CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, NOVEMBER 13, 2024

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION

RECOMMENDATION:

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

• Bush et al v. City of Wildomar et al; case number CVSW2308821

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

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

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

FLAG SALUTE

PRESENTATIONS
1. Recognition: Community Outreach Ministry - 24th Anniversary Celebration
2. Proclamation: Small Business Saturday - November 30, 2024

DEPARTMENT REPORTS

Police Department Quarterly Update

RECOMMENDATION:
Receive and file.

Fire Department Quarterly Update

RECOMMENDATION:
Receive and file.

PUBLIC COMMENTS

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

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

1. CONSENT CALENDAR

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

1.1 City Council/Cemetery District Minutes - October 9, 2024.

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.2 October 2024 City Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2024/2025:
1. Warrant Register dated 10-03-2024 in the amount of $107,509.71
2. Warrant Register dated 10-10-2024 in the amount of $189,783.71
3. Warrant Register dated 10-14-2024 through 10-17-2024 in the amount of $988,703.56
4. Warrant Register dated 10-24-2024 in the amount of $173,253.53
5. Warrant Register dated 10-28-2024 through 10-31-2024 in the amount of $270,452.72
6. Wire Transfer Register dated 10-31-2024 in the amount of $58,648.81
7. Payroll Register dated 11-01-2024 in the amount of $298,415.54

1.3 September 2024 City Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for September 2024.

1.4 Wildomar Crossroads Rough Grading Agreement and BMP Agreements

Location: Northwest Corner of Wildomar Trail and Clinton Keith Road
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the City Manager to execute the Rough Grading Agreement and BMP Agreements with Wildomar 150 Development LLC, a Delaware limited liability company, and Sage CK 15 Wildomar, LLC a California limited liability corporation, for the Wildomar Crossroads development project.

1.5 Professional Services Agreement with Nichols Consulting Engineers, Chtd., for a Pavement Management Program (PMP) Report, CIP 050-1

Location: Citywide
Presented By: Cameron Luna , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the City Manager to execute a Professional Service Agreement between the City of Wildomar and Nichols Consulting Engineers, Chtd., to prepare a Pavement Management Program Report.

2. Authorize the City Manager and Public Works Director to approve change orders not to exceed 10% of the contract amount (contingency).

3. Approve a supplemental appropriation of $27,500 in AQMD Fund 203 (Formerly Fund 210) as identified in the Fiscal Impact and Account Code sections of this staff report to allocate AQMD funds to the Project.

1.6 Accept Portions of Richard Street for Public Use and into the City's Maintained Road System

Location: Richard Street north of Corydon St. and west of Grand Ave. (City of Wildomar and County of Riverside Boundary)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE FOR A PORTION OF RICHARD STREET

2. Authorize the City Manager to execute a Certificate of Acceptance for right-of-way on Richard St.

1.7 Event Partnership (MOU) Memorandum of Understanding with Holt Ministries for the Elsinore Community Annual Turkey Giveaway

RECOMMENDATION:

1. Authorize the City Manager to sign the MOU with Holt Ministries dependent that the foundation fulfills all requirements; and

2. Waive fees associated to the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

1.8 Community Development Block Grant (CDBG) 2024/2025 Supplemental Agreement for Mission Trail/Sedco Sidewalk Phase III Project (CIP 044-3)

Location: East side of Mission Trail, from Elberta Avenue to Malaga Road
Presented By: Cameron Luna , Public Works/ Engineering Department

RECOMMENDATION:

1. Adopt a Resolution entitled:

RESOLUTION 2024 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2024/2025 IN THE AMOUNT OF $132,515.00 FOR THE SEDCO SIDEWALK PROJECT PHASE III (1.WD.22-24, CIP 044-3)

2. Approve a supplemental appropriation adding $7,600 in expenditures and increasing budgeted revenues by $7,600 for funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate the necessary additional funds to the Project.

1.9 Acceptance of Public Improvements of Tract 32206 by Richmond American Homes of Maryland, Inc., a Maryland corporation.
Location: Palomar Street between Cert Street Place and Ione Lane
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 32206, AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.10 Service Agreement with Allied Universal Janitorial Services for Janitorial Services to City Facilities
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
Authorize the City Manager to execute the services agreement between the City of Wildomar and Allied Janitorial Services and waive any informality or irregularity in the bid.

1.11 Homeless Services Memorandum of Understanding (MOU) with City of Murrieta
Presented By: Raul Berroteran , Code Enforcement Department

RECOMMENDATION:
Authorize the City Manager to execute a Memorandum of Understanding (Attachment A) for Professional Services between the City of Murrieta and the City of Wildomar. This agreement, detailed in Attachment A, will establish a month-to-month arrangement for providing unhoused outreach services.

1.12 Amendment No. 1 to Agreement for On-Call Services with TKE Engineering, Inc.
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the First Amendment to the On-Call Services Agreement with TKE Engineering, Inc.

1.13 Memorandum of Understanding (MOU) with MySafe Riverside to conduct an event in conjunction with Breakfast with Santa
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
1. Authorize the City Manager to sign the MOU with MySafe Riverside dependent that the foundation fulfills all requirements; and

2. Waive fees associated with the application of the Temporary Event Permit dependent that the foundation fulfills all requirements.

2. PUBLIC HEARINGS

2.1 Public Hearing for Annexation No. 12, (Oak Springs Ranch II PP 20-0044) 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. 12
Location: 36101 Inland Valley Drive (southwest corner of Clinton Keith Rd. and Inland Valley Dr.)
Presented By: Jason Farag , Public Works/ Engineering Department

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

RESOLUTION NO. 2024 - _____
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. 12)

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

RESOLUTION NO. 2024 - _____
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. 12)

2.2 **Public Hearing for Annexation No. 7, (Westpark Promenade, Tract Nos. 36781 and 36782) 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. 7**

Location: Vacant Property East of I-15, between Catt Road and Depasqualle Road
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

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

RESOLUTION NO. 2024 - ____

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. 7)

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

RESOLUTION NO. 2024 - ____

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. 7)

2.3 Public Hearing for Annexation No. 11, (Wildomar Commerce Center PM 38646) 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. 11

Location: Southwest Corner of Elizabeth Lane and Clinton Keith Road
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

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

RESOLUTION NO. 2024 - ____

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. 11)

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

RESOLUTION NO. 2024 - ____

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. 11)

2.4 **Tax Equity and Fiscal Responsibility Act Public Hearing Authorizing California Municipal Finance Authority to Issue Bonds on Behalf of Wildomar Family Housing, L.P.**

Location: 32650 Mesa Drive
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing regarding the issuance of revenue bonds along with the related plan of financing for the acquisition, development, construction and equipping of Wildomar Cottages, an 130-unit residential rental project to be located at 32650 Mesa Drive, within the City of Wildomar

2. Adopt a Resolution entitled:

RESOLUTION NO. 2024-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $55,000,000 TO FINANCE AND REFINANCE A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF WILDOMAR FAMILY HOUSING, L.P., A CALFORNIA LIMITED PARTNERSHIP (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO

2.5 The Cake House East Retail Cannabis Proposal (CUP/DA No. 24-0035) - A proposal to establish a store-front retail cannabis business in an approved (not yet built) 3,936 square-foot commercial retail lease space (Catt Crossings Retail Center).

Location: 23825 Catt Road, Wildomar, CA (APN: 380-240-001)
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

The Planning Commission recommends the City Council take the following actions:

1. Find and determine that approval of Conditional Use Permit/Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING CONDITIONAL USE PERMIT NO. 24-0035, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936-FOOT RETAIL LEASE SPACE LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

3. Introduce and Approve for First Reading an Ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING DEVELOPMENT AGREEMENT NO. 24-0035 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936 SQUARE-FOOT RETAIL BUILDING LEASE SPACE LOCATED AT 23825 CATT ROAD (CATT CROSSINGS RETAIL CENTER)

3. GENERAL BUSINESS

3.1 **Ordinance amending Chapters 3.24, 2.08, and 3.28 of the Wildomar Municipal Code Related to Purchasing of Supplies and Equipment and Contracts for Professional Services**

Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:

Introduce and approve the first reading of an ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 3.24, 2.08, AND 3.28 TO THE MUNICIPAL CODE OF THE CITY OF WILDOMAR TO PROVIDE UPDATED GUIDANCE ON THE PURCHASE OF SUPPLIES AND EQUIPMENT AND CONTRACTING FOR PROFESSIONAL SERVICES

3.2 **Resolution opting in to CUPCCAA and Ordinance amending Chapter 3.32 of City of Wildomar Municipal Code to provide informal bidding procedures under the Uniform Public Construction Cost Accounting Act**

Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:

1. Adopt a resolution entitled:

RESOLUTION NO. 2024 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

2. Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 3.32 OF THE MUNICIPAL CODE OF THE CITY OF WILDOMAR TO PROVIDE INFORMAL AND FORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ. OF THE PUBLIC CONTRACT COD)

3.3 **Ordinance amending Chapter 5.04 (Bingo) of the Wildomar Municipal Code related to Nonprofit Bingo Overhead per Senate Bill (SB) 1044**

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 5.04 (BINGO) OF THE WILDOMAR MUNICIPAL CODE

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:

Title- Councilmember-Anticipated Date

1. Expand Pavement Management/Road Rehab Program for private and public roads - Marquez - TBD
2. Discuss restricting certain future uses on major corridors - Marquez - TBD
3. Review current Planning Commission Appointments and reappoint or nominate a new member - Marquez - Nov 2024

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

Board discussion and determination on whether an absence is excused.

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4. CEMETERY CONSENT CALENDAR

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

4.1 City Council/Cemetery District Minutes - October 9, 2024.

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

4.2 October 2024 Cemetery Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2024/2025

1. Warrant Register dated 10-03-2024 in the amount of $974.10.
2. Warrant Register dated 10-10-2024 in the amount of $503.91.
3. Warrant Register dated 10-17-2024 in the amount of $55.07.
4. Warrant Register dated 10-24-2024 in the amount of $112.50.
5. Warrant Register dated 10-31-2024 in the amount of $936.41.

4.3 September 2024 Cemetery Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for September 2024.

5. CEMETERY PUBLIC HEARINGS

6. CEMETERY GENERAL BUSINESS

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

MEETINGS

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

VIEW THE MEETING

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

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

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

PARTICIPATE IN THE MEETING

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

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

ACCOMMODATIONS

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

REPORTS

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

AFFIDAVIT OF POSTING

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

Janet Morales, CMC
City Clerk
Dated: November 7, 2024

SUBJECT: CLOSED SESSION

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

• Bush et al v. City of Wildomar et al; case number CVSW2308821

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

SUBJECT: Police Department Quarterly Update

ACTION:
Receive and file.

FISCAL IMPACT:
This is only an update and therefore does not have any fiscal impact at this time.

ATTACHMENTS:
1. Jul_Sep Wildomar Stats Presentation_2024

City of Wildomar

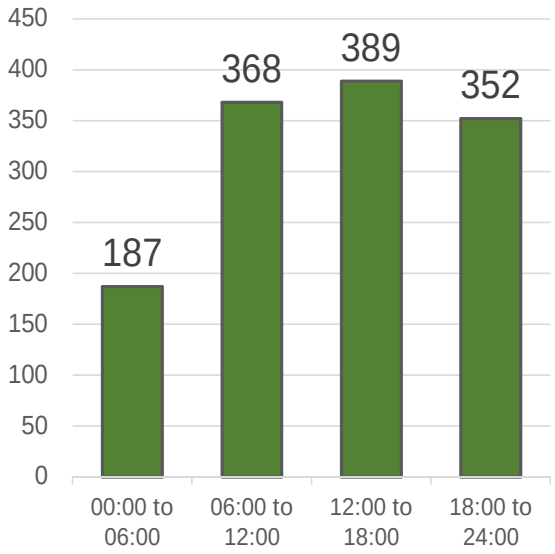
Stats

July to September 2024

Calls for Service

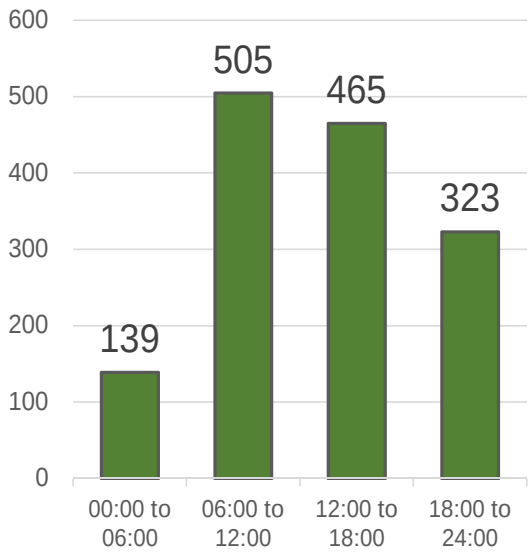
Jul – 1,296

Jul 2023– 1,305



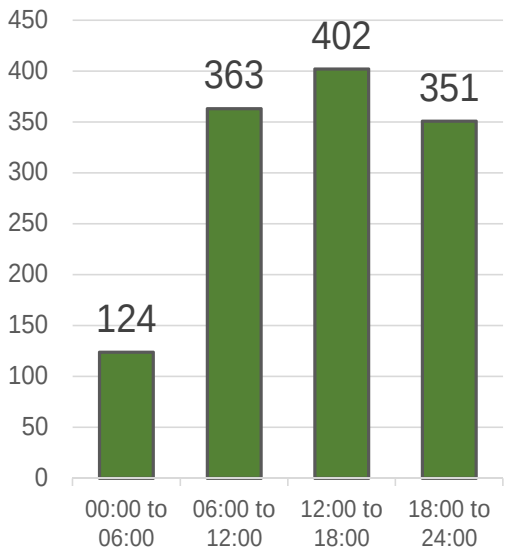
Aug – 1,432

Aug 2023– 1,254

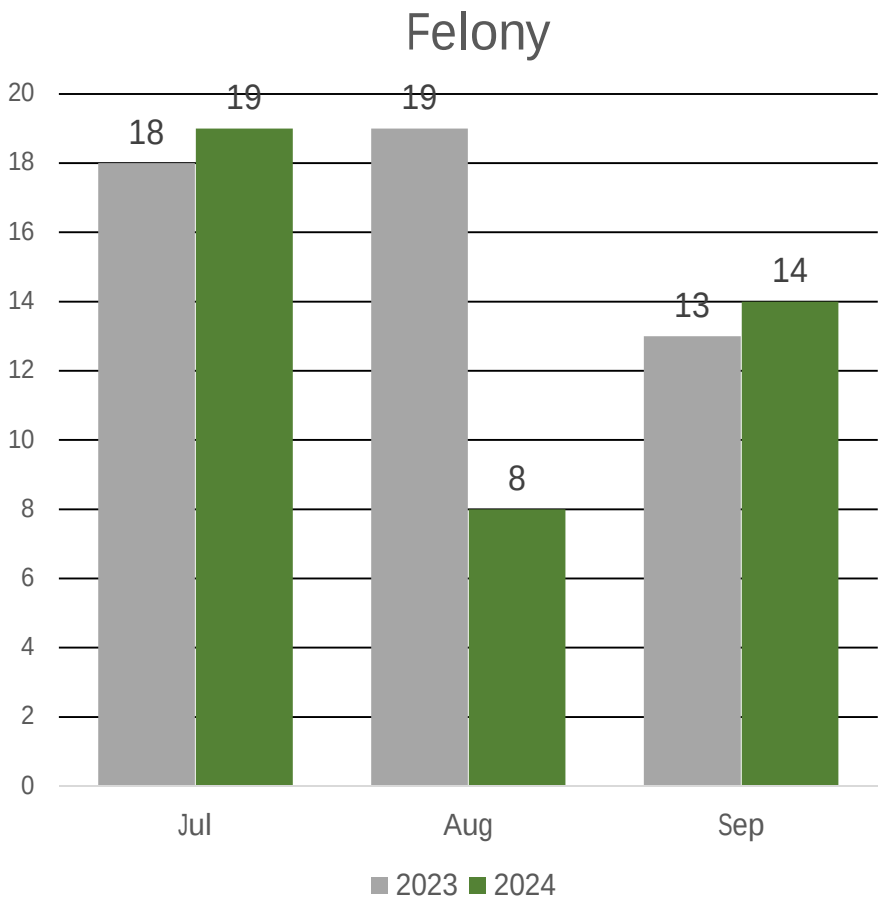


Sep – 1,240

Sep 2023 – 1,420



Arrests


Felony
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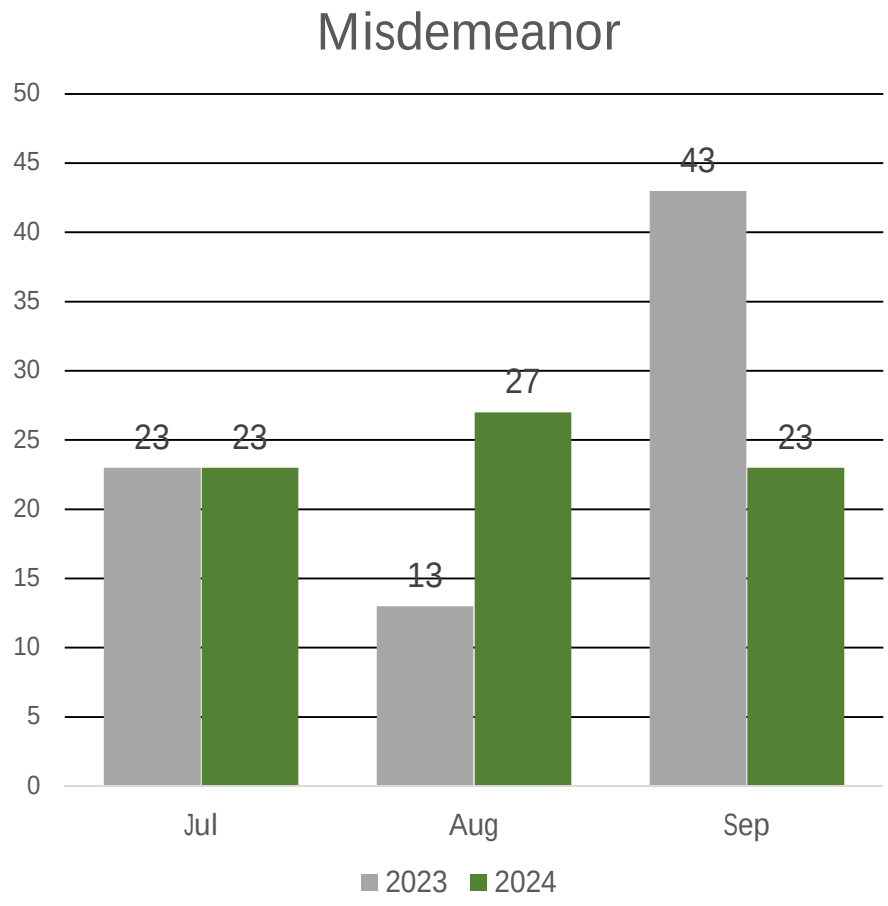
Misdemeanor
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2024

