERS LAWN EQUIPMENT	301810B		FACILITY MATERIAL	98.59
					Total :	**98.59**
	2 Vouchers for bank code : wf				**Bank total :**	**176.31**
	2 Vouchers in this report				**Total vouchers :**	**176.31**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215841	11/10/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11991052		09/19/22-10/18/22 CEMETERY WATER SERVICE	2,240.39
					Total :	**2,240.39**
215842	11/10/2022	000941 FRONTIER	101922		CEMETERY VOICE/INTERNET SVC 10/19/22-11/	70.80
					Total :	**70.80**
215843	11/10/2022	000186 RIGHTWAY	316900		CEMETERY RESTROOM MAINTENANCE/SERVICE 10	449.55
					Total :	**449.55**
215844	11/10/2022	000790 SPARKLETTS	11522		THROUGH 11/05/22 DRINKING WATER - CEMETE	52.45
					Total :	**52.45**
215845	11/10/2022	000094 STAUFFERS LAWN EQUIPMENT	302617		EQUIPMENT MAINTENANCE REPAIR	35.00
					Total :	**35.00**

5 Vouchers for bank code : wf **Bank total :** **2,848.19**

5 Vouchers in this report **Total vouchers :** **2,848.19**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215883	11/17/2022	001258 SUNBELT RENTALS, INC.	131922558-0001B		CEMETERY EQUIPMENT RENTAL	235.90
					Total :	**235.90**

1 Vouchers for bank code : wf **Bank total :** **235.90**

1 Vouchers in this report **Total vouchers :** **235.90**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
215884	11/17/2022	000434 PONTEM SOFTWARE BY RIA	11051C		CEMETERY MANAGEMENT SOFTWARE 07/01/22-06	860.00
					Total :	**860.00**

1 Vouchers for bank code : wf **Bank total :** **860.00**

1 Vouchers in this report **Total vouchers :** **860.00**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: December 14, 2022

SUBJECT: October 2022 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz, Senior Administrative Analyst

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

SUMMARY:
October 2022 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of October 2022.

FISCAL IMPACT:
None.

ATTACHMENTS:
October 2022 Cemetery Treasurers Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2022

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	$ 240,946.95	$ 240,946.95	$ 240,946.95	100.00%	0	Variable
TOTAL	$ 240,946.95	$ 240,946.95	$ 240,946.95	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	$ 242,263.31	$ -	$ (1,316.36)	$ 240,946.95	Variable
TOTAL	$ 242,263.31	$ -	$ (1,316.36)	$ 240,946.95	

TOTAL INVESTMENT	$ 240,946.95

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

11/7/2022

Date