Part 1 - Property & Violent Crimes

	Apr	May	Jun	Jul	Aug	Sep	6-Month 2024	6-Month 2023
Aggravated Assault	2	3	4	4	1	10	24	33
Robbery	0	0	0	0	0	3	3	5
Sex Crimes	0	0	0	3	0	2	5	3
Homicide	1	0	0	0	0	0	1	0
Burglary	11	7	2	10	7	5	42	47
Larceny	19	22	17	25	25	24	132	176
Veh Theft	9	13	3	7	5	3	40	47

Part 1 - Violent Crimes

	Jul		Aug		Sep	
	2023	2024	2023	2024	2023	2024
Aggravated Assault	8	4	10	1	8	10
Robbery	2	0	0	0	0	3
Sex Crimes	0	3	0	0	1	2
Homicide	0	0	0	0	0	0

Part 1 - Property Crimes

	Jul		Aug		Sep	
	2023	2024	2023	2024	2023	2024
Burglary	6	10	10	7	10	5
Larceny	42	25	34	25	22	24
Vehicle Theft	12	7	9	5	8	3

Average Response Time

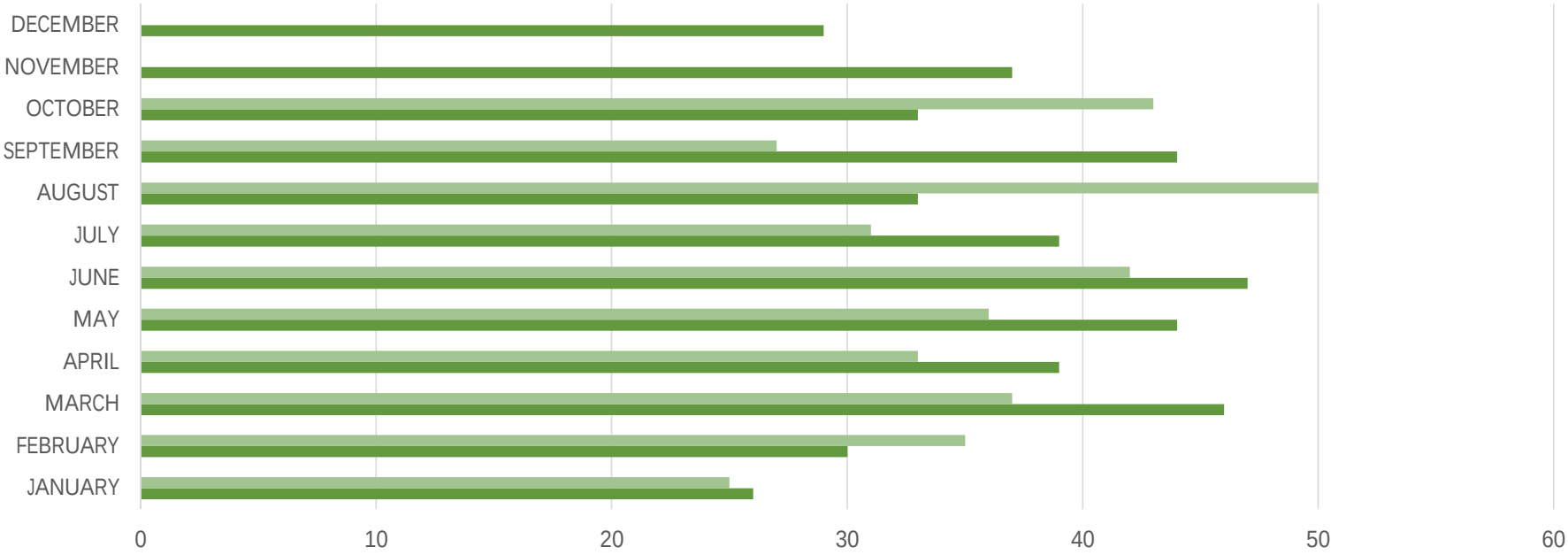
	Priority 1		Priority 2		Priority 3		Priority 4	
	ART	CFS	ART	CFS	ART	CFS	ART	CFS
Jul	7.77	16	26.59	306	40.81	245	48.18	116
Aug	5.66	24	24.67	333	45.93	284	56.67	148
Sep	6.56	25	23.75	299	37.99	222	51.57	141

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

Traffic Collisions

	Jul	Aug	Sep
Total Collisions	31	27	50
Fatal Collisions	0	0	0
Total Citations	121	115	65

Collison Overview



	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
2024	25	35	37	33	36	42	31	50	27	43	0	0
2023	26	30	46	39	44	47	39	33	44	33	37	29

Questions?

SUBJECT: Fire Department Quarterly Update

ACTION:
Receive and file.

FISCAL IMPACT:
None.

ATTACHMENTS:
Wildomar fire department quarterly update July.Aug.Sep.pdf

CITY OF WILDOMAR
CAL FIRE
Riverside County Fire
Quarterly Report

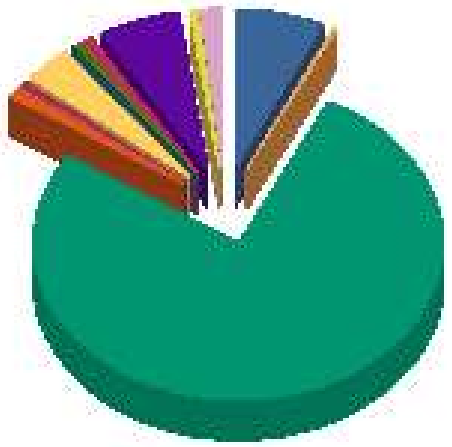
CALLS FOR SERVICE

- Emergency response time averaged 5.0 minutes.

- 1038 Calls for Service

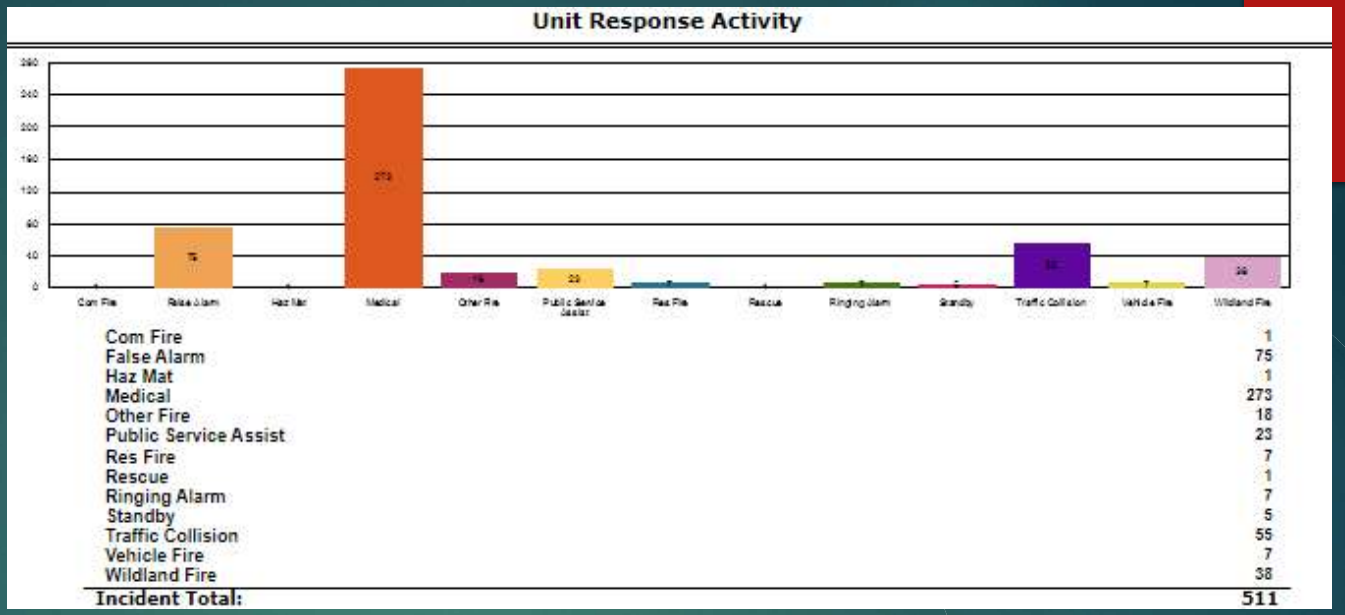
- Wildomar Fire Station 61 = 698
  - Fire Engine 61= 511
  - Medic Squad 61= 254

- Canyon Hills Fire Station: 47
- Menifee Fire Station: 108
- Rancho California Fire Station: 6
- Bear Creek Fire Station: 179



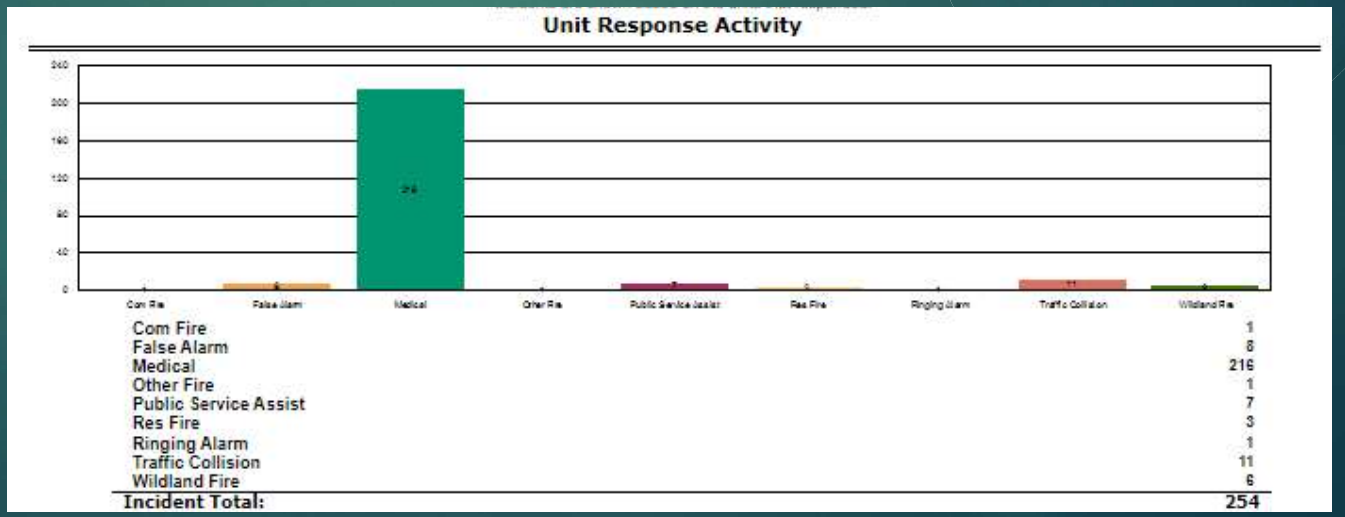
False Alarm	72	6.9%
Haz Mat	2	0.2%
Medical	801	77.2%
Other Fire	9	0.9%
Other Misc	7	0.7%
Public Service Assist	41	3.9%
Res Fire	1	0.1%
Rescue	1	0.1%
Ringing Alarm	7	0.7%
Standby	8	0.8%
Traffic Collision	66	6.4%
Vehicle Fire	7	0.7%
Wildland Fire	16	1.5%
Total:	1,038	100.0%

Engine 61

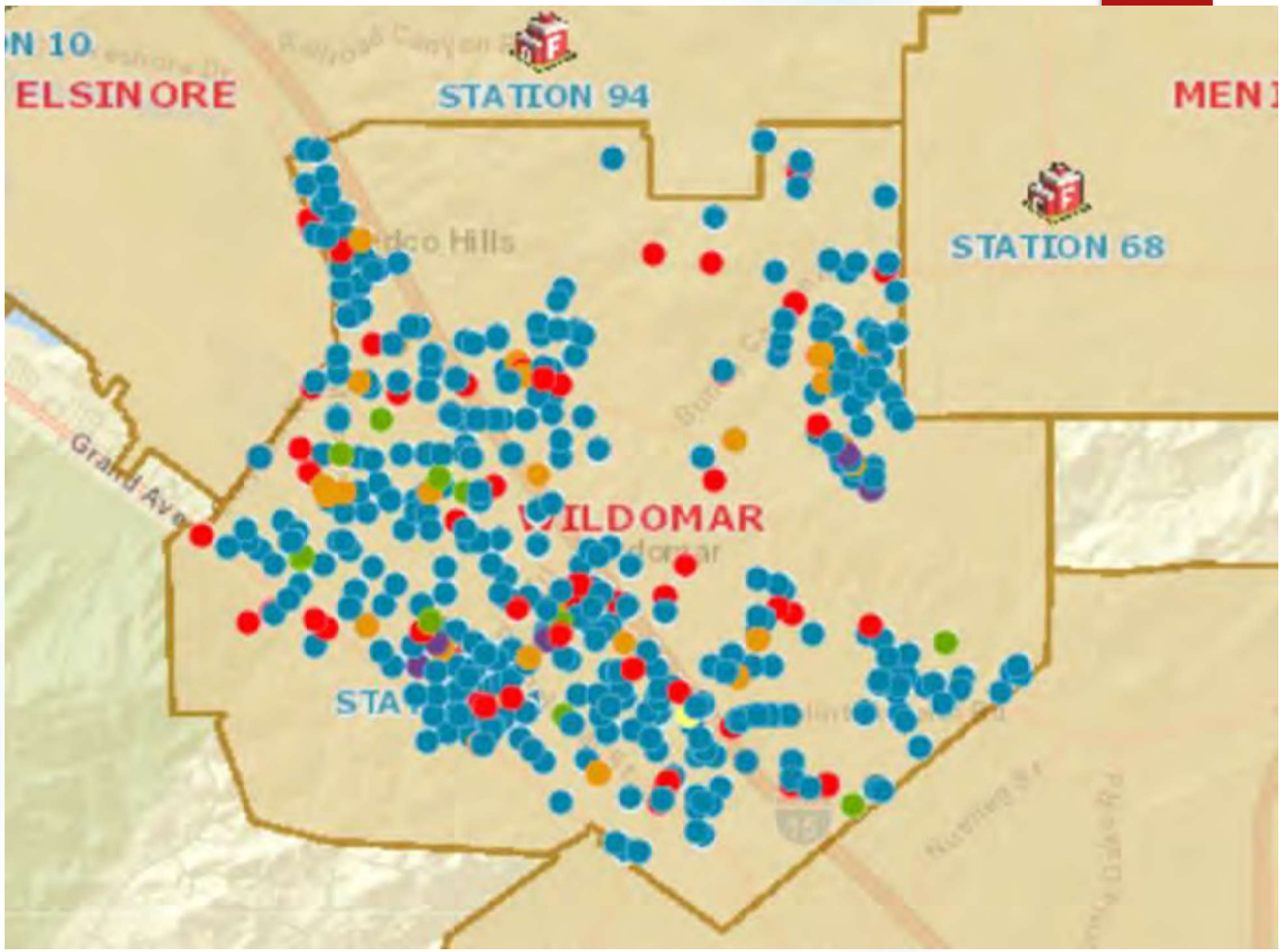


Com Fire	1
False Alarm	75
Haz Mat	1
Medical	273
Other Fire	18
Public Service Assist	23
Res Fire	7
Rescue	1
Ringing Alarm	7
Standby	5
Traffic Collision	55
Vehicle Fire	7
Wildland Fire	38
Incident Total:	**511**

Medic Squad 61



Com Fire	1
False Alarm	8
Medical	216
Other Fire	1
Public Service Assist	7
Res Fire	3
Ringing Alarm	1
Traffic Collision	11
Wildland Fire	6
Incident Total:	**254**


STATION 94
STATION 68
WILDOMAR

Macy Fire

Airport Fire

Office of the Fire Marshal

Plan review:

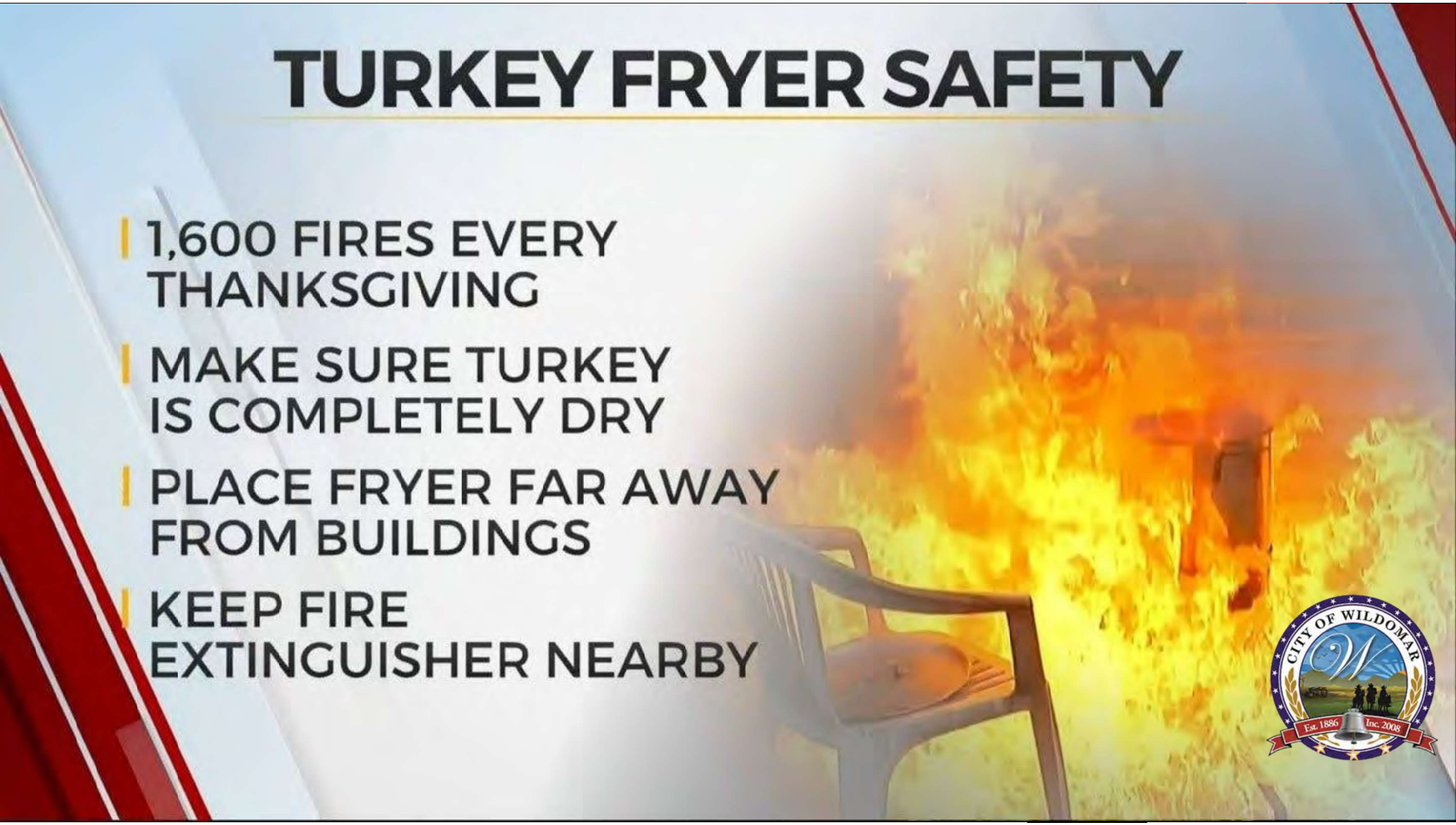
- 79 Plan Reviews
- Average turn around time of 10 days

Fire Inspections:

- 299 Inspections & 973 Weed Abatement Insp.
- Averaged 2 day turn around time 80 percent of the time.

TURKEY FRYER SAFETY

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



CITY OF WILDOMAR
Est. 1886
Inc. 2008

CITY OF WILDOMAR
CAL FIRE/Riverside County Fire
Quarterly Report

Thank you.

Presented by Chief Cody Wright

Accreditation Achievement

- Emergency Medical Dispatching
  - A series of specific questions to understand the caller's situation.
  - Providing pre-arrival instructions
    - Bleeding control
    - Opening an airway
    - CPR
  - Keep people safe or initiate life saving care before the arrival of first responders

❖Determinate Code / Standard Response Plan (SRP)

- Output of the questioning results in a determinant code.
- Each determinate code has a standard response plan.
- The more serious problems result in quicker determinate code results than the lower acuity problems.

Continued.....

Accredited Dispatch Center for EMD

340th in the world

13th in California

1st in Riverside County

Emergency Medical Dispatching

A series of specific questions to understand the caller's situation.

Providing pre-arrival instructions

- Bleeding control
- Opening an airway
- CPR

Keep people safe or initiate life saving care before the arrival of first responders

DATA

- Better Data - Better Decisions
- Electronic PCR's
- Data Mart
- Data Tells a Story
  - Where are the emergencies occurring?
  - What level of acuity are they?
  - Are we over responding or under responding?
  - Do we have areas that tend to have simultaneous emergencies?
- 20-30% of our medical responses are low acuity
- Multiple Unit Responses

EMD REVIEW

Send the **Right Resource** to the **Right Patient** with the **Right Amount of Urgency**

- 5500 Determinate Codes
  - Multiple Unit Responses
  - Responses to facilities with Higher level medical providers
    - 239 DC's = 15,000 responses= 7500 hours
- Emergency Communication Nurse System (ECNS)
  - 49,000 Responses
- Differential Dispatching
  - Code 2 responses
  - ALS and BLS appropriate responses
  - Bypass the closest resource if appropriate

SUBJECT: City Council/Cemetery District Minutes - October 9, 2024.

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 10-09-2024 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, OCTOBER 9, 2024
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 5:30 PM | Regular Session 6:00 PM

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

The Regular Closed Session was called to order by Mayor Moore at 5:30 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

Project: Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) Right-of-Way AcquisitionProperties:?See below Agency negotiator: Dan York, City ManagerNegotiating parties: See below

Negotiating Party/ Property Owner | APN | Location

Western Riverside County Regional Conservation Authority | 366-320-045| North side of Bundy Canyon Road, approximately 637' SW of Raciti Road

Western Riverside County Regional Conservation Authority | 366-320-012| Southeast side of Bundy Canyon Road, beginning +/- 200' northeast of Oak Circle Dr.

Western Riverside County Regional Conservation Authority | 366-320-008 and 366-310-006| Southeast side of Bundy Canyon Road, beginning +/- 200' northeast of Oak Circle Dr.

Bundy Canyon 38, LLC et al (Rancon) | 366-320-053 | North side of Bundy Canyon Road, north of Tulip Lane.

RECONVENE INTO OPEN SESSION

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

ANNOUNCEMENTS

City Attorney Jex stated there were no reportable actions.

ADJOURN CLOSED SESSION

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

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

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

ROLL CALL

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

Members absent: None.

Staff in attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Services Director Torres, Administrative Services Director Schrader, Community Development Director Bassi, Public Works Director Farag, Finance Manager Jantz, Code Enforcement Manager Berroteran and Human Resources and Risk Manager Wolf.

FLAG SALUTE

The flag salute was led by Councilmember Nigg.

PRESENTATIONS

There were no presentations.

DEPARTMENT REPORTS

City Clerk Department Report - Election Update

PUBLIC COMMENTS

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

1. Greg Langworthy, resident
2. Andy Morris, resident

COUNCIL COMMUNICATIONS

The City Council members spoke regarding various committees, comm1ss1ons, and boards that they serve on locally and regionally and community events including:

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Dustin Nigg; seconded by Carlos Marquez to approve the agenda as presented.

Motion Approved: 5 - 0

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

1) CONSENT CALENDAR

Mayor Moore stated that is going to recuse herself on agenda Item #1.12 due to a conflict of interest because she received a donation in excess of $250 from one of the parties.

Greg Langworthy, resident, provided public comment on Agenda Item #1.3.

Moved by Joseph Morabito; seconded by Dustin Nigg to approve the Consent Calendar.

Motion Approved: 5 - 0

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

With Mayor Moore abstaining from Agenda Item 1.12.

1.1) City Council Special Meeting Minutes - August 21, 2024

Approved the minutes as presented.

1.2) City Council/Cemetery District Minutes - September 11, 2024.

Approved the minutes as presented.

1.3) September 2024 Warrant Register

Approved the following:

For Fiscal Year 2023/2024:

1. Warrant Register dated 09-12-2024 in the amount of $926,922.27.

For Fiscal Year 2024/2025:
1. Warrant Register dated 09-05-2024 in the amount of $30,739.89
2. Warrant Register dated 09-12-2024 in the amount of $648,948.37
3. Warrant Register dated 9-16-2024 through 9-30-2024 in the amount of $138,843.48
4. Wire Transfer Register dated 09-30-2024 in the amount of $898,220.92
5. Payroll Register dated 10-01-2024 in the amount of $313,448.43.

1.4) August 2024 City Treasurers Report

Approved the Treasurer's Report for August 2024.

1.5) Annexation No. 7, Tract Nos. 36781 and 36782 into Community Facilities District No. 2022-1 (Services) for Westpark Promenade

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 60
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 7) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.6) Annexation No. 11 into Community Facilities District No. 2022-1 (Services) for Wildomar Commerce Center (PM 38646)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 61
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 11) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.7) Designation of Authority for IRS 945 Form Examination for Calendar Year 2021

Adopted the IRS Authorization and Declaration Form 4564 for the Examination of the City's Form 945 for calendar year 2021.

1.8) Cooperative Funding Agreement with Elsinore Valley Municipal Water District (EVMWD) for the Design of the Bundy Canyon Rd. Waterline Relocation

Authorized the City Manager to execute the Cooperative Funding Agreement with Elsinore Valley Municipal Water District (EVMWD) for the Bundy Canyon Rd. Improvement Project, Segment 2

1.9) Marriott Hotel Precise Grading and BMP Agreements

Authorized the City Manager to execute the Precise Grading Agreement and BMP Agreement with Wildomar DCW, LP.

1.10) Public Improvement Agreement for Offsite Storm Drain for Wildomar Commerce Center

Authorized the City Manager to execute the Public Improvement Agreement for Offsite Storm Drain with White Sable, LLC and Wildomar One, LLC (Developer).

1.11) Measure AA Oversight Advisory Committee Appointment

Reviewed the application for Committee Membership on the Measure AA Oversight Advisory Committee and appointed Hannah Rinehart for a term ending June 2025.

1.12) Bundy Canyon Plaza BMP and Precise Grading Agreements

Authorized the City Manager to execute the Precise Grading Agreement and BMP Agreement with Bundy I-15, LP

2) PUBLIC HEARINGS

2.1) Public Hearing for Annexation No. 12, (Oak Springs Ranch II PP 20-0044) 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. 12

Mayor Moore opened the public hearing.

There were no public comments.

Public Works Director Farag stated that the developer requested that the item be continued to November 13, 2024.

CALL TO ORDER WILDOMAR CEMETERY DISTRICT MEETING & ROLL CALL

Mayor Moore called to order the Wildomar Cemetery District Meeting at 6:48 p.m.

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

Members absent: None.

3) GENERAL BUSINESS

3.1) Construction Contract Award - Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1)

Public Works Director Farag presented the staff report.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to
1. Authorize the City Manager to execute a construction contract with Van Engineering, Inc. in the amount of $7,695,693 for the Palomar Street Widening, Phase 2, and Cemetery Improvements, Phase 1, Projects (CIP 028-2 and 067-1) (Projects) and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director to approve change orders not to exceed 5% of the construction contract amount (contingency).

3. Authorize the Public Works Director to execute a Task Agreement with GeoCon West, Inc., under their existing on-call services agreement with the City, in the amount of $87,774.88 for material testing for the Projects, plus Extra Work

Authorizations not to exceed $10,000, for a total not to exceed of $97,774.88.

4. Authorize the City Manager to execute the Fifth Amendment with Mark Thomas, Inc. in the amount of $103,124 for design construction support, for a total not to exceed $103,124.

5. Authorize the Public Works Director to execute a Task Agreement with Interwest Consulting Group, under their existing on-call services agreement with the City, in the amount of $246,882 for Construction Management and Inspection services for the Projects, plus Extra Work Authorizations not to exceed $12,118, for a total not to exceed of $259,000.

6. Approve a supplemental appropriation for Fund 503 (TUMF) to add $374,500 in revenue and expenditures.

7. Approve a supplemental appropriation for Fund 201 (Measure A) to add $56,000 in expenditures.

8. Approve a revised appropriation for Fund 120 (Measure AA) to reduce expenditures by $506,500.

9. Approve a supplemental appropriation to Fund 300 (Cemetery) for an additional $500,000 in transfers out expenditures to Cemetery Fund 302.

10. Approve a revised appropriation for Fund 302 (Cemetery CIP) to increase expenditure appropriations by $925,000 and budgeted transfers in revenue by $1,743,000 to bring both the total appropriations and revenue to $1,843,000 each.

11. Approve a supplemental appropriation in Fund 440 (DIF) for an additional $405,000 in expenditures.

12. Approve a decrease in appropriations and revenues in Fund 500 Capital Reinvestment in the amount of $13,000.

13. Approve a supplemental appropriation in the General Fund to increase contractual service appropriations by $1,243,000 in the Police department in order to account for the reallocation of ARPA to the Cemetery Improvements Fund 302.

14. Adopt a Resolution entitled:

RESOLUTION 2024 - 64
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING PROJECT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE PALOMAR STREET WIDENING PROJECT, PHASE 2 (CIP 028-2) AND THE CEMETERY IMPROVEMENTS PROJECT, PHASE 1 (CIP 067-1) (“PROJECTS”) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH VAN ENGINEERING, INC. FOR THE PROJECTS

Motion Approved: 5 - 0

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

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

CITY MANAGER REPORT

City Manager York presented the update.

Community Development Director Bassi presented the General Plan and Development Code Update.

FUTURE AGENDA ITEMS

Future Agenda Items

Added:

Restricting certain future uses on major corridors - Marquez
Review current Planning Commission appointments and potentially reappoint or nominate a new commissioner of the Council's choosing. - Marquez

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 7:25 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair Moore at 7:25 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Dustin Nigg to approve the agenda as presented.

Motion Approved: 5 - 0

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

4) CEMETERY CONSENT CALENDAR

4.1) City Council/Cemetery District Minutes - September 11, 2024.

Approved the minutes as presented.

4.2) September 2024 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2024/2025
1. Warrant Register dated 09-05-2024 in the amount of $124.59
2. Warrant Register dated 09-12-2024 in the amount of $92.39.

4.3) August 2024 Cemetery Treasurers Report

Approved the Treasurer's Report for August 2024.

Moved by Dustin Nigg; seconded by Carlos Marquez to approve the Cemetery Consent Calendar.

Motion Approved: 5 - 0

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

5) CEMETERY PUBLIC HEARINGS

There were no items scheduled.

6) CEMETERY GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no general manager report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Moore adjourned the Wildomar Cemetery District Meeting at 7:26 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

SUBJECT: October 2024 City Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Year 2024/2025:
1. Warrant Register dated 10-03-2024 in the amount of $107,509.71
2. Warrant Register dated 10-10-2024 in the amount of $189,783.71
3. Warrant Register dated 10-14-2024 through 10-17-2024 in the amount of $988,703.56
4. Warrant Register dated 10-24-2024 in the amount of $173,253.53
5. Warrant Register dated 10-28-2024 through 10-31-2024 in the amount of $270,452.72
6. Wire Transfer Register dated 10-31-2024 in the amount of $58,648.81
7. Payroll Register dated 11-01-2024 in the amount of $298,415.54

SUMMARY:
October 2024 City Warrant Register

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

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

ATTACHMENTS:
Warrant Register October 2024.pdf

Date	Type	Document Number	Name	Account	Memo	Amount	Dep
10/3/2024	Bill Payment	218837	V01905 ABSOLUTE INTERNATIONAL, SECURITY INC	1010 1010	Security Patrol	(9,333.09)	City
10/3/2024	Bill Payment	218838	V02198 ADELLA SANCHEZ	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(20.00)	City
10/3/2024	Bill Payment	218839	V02197 ADRIANA BROWN	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(40.00)	City
10/3/2024	Bill Payment	218840	V02221 AFFIRMED HOUSING GROUP	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(2,000.00)	City
10/3/2024	Bill Payment	218841	V01685 AMAZON CAPITAL SERVICES	1010 1010	City Clerk non Departmental Supplies	(1,982.96)	City
10/3/2024	Bill Payment	218842	V02192 Benito Sanchez	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(20.00)	City
10/3/2024	Bill Payment	218844	V02193 CASSANDRA GRIFFITH	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(20.00)	City
10/3/2024	Bill Payment	218845	V02194 DENISE GREGORY	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(40.00)	City
10/3/2024	Bill Payment	218846	V01443 FRANCHISE TAX BOARD	1010 1010	Withholding Order - R Berroteran Case #545957597	(150.00)	City
10/3/2024	Bill Payment	218847	V02222 GENERAL CODE	1010 1010	Ecode360 Annual Maintenance 4/1/24-8/31/24	(2,897.08)	City
10/3/2024	Bill Payment	218848	V02196 KAREN ELLISON	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(20.00)	City
10/3/2024	Bill Payment	218849	V01133 LIFTOFF, LLC	1010 1010	Microsoft Renewal	(22,080.00)	City
10/3/2024	Bill Payment	218850	V02195 MARSHA MORRIS	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(40.00)	City
10/3/2024	Bill Payment	218851	V02039 ST. FRANCIS ELECTRIC	1010 1010	Traffic Signal Maintenance Services August 2024	(925.32)	City
10/3/2024	Bill Payment	218852	V00433 VERIZON WIRELESS	1010 1010	09/23/24-10/22/24 Data Internet Chrg. 6192 Windsong	(40.01)	City
10/3/2024	Bill Payment	218853	V00035 AMERICAN FORENSIC NURSES	1010 1010	Blood Draw	(566.00)	City
10/3/2024	Bill Payment	218854	V01920 AT&T	1010 1010	LEA Tracking Numbers	(825.00)	City
10/3/2024	Bill Payment	218855	V00036 BIO-TOX LABORATORIES	1010 1010	RC Sheriff - Lab Services	(873.08)	City
10/3/2024	Bill Payment	218856	V00081 BURKE, WILLIAMS AND SORENSON,, LLP	1010 1010	Reimbursement: Special Event -Mariachi Night Cancellation	(500.00)	City
10/3/2024	Bill Payment	218857	V01792 COUNTY OF RIVERSIDE PUBLIC, SAFETY ENTERPRISE COMMUNI	1010 1010	Monthly Radio Communication - Sheriff	(761.94)	City
10/3/2024	Bill Payment	218858	V00059 DEPARTMENT OF JUSTICE	1010 1010	August 2024 Blood Alcohol Analysis (2)	(308.00)	City
10/3/2024	Bill Payment	218859	V00024 SOUTHERN CALIFORNIA EDISON	1010 1010	08/27/24-09/25/24 Elec 32637 Gruwell (FS61)	(12,859.80)	City
10/3/2024	Bill Payment	218860	V00014 ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	1010 1010	08/18/24-09/17/24 Water 24707 Prielipp Rd	(3,995.50)	City
10/3/2024	Bill Payment	218861	V00073 INTERWEST CONSULTING GROUP	1010 1010	Professional Services - July 2024	(43,843.94)	City
10/3/2024	Bill Payment	218862	V01640 LACHGAR, ABDURAHMAN	1010 1010	2025 AEP Conference	(595.00)	City
10/3/2024	Bill Payment	218863	V01458 MOTOPORT USA	1010 1010	Motor Deputy - Uniform	(2,770.11)	City
10/3/2024	Bill Payment	218864	V02223 VIVIANA DA SILVA	1010 1010	Mileage Reimbursement: 9/07/24-9/20/24	(2.88)	City
10/10/2024	Bill Payment	2530108	V01318 GEOCON WEST, INC.	1010 1010	Professional Services Through 6/30/2024	(2,311.00)	City
10/10/2024	Bill Payment	2530109	V00912 TKE ENGINEERING INC	1010 1010	Contractual Svc 07/01/24-07/31/24	(35,861.50)	City
10/10/2024	Bill Payment	2530110	V02191 LIFE TREE SERVICES	1010 1010	Emergency tree branch removal at 23035 Cinnabar Ct, Wildomar	(3,800.00)	City
10/10/2024	Bill Payment	2530111	V00522 PRINT POSTAL	1010 1010	PW/Eng. Supplies, Business Cards	(225.75)	City
10/10/2024	Bill Payment	2530112	V01095 SIGNS BY TOMORROW	1010 1010	Installation Services & Digital Cal	(1,160.80)	City
10/10/2024	Bill Payment	2530113	V01101 PLACEWORKS	1010 1010	August 2024 Contractual Svc - Clinton Keith Widening	(14,961.01)	City
10/10/2024	Bill Payment	2530114	V00996 ARCHITERRA DESIGN GROUP	1010 1010	07/25/24-08/24/24 E-mail - Respond to Applicant Questions regarding Upcoming Delta Sel	(7,652.18)	City
10/10/2024	Bill Payment	2530115	V02039 ST. FRANCIS ELECTRIC	1010 1010	Traffic Signal Response August 2024	(4,571.60)	City
10/10/2024	Bill Payment	2530116	V01659 INFINITY TECHNOLOGIES	1010 1010	Sep 2024 GIS Contractual Services	(3,200.00)	City
10/10/2024	Bill Payment	2530117	V00081 BURKE, WILLIAMS AND SORENSON,, LLP	1010 1010	Professional Services Fees - August 2024	(59,329.55)	City
10/10/2024	Bill Payment	2530118	V00433 VERIZON WIRELESS	1010 1010	September 2024 Charges	(1,502.05)	City
10/10/2024	Bill Payment	218865	V00912 TKE ENGINEERING INC	1010 1010	Contractual Svc 08/01/24-08/31/24	(968.00)	City
10/10/2024	Bill Payment	218866	V00679 GREAT AMERICA FINANCIAL SERVIC	1010 1010	Canon Color Copier Syst. #019-1780554	(242.81)	City
10/10/2024	Bill Payment	218867	V00014 ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	1010 1010	08/16/24-09/16/24 Water Zone 62- 22933 Delca Lane	(9,984.08)	City
10/10/2024	Bill Payment	218869	V01015 SPICER CONSULTING GROUP	1010 1010	Administration - September	(4,964.00)	City
10/10/2024	Bill Payment	218870	V00024 SOUTHERN CALIFORNIA EDISON	1010 1010	09/01/24-09/30/24 Electric CFD 2013-001 Zone 2	(8,187.17)	City
10/10/2024	Bill Payment	218871	V00018 INNOVATIVE DOCUMENT SOLUTIONS	1010 1010	9/1/24-9/30/24 Contract Copier Services Maintenance/Repairs, Ink/Toner(5 copiers)	(1,007.06)	City
10/10/2024	Bill Payment	218872	V01204 MURRIETA/WILDOMAR CHAMBER, OF COMMERCE	1010 1010	State of the City	(17,300.00)	City
10/10/2024	Bill Payment	218873	V01412 BERNARD, BRIANNA	1010 1010	Planning Commission Meeting 10/02/24	(75.00)	City
10/10/2024	Bill Payment	218874	V01461 BANKS, ARRIN	1010 1010	Planning Commission Meeting 10/02/24	(75.00)	City
10/10/2024	Bill Payment	218875	V01336 FILAR, ERIC	1010 1010	Planning Commission Meeting 10/02/24	(75.00)	City
10/10/2024	Bill Payment	218876	V00989 STRONG, KIM	1010 1010	Planning Commission Meeting 10/02/24	(75.00)	City
10/10/2024	Bill Payment	218877	V02112 JEMANE HEIDI	1010 1010	Mileage Reimbursement: 08/01/24-09/30/24	(54.40)	City
10/10/2024	Bill Payment	218879	V01659 INFINITY TECHNOLOGIES	1010 1010	September 2024 Datto Office 365 Backup Service	(12,050.75)	City
10/10/2024	Bill Payment	218880	V01443 FRANCHISE TAX BOARD	1010 1010	Withholding Order - R Berroteran Case #545957597	(150.00)	City
10/14/2024	Bill Payment	218881	V00559 WASTE MANAGEMENT	1010 1010	City of Wildomar Delinquent Trash Charges from Calendar Year 2022 Received FY2023-24	(101,753.26)	City
10/17/2024	Bill Payment	218882	V00034 A BETTER PARTY, INC.	1010 1010	Chair Rental for Crime and Safety Town Hall	(511.60)	City
10/17/2024	Bill Payment	218883	V02164 ALVAREZ JOSE	1010 1010	Mileage Reimbursement: 9/23/24-10/4/24	(142.71)	City
10/17/2024	Bill Payment	218884	V02225 AMERICAN SOCIETY OF CIVIL ENGINEERS LOS ANGELES	1010 1010	Employment Advertisement for: Senior Eng (Land Dev)	(300.00)	City
10/17/2024	Bill Payment	218885	V00996 ARCHITERRA DESIGN GROUP	1010 1010	08/25/24-09/24-24 CIP 099, Design PS&E - Sep 2024	(14,139.25)	City
10/17/2024	Bill Payment	218886	V00754 ARMADA ADMINISTRATORS	1010 1010	October 2024 Premium and Concierge Fees	(4,278.00)	City
10/17/2024	Bill Payment	218887	V02202 BARR DOOR, INC	1010 1010	Payment for restocking of doors parts. Canceled repair service	(1,021.98)	City
10/17/2024	Bill Payment	218888	V01741 CALIFORNIA CONSULTING, INC.	1010 1010	Grant Writing Service - Oct 2024 Retainer	(5,200.00)	City
10/17/2024	Bill Payment	218889	V02159 CENTRAL SECURITY SERVICES	1010 1010	Fire Monitoring Installation Services	(285.68)	City
10/17/2024	Bill Payment	218890	V01754 CHARTER COMMUNICATIONS	1010 1010	Cable through 11/07/24 - FS61	(5.35)	City

10/17/2024	Bill Payment 218891	V00004 CRYSTAL CLEAN MAINTENANCE	1010	1010	October 2024- City Hall Janitorial Services	(3,214.75) City
10/17/2024	Bill Payment 218892	V01331 DEANZA TERMITE & PEST CONTROL, INC	1010	1010	Pest Control Marna (09/24/24	(72.50) City
10/17/2024	Bill Payment 218893	V00024 SOUTHERN CALIFORNIA EDISON	1010	1010	09/12/24-10/10/24 23873 Clinton Keith Rd Suite 103	(2,003.49) City
10/17/2024	Bill Payment 218894	V01498 ENDEAVOR VIDEO MARKETING, LLC	1010	1010	State of the City	(5,250.00) City
10/17/2024	Bill Payment 218895	V01318 GEOCON WEST, INC.	1010	1010	Contractual Services through 8/11/2024	(1,240.00) City
10/17/2024	Bill Payment 218896	V02126 GOD'S FAN CLUB DBA: PROJECT TOUCH	1010	1010	To record Wildomar City Shelter Grant - September 2024	(4,045.00) City
10/17/2024	Bill Payment 218897	V00679 GREAT AMERICA FINANCIAL SERVIC	1010	1010	Canon Color Copier Syst. 020-1472515	(359.97) City
10/17/2024	Bill Payment 218898	V01925 HONOR PLUMBING CO	1010	1010	Service - Maintenance/Repair	(350.00) City
10/17/2024	Bill Payment 218899	V01659 INFINITY TECHNOLOGIES	1010	1010	GIS Special Projects (Hourly)	(775.00) City
10/17/2024	Bill Payment 218900	V00495 INLAND EMPIRE LANDSCAPE INC	1010	1010	August 2024 and September - City Parks Irrigation Extras	(14,022.00) City
10/17/2024	Bill Payment 218901	V02043 ORACLE AMERICA, INC.	1010	1010	New ERP replacement (September) 8/26/24-9/20/24	(51,612.91) City
10/17/2024	Bill Payment 218902	V00186 PITNEY BOWES	1010	1010	Postage Meter Refill 9/17/24	(502.25) City
10/17/2024	Bill Payment 218903	V01101 PLACEWORKS	1010	1010	August 2024 Prof. Svcs. - CIP 099 20 - Acre Park	(38,840.38) City
10/17/2024	Bill Payment 218904	V00044 PV MAINTENANCE, INC.	1010	1010	Maintenance -August 2024	(48,943.84) City
10/17/2024	Bill Payment 218905	V02224 REBECCA HINES	1010	1010	Refund of Overcharges Fees	(42.00) City
10/17/2024	Bill Payment 218906	V00150 RIVERSIDE COUNTY EXECUTIVE, OFFICE	1010	1010	Animal Shelter/Operations 2nd quarter, October -December 2024	(214,050.00) City
10/17/2024	Bill Payment 218907	V00049 RIVERSIDE COUNTY, SHERIFF'S DEPARTMENT	1010	1010	Riverside County Sheriff's Office Contract Law Enforcement	(468,966.74) City
10/17/2024	Bill Payment 218908	V01913 SCA OF CA, LLC	1010	1010	September 2024	(5,614.88) City
10/17/2024	Bill Payment 218909	V01386 SOCALGAS	1010	1010	09/06/24-10/08/24 Gas -Fire Dept 32637 Gruwell	(48.97) City
10/17/2024	Bill Payment 218910	V01799 SOUTHERN CALIFORNIA NEWS, GROUP	1010	1010	Legal Notice - CFD 2022-1 Annex 12	(461.21) City
10/17/2024	Bill Payment 218912	V00104 ULINE	1010	1010	Departmental Supplies	(649.84) City
10/24/2024	Bill Payment 218913	V02235 KAISER FOUNDATION HEALTH PLAN DBA KAISER PERMANENTE	1010	1010	Developer Deposit Reimbursement for Unused Funds	(94,819.45) City
10/24/2024	Bill Payment 218914	V00495 INLAND EMPIRE LANDSCAPE INC	1010	1010	August 2024 and September - City Parks Irrigation Extras	(79.43) City
10/24/2024	Bill Payment 218915	V02081 CORODATA SHREDDING, INC	1010	1010	Shredding Services for City Hall	(99.00) City
10/24/2024	Bill Payment 218916	V00024 SOUTHERN CALIFORNIA EDISON	1010	1010	09/13/24 - 10/13/24 24211 Clinton Keith Rd TC1	(641.18) City
10/24/2024	Bill Payment 218917	V02234 iPERMIT, LLC	1010	1010	Developer Deposit Reimbursement for Unused Funds	(258.60) City
10/24/2024	Bill Payment 218918	V01095 SIGNS BY TOMORROW	1010	1010	Wildomar Public Hearing Sign	(594.05) City
10/24/2024	Bill Payment 218920	V01411 WEBB MUNICIPAL FINANCE, LLC	1010	1010	Measure Z Annual Admin Parks Tax FY/24/25	(5,630.80) City
10/24/2024	Bill Payment 218921	V01905 ABSOLUTE INTERNATIONAL, SECURITY INC	1010	1010	Security Patrol	(9,034.72) City
10/24/2024	Bill Payment 218922	V00065 TYLER TECHNOLOGIES	1010	1010	Tyler Eden Support	(262.50) City
10/24/2024	Bill Payment 218923	V00303 JOE A. GONSALVES & SON	1010	1010	September 2024 Prof. Contractual Legislative Advocacy Svcs	(3,000.00) City
10/24/2024	Bill Payment 218924	V00033 AFLAC, REMITTANCE PROCESSING, CENTER	1010	1010	Aflac Premium Statement October 2024	(307.07) City
10/24/2024	Bill Payment 218925	V00029 DIRECT TV	1010	1010	10/12/24-11/11/24 Cable Services - City Hall	(168.99) City
10/24/2024	Bill Payment 218926	V01685 AMAZON CAPITAL SERVICES	1010	1010	Supplies	(72.24) City
10/24/2024	Bill Payment 218927	V01640 LACHGAR, ABDURAHMAN	1010	1010	APA Conference, and Mileage Reimburse	(242.27) City
10/24/2024	Bill Payment 218928	V00679 GREAT AMERICA FINANCIAL SERVIC	1010	1010	Canon Color Copier Syst. #016-1585799	(214.24) City
10/24/2024	Bill Payment 218929	V01642 HILLSIDE HEATING & A/C INC	1010	1010	A/C Repairs for Unit	(340.12) City
10/24/2024	Bill Payment 218930	V02220 BOOT BARN HOLDINGS	1010	1010	Work Boots: (Drew Jenkins)	(181.05) City
10/24/2024	Bill Payment 218931	V00784 SPARKLETTS	1010	1010	City Hall Drinking Water Through 10/12/24	(653.34) City
10/24/2024	Bill Payment 218932	V01925 HONOR PLUMBING CO	1010	1010	Deposit for Parts	(2,200.00) City
10/24/2024	Bill Payment 218933	V01015 SPICER CONSULTING GROUP	1010	1010	CFD 2022-1 Annex 12, OSR II (100%)	(7,000.00) City
10/24/2024	Bill Payment 218934	V00754 ARMADA ADMINISTRATORS	1010	1010	November 2024 Premium and Claims Concierge Fee	(4,278.00) City
10/24/2024	Bill Payment 218935	V02228 PLANETBIDS, LLC	1010	1010	Term Year 2024-2025 as per the signed SSA	(10,575.00) City
10/24/2024	Bill Payment 218936	V01615 COMMERCIAL BUILDING MANAGEMENT, SERVICES INC	1010	1010	September 2024 Supplies	(4,985.79) City
10/24/2024	Bill Payment 218937	V02164 ALVAREZ JOSE	1010	1010	Mileage Reimbursement: 10/4/24-10/17/24	(60.97) City
10/24/2024	Bill Payment 218938	V02043 ORACLE AMERICA, INC.	1010	1010	New ERP replacement (October) 09/22/24-10/17/24	(26,871.77) City
10/24/2024	Bill Payment 218939	V01252 SUNBELT RENTALS, INC.	1010	1010	Family Fun Event	(525.98) City
10/24/2024	Bill Payment 218940	V02223 VIVIANA DA SILVA	1010	1010	Mileage Reimbursement: 10/5/2024-10/18/2024	(6.97) City
10/24/2024	Bill Payment 218941	V01443 FRANCHISE TAX BOARD	1010	1010	Withholding Order - R Berroteran Case #545957597	(150.00) City
10/28/2024	Bill Payment 218942	V00013 CR&R INC.	1010	1010	Compost for SB1383 Requirements	(16,130.00) City
10/31/2024	Bill Payment 218943	V00044 PV MAINTENANCE, INC.	1010	1010	September 2024 Fees	(108,429.36) City
10/31/2024	Bill Payment 218945	V02236 ERIBERTO OROZCO DBA ALL AROUND HEATING AND AIR-CONDITIONIN(	1010	1010	Developer Deposit Reimbursement for Unused Funds	(3,550.48) City
10/31/2024	Bill Payment 218946	V02204 WALL WORKS	1010	1010	Drywall Repair in Downstairs Hall Closet	(725.00) City
10/31/2024	Bill Payment 218947	V00971 DIAMOND ENVIRONMENTAL SERVICES	1010	1010	Hand Washing Stations for Special Event at Marna O'Brien	(966.40) City
10/31/2024	Bill Payment 218948	V00996 ARCHITERRA DESIGN GROUP	1010	1010	08/25/24-9/24/24 City Plan Check - 5th PC	(7,181.91) City
10/31/2024	Bill Payment 218950	V00363 CINTAS CORPORATION	1010	1010	First Aid Kits	(571.97) City
10/31/2024	Bill Payment 218951	V01920 AT&T	1010	1010	Location Daily Fee for Case WI242010013	(375.00) City
10/31/2024	Bill Payment 218952	V01101 PLACEWORKS	1010	1010	September 2024 Contractual Svc - Project Related	(42,252.75) City
10/31/2024	Bill Payment 218953	V00082 CALIFORNIA BUILDING STANDARDS, COMMISSION	1010	1010	City Building Standard Fees 7/1/24-9/30/24	(1,350.90) City
10/31/2024	Bill Payment 218954	V00495 INLAND EMPIRE LANDSCAPE INC	1010	1010	September 2024 - LMDS,CFD'S and CSA	(11,837.32) City
10/31/2024	Bill Payment 218955	V00779 CORELOGIC SOLUTIONS, LLC	1010	1010	September 2024 Code Enforcement Software	(223.50) City
10/31/2024	Bill Payment 218956	V02205 CORODATA RECORDS, INC.	1010	1010	Standard Record Storage Carton 9/1/24-9/30/24	(53.95) City
10/31/2024	Bill Payment 218957	V00083 DEPARTMENT OF CONSERVATION, DIVISION OF ADMIN SERVICE	1010	1010	SMIP Fees July 2024-September 2024	(4,508.31) City

10/31/2024	Bill Payment 218958	V00132 WESTERN RIVERSIDE COUNTY, RCA	1010	1010	MSHCP Mitigation Fess: September 2024	(8,716.00)	City
10/31/2024	Bill Payment 218959	V00013 CR&R INC.	1010	1010	WASTE AND RECYCLING SERVICES- 10/01/24-10/31/24	(832.25)	City
10/31/2024	Bill Payment 218961	V00059 DEPARTMENT OF JUSTICE	1010	1010	September 2024 Blood Alcohol Analysis (6)	(210.00)	City
10/31/2024	Bill Payment 218962	V01084 T-MOBILE USA INC	1010	1010	Case Investigation WI242610010	(165.00)	City
10/31/2024	Bill Payment 218964	V00679 GREAT AMERICA FINANCIAL SERVIC	1010	1010	Canon Color Copier Syst. 018-1765784	(214.24)	City
10/31/2024	Bill Payment 218965	V00024 SOUTHERN CALIFORNIA EDISON	1010	1010	09/26/24-10/24/24 Elec - 32637 Gruwell (FS61)	(8,693.95)	City
10/31/2024	Bill Payment 218966	V01884 GOVERNMENT FORMS & SUPPLIES	1010	1010	City Clerk Supplies	(40.95)	City
10/31/2024	Bill Payment 218967	V01391 LUNA, CAMERON	1010	1010	Mileage Reimbursement: 9/30/24-10/18/24	(50.25)	City
10/31/2024	Bill Payment 218968	V01095 SIGNS BY TOMORROW	1010	1010	Hallowen Home Sign	(243.85)	City
10/31/2024	Bill Payment 218970	V00014 ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	1010	1010	09/06/24-10/07/24 Water Baseball Field Marna O'Brien	(11,779.36)	City
10/31/2024	Bill Payment 218971	V00013 CR&R INC.	1010	1010	Purchase of SB1383 Qualifying Mulch	(17,075.00)	City
10/31/2024	Bill Payment 218972	V01331 DEANZA TERMITE & PEST CONTROL, INC	1010	1010	Pest Control City Hall (10/18/24)	(490.00)	City
10/31/2024	Bill Payment 218973	V00090 PAPER DIRECT	1010	1010	Council Department Supplies	(671.02)	City
10/31/2024	Bill Payment 218974	V00057 WRCOG	1010	1010	FY 24/25 WRCOG Member Dues	(4,316.23)	City
10/31/2024	Bill Payment 218975	V01620 AMERICAN EAGLE TROPHIES	1010	1010	Measure AA Supplies	(52.20)	City
10/31/2024	Bill Payment 218976	V01536 NPPW SERVICES DBA NO PRESSURE PRESSURE WASHING SERVICES	1010	1010	Install Compost, 3 Park Locations (Marna O'Brien, Windsong, and Malaga)	(18,745.57)	City
					TOTAL	(1,729,703.23)	

City of Wildomar
Wire Transfer Register
9/30/2024

ACH Date	Payee	Description	Amount
10/2/2024	Wells Fargo	Bank Admin Fee	$ 41.00
10/3/2024	Frontier Communications	Monthly Phone and Internet Services	$ 911.31
10/15/2024	Viasat, Inc.	Cemetery Phone and Internet	$ 177.53
10/15/2024	Viasat, Inc.	Cemetery Phone and Internet	$ 417.53
10/16/2024	Frontier Communications	Monthly Phone and Internet Services	$ 81.47
10/17/2024	Frontier Communications	Monthly Phone and Internet Services	$ 159.99
10/18/2024	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$ 34,777.45
10/21/2024	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$ 5,648.98
10/28/2024	California State Treasury	State Condemnation Filing Deposit APN: 362-250-025	$ 14,200.00
10/28/2024	Frontier Communications	Monthly Phone and Internet Services	$ 72.29
10/28/2024	Frontier Communications	Monthly Phone and Internet Services	$ 616.26
10/29/2024	Big Easy Storage	Fleet Vehicle Storage	$ 249.00
10/29/2024	Big Easy Storage	Fleet Vehicle Storage	$ 319.00
10/29/2024	Big Easy Storage	Fleet Vehicle Storage	$ 319.00
10/29/2024	Big Easy Storage	Fleet Vehicle Storage	$ 319.00
10/29/2024	Big Easy Storage	Fleet Vehicle Storage	$ 339.00
		TOTAL	$ 58,648.81

City of Wildomar
Payroll Warrant Register
11/1/2024

ACH Date	Payee	Description		Amount
10/10/2024	Heartland Payroll	9/21/2024-10/4/2024	$	141,871.85
10/14/2024	Heartland Payroll	10/5/2024/10/18/2024	$	146,071.27
11/1/2024	Heartland Payroll	10/1/2024-10/31/2024	$	1,472.42
		TOTAL	**$**	**289,415.54**

SUBJECT: September 2024 City Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasurer's Report for September 2024.

SUMMARY:
September 2024 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of September 2024. The City utilizes both the California State Treasurer's Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP) for its city investments.

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

Over this month, the City earned $92,063.38 in interest from its investment accounts.

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

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

ATTACHMENTS:

September 2024 City Treasurer's Report.pdf

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
September 2024

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 6,287,372.20	$ 1,568,207.80	(4,336,715.16)	$ 3,518,864.84	4.77405%
		TOTAL	$ 6,287,372.20	$ 1,568,207.80	$ (4,336,715.16)	$ 3,518,864.84	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 5,054,794.50	$ 5,054,794.50	$ 5,054,794.50	12.37%	N/A	4.575%
Various	CAMP POOL	$ 12,369,127.02	$ 12,369,127.02	$ 12,369,127.02	30.26%	N/A	5.290%
Various	CAMP MANAGED ACCOUNT	$ 22,896,011.42	$ 22,896,011.42	$ 23,454,122.83	57.38%	881	4.530%
	TOTAL	$ 40,319,932.94	$ 40,319,932.94	$ 40,878,044.35	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 43,838,797.78

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 5,054,794.50	$ 0.00	$ 0.00	$ 0.00	$ 5,054,794.50	4.575%
100	General	CAMP POOL	$ 5,017,747.24	$ 300,000.00	$ 23,050.60	$ 0.00	$ 5,340,797.84	5.290%
115	ARPA	CAMP POOL	$ 1,599,552.56	$ 0.00	$ 5,633.11	$ (300,000.00)	$ 1,305,185.67	5.290%
120	AA	CAMP POOL	$ 2,624,781.37	$ 0.00	$ 11,377.52	$ 0.00	$ 2,636,158.89	5.290%
461	DIF Park Imp.	CAMP POOL	$ 2,643,936.78	$ 0.00	$ 11,460.55	$ 0.00	$ 2,655,397.33	5.290%
301	Endowment	CAMP POOL	$ 429,724.58	$ 0.00	$ 1,862.71	$ 0.00	$ 431,587.29	5.290%
100	General	CAMP MANAGED ACCOUNT	$ 6,230,741.42	$ 0.00	$ 10,563.93	$ 0.00	$ 6,241,305.35	4.530%
110	Dev. Agrmnt.	CAMP MANAGED ACCOUNT	$ 2,348,227.43	$ 0.00	$ 3,963.83	$ 0.00	$ 2,352,191.26	4.530%
120	AA	CAMP MANAGED ACCOUNT	$ 6,335,346.55	$ 0.00	$ 10,725.23	$ 0.00	$ 6,346,071.78	4.530%
201	Measure A	CAMP MANAGED ACCOUNT	$ 1,178,753.60	$ 0.00	$ 1,988.27	$ 0.00	$ 1,180,741.87	4.530%
212	Waste Svcs.	CAMP MANAGED ACCOUNT	$ 1,050,168.99	$ 0.00	$ 1,777.50	$ 0.00	$ 1,051,946.49	4.530%
300	Cemetery	CAMP MANAGED ACCOUNT	$ 1,050,168.99	$ 0.00	$ 1,777.50	$ 0.00	$ 1,051,946.49	4.530%
420	Public Fac.	CAMP MANAGED ACCOUNT	$ 503,353.64	$ 0.00	$ 849.04	$ 0.00	$ 504,202.68	4.530%
421	Police Fac.	CAMP MANAGED ACCOUNT	$ 503,353.64	$ 0.00	$ 849.04	$ 0.00	$ 504,202.68	4.530%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,646,102.85	$ 0.00	$ 4,486.48	$ 0.00	$ 2,650,589.33	4.530%
461	DIF Park Imp.	CAMP MANAGED ACCOUNT	$ 1,011,115.41	$ 0.00	$ 1,698.07	$ 0.00	$ 1,012,813.48	4.530%
		TOTAL	$ 40,227,869.56	$ 300,000.00	$ 92,063.38	$ (300,000.00)	$ 40,319,932.94	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

10/18/2024
Date

SUBJECT: Wildomar Crossroads Rough Grading Agreement and BMP Agreements

SUBMITTED BY: Ninette Eva, Associate Engineer

PREPARED BY: Matt Kramer, Development Services Technician

ACTION:
Authorize the City Manager to execute the Rough Grading Agreement and BMP Agreements with Wildomar 150 Development LLC, a Delaware limited liability company, and Sage CK 15 Wildomar, LLC a California limited liability corporation, for the Wildomar Crossroads development project.

SUMMARY:
The Developer of the Wildomar Crossroads project is required to enter into a rough grading agreement to complete rough grading activities and BMP agreements to guarantee long-term maintenance of water quality improvements.

BACKGROUND:
On October 19, 2022, the Planning Commission approved Conditional Use Permit/Plot Plan No. 21-0145 and Tentative Parcel Map No. 38333, also known as Wildomar Crossroads, to accommodate development of a 150-unit residential apartment community and a 35,422 square-foot commercial retail center located at the northwest corner of Wildomar Trail and Clinton Keith Road (Project). An aerial image of the project site and the surrounding area is provided in Attachment A. The developers, Wildomar 150 Development LLC and Sage CK 15 Wildomar (Developers) are currently processing grading and improvement plans for the Project with the City.

DISCUSSION:
Rough Grading Agreement

As previously mentioned, the Developers are processing rough grading plans for the Project. In order to complete rough grading activities, the Developers are required to enter into a Rough Grading Agreement (Attachment B) which identifies the Developers' obligations to the City in performing and completing the rough grading construction. The agreement also provides the City with bonds to secure the rough grading activities. If the Developers fail to fulfill their obligations, the bonds provide a mechanism for the City to ensure that the construction site is brought to a safe and acceptable condition. The bonds are based on the Developers' engineer's grading bond estimate and is included in Attachment B.

BMP Agreements
The Developers are also required to enter into Stormwater Management/BMP Facilities Agreements with the City for water quality improvements that are constructed as part of the

Project's Water Quality Management Plan (WQMP) (BMP Agreement, Attachment C). The BMP Agreement identifies the maintenance responsibilities of the Developers to ensure that the WQMP BMPs that are constructed with this development continue to be maintained in the future. Staff is requesting that the City Council authorize the City Manager to execute the Rough Grading Agreement and BMP Agreements with Wildomar 150 Development, LLC and Sage CK 15 Wildomar, LLC (Developer).

FISCAL IMPACT:

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

ATTACHMENTS:

A - Aerial Map
B - Rough Grading Agreement and Bond Estimate
C - BMP Agreements

ATTACHMENT A

Aerial Image of Wildomar Crossroads Project (highlighted in yellow)

ATTACHMENT B

Rough Grading Agreement, Faithful Performance Bond
Grading Bond Estimate

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and Wildomar 150 Development LLC, a Delaware limited liability company, and Sage CK 15 Wildomar, LLC a California limited liability corporation, hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as Tentative Parcel Map 38333 (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of One Million Ninety Four Thousand Dollars And No/100 ($1,094,000.00), which covers rough grading only.

SECOND: Landowner agrees to pay to the City the actual cost of such inspections of the Work as may be required by the City Engineer. Landowner further agrees that if suit is brought upon this agreement or any security guaranteeing the completion of the Work, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Landowner, including reasonable attorney's fees, and that upon entry of judgment, such costs, expenses, and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the Work specified in this agreement prior to the completion and approval hereof, nor shall City or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Landowner, his agents or employees in the performance of the Work, and all of said liabilities are assumed by Landowner. Landowner agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Landowner, his agents and employees, in the performance of this Agreement. Separately, and not as a limitation on the foregoing duty to protect, defend, and indemnify City, Landowner agrees, as required by Section 13.12.090 of the Wildomar Municipal Code, to protect, defend and indemnify City, or any officer or employee thereof, in any administrative or judicial enforcement action by the State Water Board, Regional Water Quality Control Board, or any other federal, state or local agency, as well as in any action brought against the City by a non-governmental organization relating to one or more alleged violations of the NPDES permit or other federal, state or local water quality requirements by Landowner, his agents or employees, including but not limited to any and all costs, attorneys' fees, fines or penalties.

FOURTH: The Landowner hereby grants to the City, and to any agent or employee of the City, the irrevocable permission to enter upon the Property for the purpose of inspecting or completing the Work. This permission shall terminate in the event that Landowner has completed the Work within the time specified or any extension thereof granted by the City Engineer.

FIFTH: Landowner agrees at all times, up to the completion and approval of the Work by the City Engineer, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the Work, and to protect the traveling public from such defective or dangerous conditions.

SIXTH: The Landowner, or his agents and employees shall give notice to the City Engineer at least 48 hours before beginning the Work and shall furnish the City Engineer all reasonable facilities for obtaining full information respecting the progress and manner of the Work.

SEVENTH: If the Landowner, or his agents or employees, neglects, refuses, or fails to prosecute the Work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City Engineer, or if the Landowner violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications for the Work, the Landowner shall be in default of this agreement. The City Engineer shall have the power to terminate all rights of the Landowner because of such default. The determination of the City Engineer of the question as to whether any of the terms of this agreement or the plans and specifications for the Work have been violated or have not been performed satisfactorily shall be conclusive upon the Landowner, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all rights and remedies available to the City under law.

EIGHTH: The Landowner agrees to file with City prior to the date this agreement is executed a good and sufficient security as provided in subsections (1), (2} and (3) of subdivision (a} of Section 66499 of the Government Code in any amount not less than the estimated cost of the Work for the faithful performance of the terms and conditions of this agreement, except that when the estimated cost of said Work is $2,500 or less, the security shall be a deposit of cash or its equivalent as determined acceptable by the City Engineer. Landowner further agrees that if in the opinion of the City Engineer the security becomes insufficient, Landowner agrees to renew each and every security with good and sufficient sureties or increase the amount of the security, within ten days after being notified by the City Engineer that the sureties or amounts are insufficient.

Notwithstanding any other provision herein, if landowner fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless the Work is completed within 90 days of the date on which the City Engineer notifies the Landowner of the insufficiency of the sureties or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or the issuers of any instruments or letters or credit securing this agreement that, in the event it is deemed necessary to extend the time of completion of the Work, extensions of time may be granted from time to time by the City Engineer either at his own option or upon request of the Landowner, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on said bonds. Landowner further agrees to maintain the aforesaid bond or bonds or the issuance of any instruments or letters of credit in full force and effect during the terms of this agreement, including any extensions of time as may be granted thereon.

TENTH: When the Work described in the first paragraph of this agreement consists of only rough or precise grading, upon the satisfactory completion and final approval of said Work by the City Engineer, the entire amount of the security applicable thereto shall be released or returned by City to the Landowner.

ELEVENTH: This agreement shall be binding upon the Landowner and his heirs, executors, administrators, successors or assigns, all and each both jointly and severally.

TWELFTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is determined by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.

THIRTEENTH: 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.

FOURTEENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City
City of Wildomar
Public Works/Engineering Department
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595
(951) 677-7751
(951) 698-1463

Landowner
Wildomar 150 Development LLC,
4350 Von Karman Avenue, Suite 200
Newport Beach, CA 92660
Direct Number: (949) 955-2370

Sage CK 15 Wildomar, LLC
895 Dove St, Suite 400
Newport Beach, CA 92660
Direct Number: (949) 293-5737

FIFTEENTH: 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 sign this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF LANDOWNER HAS AFFIXED HIS NAME, ADDRESS AND SEAL.

_____

By _____

_____

Date _____

By _____

_____

Date _____

By _____

_____

Date _____

By _____

_____

Date _____

City of Wildomar

By _____

_____

Date _____

Approved as to Form:

Thomas D. Jex, City Attorney

By: _____

(SIGNATURES OF LANDOWNER(S) MUST BE ACKNOWLEDGED BY A NOTARY AND EXECUTED IN DUPLICATE, WITH THE NOTARY ACKNOWLEDGMENT ATTACHED HERETO. ALL SIGNATURES TO BE INCLUDED ON THIS DOCUMENT OR IDENTIFY THIS DOCUMENT WHEN INCLUDING A SIGNATURE PAGE.)

FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(Rough Grading)

FOR:

On-site Grading

Tract No.

$1,094,000.00

Premium
$ _____

Parcel Map No.
TPM 38333

Bond No.

Surety

Principal
Wildomar 150 Development LLC

Address

Address
4350 Von Karman Avenue Suite 200

City/State

City/State
Newport Beach, CA

Zip

Zip
92660

Phone

Phone
949-955-2370

WHEREAS, the City of Wildomar, Riverside County, State of California, and Wildomar 150 Development LLC, a Delaware limited liability company (hereinafter designated as ("principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to complete the above on-site grading relating to Tentative Parcel Map 38333, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and _____, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of _____ Dollars ($) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded 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 and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Wildomar, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety. When the work covered by the agreement is complete as determined by the City of Wildomar, the City will release the obligation of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____.

NAME OF PRINCIPAL _____

_____

AUTHORIZED SIGNATURE(S): _____ _____

By: Title

_____ _____

Title

_____ _____

Title

(If Corporation, Affix Seal)

NAME OF SURETY: _____

AUTHORIZED SIGNATURE: _____ _____

Its Attorney-in-Fact Title

(If Corporation, Affix Seal)

Attach Notarial Acknowledgment Of Signatures Of Principal And Attorney-In-Fact.

City of Wildomar
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: TPM: 38333 Date: 12/14/2022
PP, CU, PU, MS OR VL No: PP: 21-0145 City Project No: 22-0224

Quantity	Unit	Item	Unit Cost	Amount
		Contractor Mobilization		
1	LS	Mobilization	$ 26,150.00	$ 26,150.00
1	LS	Temporary Facilities and Utilities	$ 26,150.00	$ 26,150.00
		Demolition and Removal		
5	AC	Clearing and Grubbing	$ 15,246.00	$ 68,607.00
		Rough Grading		
74,423	CY	Mass Excavation	$ 4.50	$ 334,903.50
55,870	CY	Import and Export Material	$ 9.25	$ 516,797.50
		Erosion Control		
	LF	Place Gravel Bags 2 Course High		$ -
3,500	LF	Silt Fence	$ 1.60	$ 5,600.00
2	EA	Install Stabilized Construction Entrance	$ 7,500.00	$ 15,000.00
800	LF	Place Gravel Bags to Prevent Scour	$ 1.60	$ 1,280.00
40	EA	Place Gravel Bags to Protect Catch Basin	$ 2.50	$ 100.00
			10% Contingency	$ 99,458.80
			Total	$ 1,094,000.00

Signature 12/19/22 Date

SAMUEL J. JACOBY
Name (type or printed)

C74309
RCE No.

6/30/23
Expiration Date

Civil Engineer's Stamp

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans.

2. Show Performance Bond Amounts to the nearest $500.00.

3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2024 , by and between Wildomar 150 Development LLC, a Delaware limited liability company (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as Parcel A of Lot Line Adjustment No. 2022-011, as recorded by Instrument No. 2023-0020113 in the land records of Riverside County (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan known as Wildomar Crossroads, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision

shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

10. 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.

11. 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 sign this Agreement.

WITNESS the following signatures and seals:

_____

Wildomar 150 Development LLC (Seal)

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

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 THE BUSINESS ENTITY.

CITY OF WILDOMAR

_____ _____
Daniel York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2024 , by and between Sage CK 15 Wildomar, LLC, a California limited liability company (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as Parcels B, C, and D of Lot Line Adjustment No. 2022-011, as recorded by Instrument No. 2023-0020113 in the land records of Riverside County (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan known as Wildomar Crossroads, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.

3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision

shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

10. 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.

11. 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 sign this Agreement.

WITNESS the following signatures and seals:

_____

Sage CK 15 Wildomar, LLC (Seal)

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

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 THE BUSINESS ENTITY.

CITY OF WILDOMAR

_____ _____
Daniel York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

SUBJECT: Professional Services Agreement with Nichols Consulting Engineers, Chtd., for a Pavement Management Program (PMP) Report, CIP 050-1

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
1. Authorize the City Manager to execute a Professional Service Agreement between the City of Wildomar and Nichols Consulting Engineers, Chtd., to prepare a Pavement Management Program Report.

2. Authorize the City Manager and Public Works Director to approve change orders not to exceed 10% of the contract amount (contingency).

3. Approve a supplemental appropriation of $27,500 in AQMD Fund 203 (Formerly Fund 210) as identified in the Fiscal Impact and Account Code sections of this staff report to allocate AQMD funds to the Project.

SUMMARY:
Authorize the City Manager to execute a Professional Services Agreement between the City and NCE to complete a PMP Update (CIP 050-1). Periodically updating the PMP is required by The Road Repair and Accountability Act of 2017, Senate Bill 1 (SB-1) for the purpose of obligating Road Maintenance and Rehabilitation Account (RMRA) funds for City street improvement projects.

BACKGROUND:

In May 2019, the City Council received the latest Citywide Pavement Management Program Report (PMP) which established an annual Preventive and Rehabilitation Maintenance Program to preserve and repair the City's roadways. Developing and adhering to a Pavement Management Plan protects the investment the City has in its roadway pavement, helps provide a safe and comfortable roadway network for residents and the traveling public, and can raise the image of the City. The concept for a well-managed program is based on providing a combination of preventative maintenance treatments, such as crack seal and slurry seal, and rehabilitation treatments, such as asphalt overlays and reconstruction. The PMP provides the management tool needed to assist with the decision of what maintenance to perform for each roadway segment and when to perform that maintenance. The program does not use a “worst first” methodology, meaning it does not recommend repair the most deteriorated road first. Instead, it recommends “the right treatment at the right time” as a maintenance management approach. The program evaluates the entire roadway network and will often prioritize road that are in better condition, relative to other roads, for treatment to prevent them from deteriorating into worse conditions that would require more extensive and more costly repairs. City staff uses information from the PMP in

combination with analyzing existing maintenance costs, approved developer projects, planned capital improvement projects, public input, and traffic data to prioritize and select street segments for treatment each year.

The 2019 PMP report covered pavement management scenarios for a 5-year term and continues to be utilized in CIP projects including the annual Road Rehab Program (CIP 057) and Slurry Seal Program (CIP 058). After receiving a minor update in 2021, the PMP report is now approaching the end of its useful life. Considering the recent road rehabilitation that the City has completed over the past five years and with the time that has passed for roads that have not yet received pavement preservation treatments, it is appropriate to now prepare a new PMP.

Pavement Condition Index (PCI) is a measurement of the pavement condition and ranges from 0-100. As part of a PMP, a technical pavement condition assessment is completed on every street in the City's roadway network and a PCI value is assigned to each street. A newly constructed road has a PCI of 100 and a failed road has a PCI less than 25. Undergoing a new comprehensive study to produce an updated PMP report will provide the City with an updated network PCI and guide staff on how to best manage the program for the remainder of the decade (2025-2030). A tabulated history of the City's past average network Pavement Condition Indices from prior PMPs is included in Table 1 below.

Table 1 - City of Wildomar Average PCIs for Prior Years

PMP Version/Year	PCI value (estimated)
2013	74
2019	68
2021	65
2025	To Be Determined

DISCUSSION:

In order to comply with The Road Repair and Accountability Act of 2017, Senate Bill 1 (SB-1), the City of Wildomar is required to maintain and update a City Pavement Management Program every few years. The plan must include an inventory of arterial and residential streets, an assessment of pavement conditions and a determination of budget needs for street rehabilitation. Failure to adopt an updated program by June 30, 2025 can result in annual audit findings and jeopardize future allocations for RMRA funds.

The City published a Request for Proposals for a PMP update on May 13, 2024. Proposals were due on June 6 and Staff received responses from three qualified firms to complete a pavement management program update. All three firms offer a similar scope of work and were reviewed competitively on their qualifications, past experience, firm information, and cost. NCE received the highest overall score amongst a review panel made up of City staff and on-call consultants. Staff recommends awarding a contract to NCE not to exceed $134,590 for performing Tasks 1-12 of the RFP for the PMP Update (CIP 050-1) and Optional Task 1 (Dirt Road Inventory and Cost Estimate) to support the City's Right of Way Enhancement Program (CIP 066). Staff also recommends authorizing the City Manager and the Public Works Director to approve amendments to the scope of work and compensation not to exceed 10% of the contract amount (contingency), equivalent to $13,459. The Professional Service Agreement,

with a copy of the consultant's proposal and fees, is included as Attachment A.

FISCAL IMPACT:
On May 8, 2024, the City Council approved using FY 24/25 RMRA funds for a PMP update under Resolution 2024-19. Funding to prepare a new/updated PMP report was also included in the FY 24/25 Budget and 5-Year CIP Booklet, adopted on June 12, 2024. Funds for the PMP were budgeted under CIP 050-1 as shown below:

- RMRA (SB1) (Fund 500) - $125,000
- Measure A (Fund 200) - $25,000

Staff recommends using Air Quality Management District (AQMD) funds to cover the cost of Optional Task 1 (Dirt Road Inventory and Cost Estimate), which has a total cost of $25,000. AQMD funds were not previously included in the budget for CIP 050-1, so staff recommends that the City Council approve a budget adjustment adding $27,500 (inclusive of task cost and contingency) in both revenue and expenditures for funds as identified in the Account Code section of this staff report. A summary of the amended Project budget is included below.

Amended Project Budget
RMRA (SB1) (Now Fund 501) - $125,000
Measure A (Fund 200) - $25,000
AQMD (Now Fund 203) - $27,500

There is no fiscal impact to the General Fund.

ACCOUNT CODE:
Budget Amendments (FY 24/25)
Fund No. 203-4500-52115 (AQMD), CIP 050-1, Design/PS&E Phase

- Expenditures - $27,500
- Total Adjusted Budget - $27,500

ENVIRONMENTAL ANALYSIS:
The activity is not a “Project” as defined under Section 15378 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3) no environmental review is required.

ATTACHMENTS:
A - Agreement for Services with NCE

ATTACHMENT A

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

NICHOLS CONSULTING ENGINEERS, CHTD

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
NICHOLS CONSULTING ENGINEERS, CHTD

This Agreement for Services ("Agreement") is entered into as of this 13th day of November, 2024 by and between the City of Wildomar, a municipal corporation ("City") and Nichols Consulting Engineering, Chtd. (NCE), ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 2 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, 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 One Hundred Thirty Four Thousand Five Hundred Ninenty dollars ($134,590), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

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

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

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by

Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. 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 110
Wildomar, CA 92595

To Service Provider: NCE
Attn: Vivek Jha, Southern California Operation Manager
2300 E. Katella Avenue, Suite 125
Anaheim, CA 92806

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____

Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

“Service Provider”: NCE

By: _____ By: _____

Name: Gregory Fasiano Name: Michael J. Leacox

Its (Title): Vice President Its (Title): Vice President

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

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

4871-4063-9603 v1

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Refer to Exhibit “D” – Proposal

B. Refer to Exhibit “D” - Proposal

C. Refer to Exhibit “D” - Proposal

D. Refer to Exhibit “D” - Proposal

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

A. Refer to Exhibit “D” - Proposal

B. Refer to Exhibit “D” - Proposal

C. Refer to Exhibit “D” - Proposal

D. Refer to Exhibit “D” - Proposal

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

A. Refer to Exhibit “D” - Proposal

B. Refer to Exhibit “D” - Proposal

C. Refer to Exhibit “D” - Proposal

D. Refer to Exhibit “D” - Proposal

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

A. Refer to Exhibit “D” - Proposal

B. Refer to Exhibit “D” - Proposal

C. Refer to Exhibit “D” - Proposal

D. Refer to Exhibit “D” - Proposal

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

A. Refer to Exhibit “D” - Proposal

B. Refer to Exhibit “D” - Proposal

C. Refer to Exhibit “D” - Proposal

D. Refer to Exhibit “D” - Proposal

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

A. Refer to Exhibit “D” - Proposal

B. Refer to Exhibit “D” - Proposal

C. Refer to Exhibit “D” - Proposal

D. Refer to Exhibit “D” - Proposal

EXHIBIT "B"
COMPENSATION

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

A.	Project Manager	$230
B.	QC/QA	$260
C.	Senior Engineer II	$200
D.	Senior Engineer I	$190
E.	Project Engineer II	$185
F.	Project Engineer I	$170
G.	Staff Engineer II	$155
H.	Staff Engineer I	$140
I.	PMP Analyst	$135
J.	Senior Technician	$120
K.	Technician	$95
L.	Technical Admin	$100

II. Service Provider may utilize sub-contractors as indicated in this Agreement.

IV. The total compensation for the Services shall not exceed $134,590, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

V. Refer to Exhibit "E" – Cost Proposal for breakdown by Task

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.

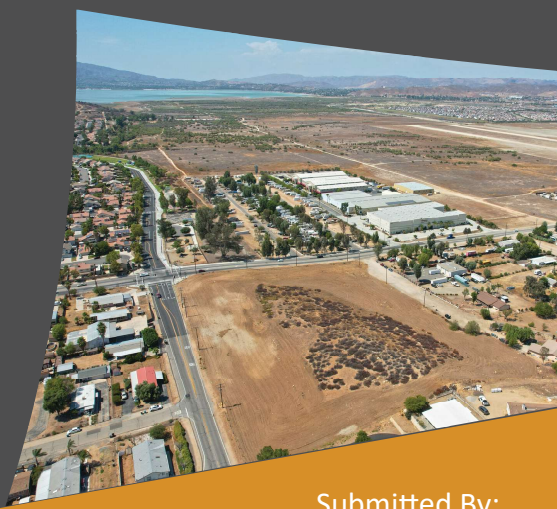
Special Risks or Circumstances

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 D
Service Provider Proposal

City of Wildomar

PROPOSAL TO PROVIDE
Pavement Management Program Update (CIP 050-1)



June 6, 2024
(rev. October 3, 2024)

Submitted By:
NCE
2300 E. Katella Avenue, Suite 125
Anaheim, CA 92806
(714) 848-8897

June 6, 2024 (rev. October 18, 2024)

Terri Abercrombie
senior Management Analyst
Public Works/Engineering Department
City of Wildomar

Cover Letter – Pavement Management Program Update (CIP 050-1)

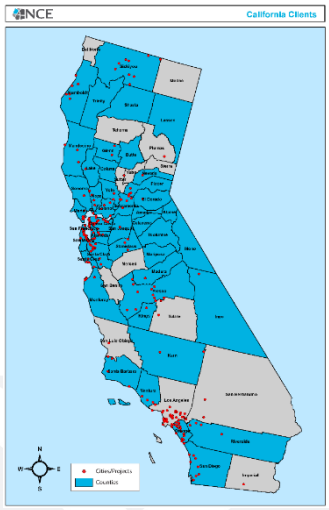
Dear Members of the Selection Committee:

Pavement networks are often the most valuable asset that an agency owns. This asset is not only expensive to replace but is an essential component to the traveling public's safety. Agencies are looking for more cost-effective ways to perform engineering, maintenance, management, and rehabilitation of roadways more than ever before to stretch funding allocations. An essential tool to assist in cost-effective roadway maintenance planning is a current pavement management program (PMP) and current accurate pavement condition data.

Summary of Key Proposal Elements

NCE will partner with the City of Wildomar (City) to develop PMP database, recommend rehabilitation strategies to improve pavement conditions, develop a six-year rehabilitation program, 2-year focus work plan, provide technical support, and assist with presentations to appropriate City staff and elected officials. In addition to the PMP, NCE will also provide asset data collection services. i.e., road right-of-way (ROW) assets such as sidewalks, traffic signs, curb ramps, pavement traffic markings and striping, and curb markings, carry out an inventory of the dirt/unpaved roads and develop cost estimate for the same, and carry out intersection analysis for 208 intersections citywide.

NCE is a nationally recognized pavement and asset management firm with broad capabilities and expertise in the areas of asset and pavement management systems as well as civil and pavement design, and training. The NCE team has more than 100 person years of combined experience with PMPs and asset collections. Our highly trained technical staff are experienced in data collection and have worked together on numerous asset and pavement management projects throughout California as shown on them map to the right. They have developed an excellent reputation for dedication, integrity, productivity, quality of work, and service to our clients. Additionally, NCE is a Metropolitan Transportation Commission (MTC) certified consultant, and our team has widespread experience providing distress inspections and updating the StreetSaver®, PMP database(s). In addition to our pavement and asset management approach, NCE has an interdisciplinary approach (in-house civil and pavement design expertise). Our in-house designs teams have extensive experience in developing holistic recommendation during the PMP phase with a view on practical constructible solutions using the experience of in-house civil design that design street rehabilitation, intersection improvement, and complete street packages for our clients. This interdisciplinary approach will be especially important for this project as it only updating the City's PMP but also inventorying the dirt/unpaved roads and developing cost estimates for these roadway sections and carrying out intersection analysis for 208 intersections.



The NCE team can provide the following benefits and distinguishing features to the City:

- **Extensive knowledge and expertise throughout California** – NCE has worked with more than 200 local agencies across California delivering PMP projects. NCE has extensive experience in the Southern California area, and we have worked for more than 90 cities/counties locally on similar PMP projects.

Fountain Valley, CA
2300 E. Katella Avenue, Suite 125
Anaheim, CA 92806
(714) 848-8897

- **Previous Wildomar Experience** – NCE recently assisted the City in determining the impact of the refuse/waste vehicle trucks on the City street network using the historical pavement condition data in the City's StreetSaver database. The project was completed under budget and on time and allowed the City to use the data in negotiation for their new franchise agreement.
- **Sustainable, innovative pavement, and mix design capabilities** – NCE is on the forefront of new pavement design methods as well as mix designs and specifications that include warm mixes, recycling, use of rubber tires, as well as long life pavements. We can assist City staff in the use of sustainable materials and recycling where possible to meet AB32 goals.
- **Local Civil Design Experience** – NCE has extensive experience with street rehabilitation projects. Some of those local street rehabilitation projects include the Maintenance District 6 Pavement Rehabilitation Project Phase II for the City of Glendale; FY 2022-23, 2021, FY 2020, FY 2019 Street Rehabilitation for the City of San Marino; 2023-2026 Residential and Arterial Streets Rehabilitation for the City of Diamond Bar and CIP 2019-06 Street Enhancement Project for the City of Huntington Park. Our engineers and technicians are experienced to collect these repairs and identify any cost concerns early in the project design. These highlighted projects are just a few of the projects we have performed for over 80+ cities and counties in Southern California.
- **Context Sensitive Design** – NCE understands local agencies' needs and the types of problems frequently encountered. For example, on a pavement rehabilitation project which is in the vicinity of a school, our team has successfully incorporated technical specifications for construction phasing so that those segments were built during summer months when schools are generally in recess.
- **Highly Focused on Supporting Municipalities:** Nearly 85% of NCE's clientele is within the public sector, which includes current on-call contracts with many California agencies supporting the delivery of CIP projects. The benefit to the City is we understand the financial, administrative and approval processes that come with local agencies and can support and facilitate those processes as needed.
- **Specialized emphasis on pavements** – NCE's engineers utilize pavement design procedures tailored to our client's needs, and our engineers have access to in-house state-of-the-art technology and apply it to real-world applications. NCE's civil design and pavement expertise enable us to provide practical, realistic, and sustainable designs.
- **Real-life knowledge** – NCE understands local agencies' needs and the types of problems frequently encountered, such as lack of trained personnel or funds, budgetary concerns, and other institutional issues inherent in the use of pavement management systems. NCE understands the constraints and has assisted agencies in arriving at realistic solutions.
- **Rigorous quality control** – NCE's projects include a QC/QA Manager to provide a thorough review of documents prepared for deliverables who reports directly to the Project Manager. Additionally, NCE's engineers and technicians undergo mandatory internal training/calibration once a year for field condition surveys and other PMP related activities.

NCE has the capability to deliver responsive, cost-effective, and high-quality pavement management and pavement engineering services. These services will be accomplished through a systematic and organized method of work and communication. NCE looks forward to your favorable review of our proposal and the opportunity to continue our work with the City of Wildomar. Please do not hesitate to contact me with any questions and/or comments you may have.

Sincerely,

NCE

Vivek Jha, MS, PE
Principal/Southern California Operations Manager

Table of Contents

Information on the Firm 1
Company Background 1
Firm Qualifications 1
Pavement Management Expertise 2
Pavement Design & Analysis 2
Sustainable and Innovative Pavement Technologies 2
GIS Analysis, Modeling, and Mapping using the latest ESRI™ Software 3
Pavement and Civil Engineering 4
Special Equipment 5
Negative History 5
Project Manager and Key Personnel 5
Project Team Responsibilities 6
NCE Support Staff 7
Project Team Resumes 7
Past Experiences/References 15
Current Projects 15
Completed Projects 16
Understanding of Scope of Work and Work Proposal 20
Project Understanding 20
Scope of Work 20
Task 1 – Kickoff Meeting and Project Management 20
Task 2 – Update Maintenance and Rehabilitation (M&R) History 20
Task 3 – Condition Survey and PCI Calculations 21
Task 4 – Decision Tree and Unit Prices 22
Task 5 – Determination of Annual Funding Expenditure/CIP Budget 22
Tasks 6 & 8 – Budgetary Analysis 23
Task 7 – Two-Year Work Plan 24
Task 9: Quality Assurance and Quality Control (QA/QC) Plan 24
Task 10 – Pavement Management Report 26
Task 11: GIS Data 26
Task 12: Technical Support 26
Optional/Additive Tasks 26
Task 13: Dirt/Unpaved Road Inventory 26
Task 14: Asset Inventory 27
Task 14: Intersection Analysis 28
Cost Proposal 30

Appendices

A Addenda Acknowledgement

Information on the Firm

Company Background

NCE is a client-focused professional consulting firm integrating the disciplines of engineering, science, and planning to address the infrastructure and resource challenges facing our communities today and in the future. Unique from other civil engineering firms, we have specialized in pavement technology, including pavement management, design, and research for more than three decades.

NCE was established in 1990, and we have since grown to over 120 employees housed in seven offices, including Fountain Valley, California. NCE is a privately owned corporation chartered in the State of Nevada, led by CEO, Margot Yapp, PE. The company is organized into two regions including Northern and Southern California, led by Greg Fasiano, PG (Sacramento, CA); and Nevada, led by Regional Manager Kevin Senn, PE (Reno, NV). Each region is home to planners, scientists, designers, engineers, geologists, construction managers, construction inspectors, and field technicians. **Vivek Jha** manages the Southern California office, and leads our pavement management and asset management team. More than 85% of NCE's revenues come from local, state, and federal agencies providing NCE with an in-depth understanding of current regulations, policies, and procedures, as well as best practices.

We have performed pavement condition surveys ranging from state highways in 12 states to local street networks in over 200 cities and counties in California. We have surveyed over 100,000 miles of pavements, including alleys and parking lots. Our field data collection ranges from walking surveys as per the American Society for Testing and Materials (ASTM) D6433 protocols to using specialized automated equipment to collect data such as pavement distresses, roughness, structural strength (deflection testing) to asset data (signs, signals, curb ramps, marking, sidewalks, etc.). Our services include pavement evaluation, testing and design, civil engineering, and the research and design of sustainable and innovative pavement technologies.

NCE

Collaboration. Commitment. Confidence.℠

34
YEARS STRONG

7
OFFICES

EMPLOYEES
120

Project Office:
17050 Bushard Street, Suite 200
Fountain Valley, CA 92708
P: (714) 848-8897

Additional Office Locations:
Reno, NV (49 staff)
Lake Tahoe, NV (9 staff)
Oakland, CA (3 staff)
Pt. Richmond, CA (27 staff)
Sacramento, CA (23 staff)
Fountain Valley, CA (11 staff)

85%
of NCE's revenue is from local, state, and federal contracts

ncenet.com

Firm Qualifications

NCE's civil engineers and technicians have extensive experience in collecting pavement distress data, conducting analyses as well as developing plans, specifications, and construction cost estimates for infrastructure projects. Our team has extensive experience with state and local design standards and is familiar with both Caltrans pavement design standards and Standard Specifications as well as the American Public Works Association Standard Specifications for Public Works Construction "Greenbook". The City can count on our team to provide superior, responsive service on this project. Agencies repeatedly choose to work with NCE staff because of our collaborative style, our commitment to making sure each project is a success, and the confidence they have in our ability to complete the project to their satisfaction. Our fundamental goal is to produce high-quality work products, while maintaining a reputation for timely service. NCE provides the core capabilities and services listed below to our clients.

- Asset/Pavement Management
- Pavement Testing, Analysis, and Design
- Civil Engineering Design
- GIS and Database Management
- Pavement Rehabilitation and Sustainability
- Deflection Testing and Coring
- Bike and Pedestrian Path Design
- Complete Streets and Americans with Disabilities Act (ADA) Retrofit Design
- Green Infrastructure and Streetscapes
- Landscape Architecture
- Environmental Studies and Documents
- Regulatory Compliance and Permitting
- Stormwater and Water Resource Management
- Watershed Planning and Wetland Delineation
- Water Quality/Erosion Control Systems
- Sustainable Design/Low-Impact Development
- Construction Documents (PS&E)
- Construction Management/Inspection
- Utility Relocation Design
- Hydrology and Hydraulic Analysis
- Stakeholder Facilitation/Public Outreach
- Hazardous Materials Assessments.

Pavement Management Expertise

NCE has extensive experience evaluating and implementing pavement management systems for numerous public agencies throughout California and the west coast. We are a nationally recognized pavement specialty firm, with broad capabilities and expertise in the areas of pavement management, civil engineering, and pavement design, evaluation, and analysis. We provide pavement management services and are proficient with most software currently in use, including PAVER™, StreetSaver®, and Cartegraph, which account for 76% of all California agencies. We are active in the pavement and asset management committees at the Transportation Research Board, a national research organization. With NCE's prior experience with hundreds of other cities on pavement management systems, as well as pavement designs, NCE will deliver accurate, reliable, consistent pavement data which may then be used by the City to develop the pavement management strategies and make future funding decisions.

NCE understands the City utilizes StreetSaver® as their PMP. NCE is well-versed in StreetSaver®, as we have conducted MTC and Orange County Transportation Authority's (OCTA) training for StreetSaver® for over ten years. In addition, our technicians and data collection equipment are OCTA and MTC certified. NCE and proposed staff offer the City a wealth of knowledge and skills working the program and utilizing the data to apply and recommend new pavement technologies.

Pavement Design & Analysis

Pavement designs, plans, specifications, and estimates (PS&E) for preventive maintenance, rehabilitation, and reconstruction are NCE's specialty, and we offer extensive experience and expertise with pavement treatment alternatives. Our civil and geotechnical engineers not only understand the types of pavements and treatment options, but also understand the significance and cost implications of proper roadway support on competent subgrade soils to limit future settlement and cracking. Pavement design begins with an accurate assessment of the existing structural adequacy. Unlike traditional civil firms who rely on core samples, we employ our pavement survey expertise in conjunction with deflection data, continuous thickness data using ground penetrating radar (GPR), and materials testing to assess the engineering properties of the existing roadway more accurately.

NCE's expertise in pavement treatment alternatives includes cost saving, cutting-edge, and green/sustainable paving technologies, such as warm mix asphalt and in-place recycling technologies.

Sustainable and Innovative Pavement Technologies

There are numerous pavement rehabilitation techniques available today with new binders, new additives, and polymers all of which may be applied in various layers to preserve pavement life. NCE constantly seeks to identify the most cost-efficient alternatives for cities and counties, such as CIR, cement stabilized pulverized base (CSPB), asphalt rubber hot mix asphalt (ARHM), warm mix asphalt, and terminal blend asphalt rubber binders. Many of the technologies NCE can

implement will meet potential City sustainability or environmental goals and policies. Some examples are described in the following paragraphs.

Sustainable Pavements – NCE is involved with projects at both the national and local levels on issues, such as sustainable pavements, and premature failures. For example, Dr. Tom Van Dam is NCE's Principal Investigator for the FHWA on Sustainable Pavement Systems. He has developed technical guidelines and a webinar series and is an internal resource for NCE when addressing sustainability for our projects.

Cool Pavements – NCE prepared a report to discuss cool pavement alternatives for the City of Chula Vista as a means of mitigating the urban heat island impact. This included the use of pavement alternatives, such as porous or permeable pavements, pavers, concrete pavements, and use of light-colored aggregates etc.

Composite Pavements – NCE worked for the Strategic Highway Research Program (SHRP2 R21) to develop best practice standards for asphalt concrete (AC)/portland cement concrete (PCC) composite pavements nationwide. This project resulted in the development of best practices in construction, specifications, and quality management procedures for these pavements. NCE is currently teaching a series of workshops for State Highway Agencies nationwide to assist them in implementing key best practices for composite pavements. While this work was funded and aimed at State Highway Agencies, the fundamental concepts of composite pavements and the best ways to implement them can be translated to cities, too.

Figure 1 – Cold-In-Place Recycling

Cold-In-Place Recycling – A cost-effective alternative to traditional mill and fill pavement treatments, cold-in-place recycling can yield cost savings of as much as 30% using existing AC materials, which produces less truck hauling and better time efficiency during construction. Longer pavement sections (generally at least 500,000 sf of pavement area) that require deeper mill and fills (typically at least three inches) are good candidates for cold-in-place recycling with potentially large cost savings.

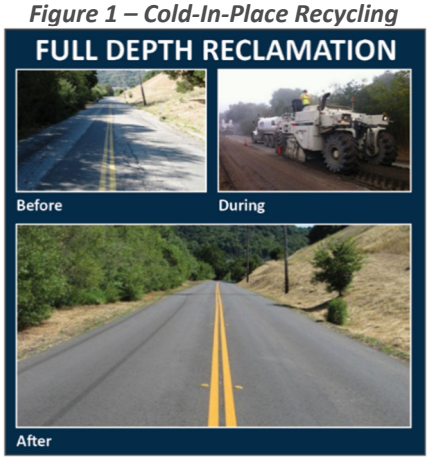


Figure 2 – Full Depth Reclamation

Full-Depth Reclamation (FDR) – Full-depth reclamation is a process that reconstructs failed AC pavements by recycling the existing roadway materials. The old AC and aggregate base materials are pulverized and mined utilizing specialized equipment. The FDR method recycles the materials in-situ and can offer significant cost savings over conventional roadway reconstruction techniques. It is generally cost-effective for areas as little as 25,000 square feet.

GIS Analysis, Modeling, and Mapping Using the Latest ESRI™ Software

NCE staff have an in-depth knowledge and understanding of the GIS needs of public entities and the importance of geospatial data in making critical resource, impact analysis, and management decisions. These decisions require well thought out tools that allow for efficient management, deployment, and dissemination of spatial data (both internal and external for the public). Our experience with GIS development and analysis, cartography, and asset management is extensive and includes projects for municipalities across California and Nevada. Our services include mobile data collection, integration with asset and PMP software, and detailed mapping capabilities using the latest ESRI™ software which include ArcGIS® and ArcPro.

Pavement and Civil Engineering

NCE's civil and pavement engineers and technicians have experience developing PS&E for many city, county, and state roadway projects. The benefit of this experience is that we thoroughly understand the impact recommended pavement designs can have on the roadway system. Elements include drainage improvements, ADA curb ramps and sidewalks, curb and gutter, traffic striping and signs, and utility relocation. NCE has excellent working relationships with pavement and grading contractors and we partner with reputable contractors to provide constructability review and cost efficiencies.

Civil Design

Pavement preservation, overlays and rehabilitations must be incorporated into the already built environment through civil design. NCE has learned, that to accomplish this, requires varying levels of design, as well as an understanding of elements with the built environment that must be considered. With this in mind, NCE provides a broad spectrum of engineering services associated with public infrastructure. The firm's civil engineering disciplines have proven invaluable to clients on transportation, water resources, municipal infrastructure, land development and site design projects. NCE's civil engineers have extensive experience with the design and preparation of plans, specifications and estimates for city, county and state infrastructure projects. Our civil engineering services include planning, feasibility studies, assessment, design and construction for a broad range of Public Works projects including bicycle and pedestrian projects, public infrastructure, green infrastructure, local government facilities, road widening and intersection design, roadway geometrics, pavement preservation, overlay and reconstruction design, erosion control projects, hydraulic engineering and hydraulic studies, water quality improvements, wetlands and creek restorations, utility coordination, utility design and relocation, drainage design, hydraulic modeling, and redevelopment and urban infill.

Complete Streets

Our engineers know the importance of incorporating and designing complete streets elements into street improvement projects. Complete Streets are defined as streets that are designed for safe access for multi-modal users including transit riders, motorists, bicyclists, and pedestrians. When rehabilitating or completing street designs, NCE meets with our clients to discuss options to improve safety and overall user experience whether it is crossing the street, walking to businesses or schools, bicycling to work, using a transit stop, accommodating street parking for commercial zones, or calming/slowing traffic to make it easier to cross the street. A resource that we often reference and start with for these types of concepts is the National Association of City Transportation Officials (NACTO), which introduces standard design concepts and guidelines in its Urban Bikeway and Street Design Guides. Our experience goes beyond standard vehicle-centric designs in the Caltrans Highway Design Manual and CA MUTCD, helping local agencies to develop context sensitive designs that involve community input and public outreach.

ADA Compliance

NCE has a depth of experience in standards for accessible design, including curb ramps, sidewalks and accessible path of travel, maximum running slope for crosswalks, and related traffic striping and signage. ADA Title II creates an ongoing obligation to remediate existing non-compliant facilities undergoing alteration, such as non-compliant sidewalks and curb ramps, per the Program Accessibility obligation. The alteration of the roadway, including most pavement work beyond maintenance slurry seals, changes the usability of street crossings which is why it requires ADA compliant curb ramps. In consideration of using overlays as a pavement repair and rehabilitation treatment option, ADA compliant curb ramps will

be needed. Typical design considerations and issues include ADA compliant curb ramps with the need for many custom ramps to work around right-of-way issues, adverse grades in hilly topography, curb and gutter repairs, drainage issues, or other geometric constraints. NCE will coordinate curb ramp alterations with required alterations to the roadway striping plans, such as crosswalks and vehicle or bicycle detector loops.

Special Equipment

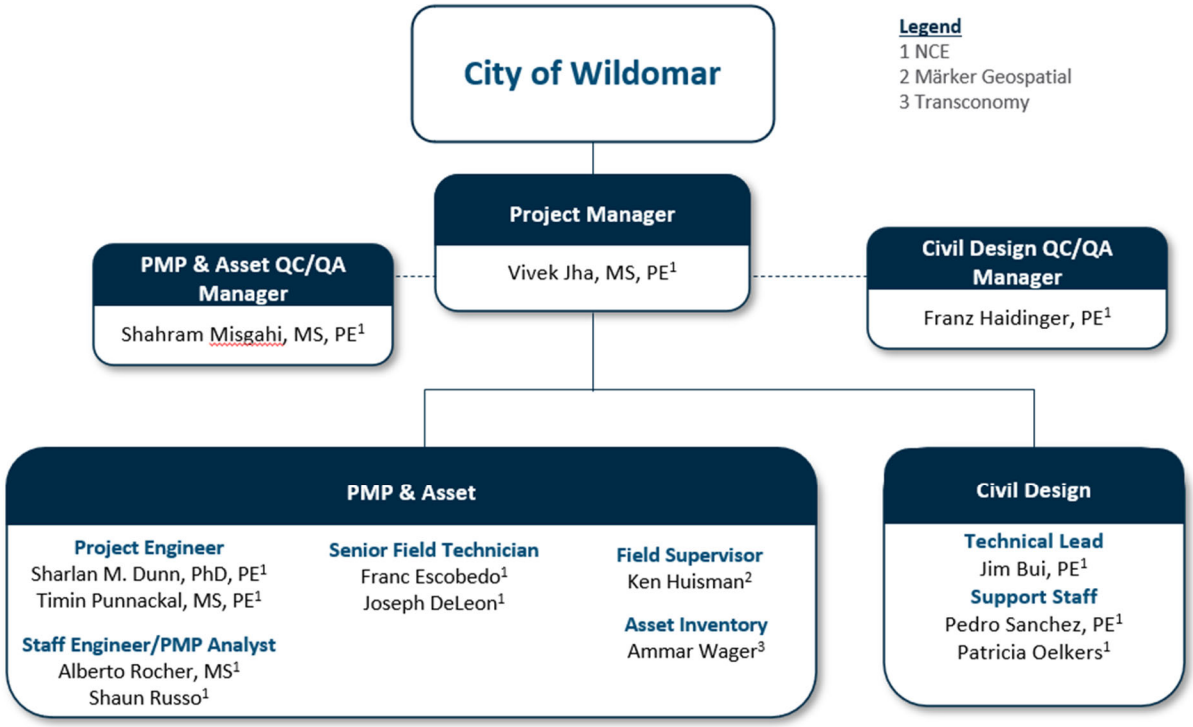
NCE can evaluate pavement structural conditions with deflection testing using our Falling Weight Deflectometer (FWD). The FWD is a specialized tool that provides data to allow for preparation of cost-effective pavement designs. In-situ conditions can be quickly evaluated to determine issues, such as the extent of subgrade problems or the presence of voids/unstable soils. Pavement designs for phased or staged constructions are possible, as well as the ability to model and use new materials and technologies. NCE can also use GPR to determine the thickness of AC as well as depth of the top rebar in concrete pavement in a non-destructive manner. The GPR data can then be calibrated using limited core information. The GPR data can be collected at the same time as automated pavement distress data, thus leading to huge cost savings.

Negative History

NCE has not had contract failures, civil or criminal litigation, or investigation pending for the firm within the last five years.

Project Manager and Key Personnel

NCE has assembled a proven project team of highly qualified individuals who have the knowledge, expertise, and experience with PMP/PMS implementations, conversions, and updates using MTC's StreetSaver® pavement management software. NCE is dedicated to continuous training in the latest versions of software, design, and construction techniques. We not only frequently participate in such training, but also instruct and conduct extensive training including field distress and software workshops to 200+ technical staff within the engineering community.



The City can count on our team to provide superior, responsive service on this project. The NCE team is committed to the project for its duration; no personnel designated as key to the project shall be removed or replaced without the prior written concurrence of the City. The organizational chart provided above shows the structure and team we propose for this project, as well as the communication/reporting relationships of the key staff in relation to the City for this project.

The NCE team will be led by our proposed Project Manager, **Mr. Vivek Jha, MS, PE**. He is supported by an experienced and trusted team of professionals that have successfully worked together on multiple projects. In addition, all team members, including subconsultants (Märker and Transconomy), will be managed as an extension of NCE.

Project Team Responsibilities

Vivek Jha, MS, PE | Project Manager

Vivek is NCE's proposed Project Manager. Vivek will be responsible for day-to-day project management and will be the City's single point of contact. He will manage the development of the scope, budget, planning, scheduling, coordination and quality of the project and will also participate in key meetings. As part of the PMP update, he will direct the data collection activities, pavement condition index (PCI) calculations, budget analyses, and the preparation of reports. ***Vivek is locally based out of NCE's Fountain Valley, California office. He has over 14 years of extensive experience in pavement design and evaluation, rehabilitation and maintenance, as well as pavement and asset management.***

Shahram Misaghi | PMP and Asset QC/QA Manager

Shahram will be responsible for implementing NCE's quality control management program for the project. She will address QC/QA procedures and expectations for each team member and will provide the quality assurance review and its documentation of the documents that will be submitted to the client. ***Shahram has over 20 years of experience completing pavement engineering and transportation projects, including managing PMP projects throughout Southern California.***

Franz Haidinger, PE | Civil Design QA/QC Manager

Franz Haidinger, PE, will be responsible for implementing NCE's quality assurance management program for the project. He will address quality control and quality assurance procedures and expectations for each team member and will provide the quality assurance review and its documentation of the documents that will be submitted to the client.

Sharlan M. Dunn, PhD, PE | Project Engineer

Sharlan will oversee the pavement and asset data collection and provide the analysis and interpretation of the data to update the City's 2023 PMP. ***Sharlan has eight years of experience in pavement management, maintenance, rehabilitation, design, and planning projects including various pavement engineering projects in Southern California; and has been with NCE for four years.***

Timin Punnackal, PE | Project Engineer

Timin is a Professional Civil Engineer with over 12 years of experience in various transportation projects. Timin is proficient in using analysis and PMP software, such as StreetSaver®. His recent PMP Southern Californai clients include the Cities of Aliso Viejo, Anaheim, Baldwin Park, Cathedral City, Corona, Diamond Bar, Glendale, Mission Viejo, Orange, Redondo Beach, San Marino, Santa Maria, Thousand Oaks, and Yorba Linda, and the Counties of Orange and San Deigo.

Jim Bui, PE | Civil Design Lead

Jim Bui, PE, will lead civil design aspect (cost estimate for unpaved road and intersection analysis). Jim Bui, PE, is a licensed California Civil Engineer with 10 years of transportation experience, and routinely serves as the Project Manager and/or Senior Engineer on Public Works and Capital Improvement projects.

Pedro Sanchez, PE | Project Engineer

Pedro Sanchez, PE, will be responsible for orchestrating the analysis for intersection improvements.

Ken Huisman (Märker Geospatial) | Field Supervisor

Ken will be the field supervisor for this project responsible for data collection. *He brings more than 27 years of extensive experience in the pavement and infrastructure management consulting industry. Mr. Huisman has supervised the creation of large and complex public pavement infrastructure and GIS databases for many municipal, state, and federal projects.* ***He has worked collectively with the NCE team on several PMPs using StreetSaver® and PAVER™, including the Cities of Anaheim, Baldwin Park, Burbank, Corona, Diamond Bar, Hermosa Beach, Manhattan Beach, Mission Viejo, Newport Beach, Redondo Beach, as well as the Counties of Orange, Santa Barbara, and San Diego.***

NCE Support Staff

Luis "Alberto" Rocher Neri, MS, will serve as NCE's Pavement Staff Engineer for the project. Mr. Neri will provide pavement engineering support. Mr. Neri recently joined NCE in 2023 as a Staff Engineer. In this short period, has provided extensive pavement engineering support on local PMP projects for the Cities of Aliso Viejo, Anaheim, and Yorba Linda, and the County of Orange. **Education:** MS, Civil Engineering, University of Nevada, Reno, 2023; and BS, Civil Engineering, ITESM, Mexico, 2019. **Registrations/Certifications:** N/A.

Shaun Russo will serve as NCE's PMP Analyst for the project. Mr. Russo will provide support to key engineering staff. Mr. Russo recently joined NCE in 2023 as a pavement management program analyst. He brings over five (5) years of experience leading several types of Public Works projects throughout Southern California. He has completed projects for over 60 local agencies including pavement management programs, sidewalk management programs, right-of-way asset inventories, and various types of GIS technical support. Some of his PMP clients include the Cities of Buena Park, Cypress, Fountain Valley, Fullerton, Huntington Beach, Laguna Hills, Newport Beach, Orange Rosemead, San Clemente, Santa Ana, Stanton, Tustin, and Yorba Linda, and the County of Orange. **Education:** High School. **Registrations/Certifications:** OCTA Pavement Inspector Prequalification.

Franc Escobedo will serve as NCE's Senior Field Technician for the project. He will lead/perform the functions relating to data collection and field QA/QC. Apart from conducting field inspections, he performs all functions related to data collection and is an active participant in the quality control process. Mr. Escobedo has over 22 years of experience as a pavement management technician for NCE. He has performed condition inspections on over 6,000 centerline miles of roads and streets, including recently for the Cities of Aliso Viejo, Anaheim, Corona, Dana Point, Diamond Bar, Manhattan Beach, Mission Viejo, Newport Beach, Orange, San Clemente, San Gabriel, Santa Maria, Seal Beach, Stanton, Thousand Oaks, and Yorba Linda, as well as the Counties of Orange, San Diego, Santa Barbara, and Ventura. He is certified by the MTC, and the OCTA inspector certification testing program and assists with the training of agency staff. Computer Courses in Anaheim. **Registration/Certifications:** OCTA Pavement Inspector Prequalification; and MTC StreetSaver® Rater Certification Program.

Joseph DeLeon will serve as NCE's Senior Field Technician for the project. He will lead/perform the functions relating to data collection and office and field QA/QC of the distress data. Apart from conducting field inspections, he performs all functions related to data collection and is an active participant in the quality control process. His recent Southern California PMP clients include the Cities of Anaheim, Baldwin Park, Buena Park, Cathedral City, Corona, Dana Point, Highland, Manhattan Beach, Newport Beach, Orange, Redondo Beach, San Clemente, Santa Maria, Thousand Oaks, Torrance, West Covina, Whittier, and Yorba Linda, as well as the Counties of Orange, San Diego, Santa Barbara, and Ventura. He is certified by the OCTA inspector certification testing programs**. Education:** Various Courses at Mendocino College**; Registrations/Certifications:** OCTA Pavement Inspector Prequalification.

Project Team Resumes

Focused resumes highlighting education, experience, and applicable credentials for each key team member are provided on the following pages.

Vivek Jha, MS, PE | Project Manager

Vivek has over 15 years of experience in the pavement field. He specializes in pavement design and evaluation, rehabilitation and maintenance, and pavement and asset management. He has a wealth of experience in using non-destructive technology (such as automated distress data, GPR, and FWD) for pavement evaluation and design. Vivek is also adept at managing the entire project life cycle including developing and maintaining project schedule, controlling project cost, tracking and documenting variance, developing technical reports, QA/QC of other reports and data. Vivek is a registered professional engineer in Maryland and New Jersey.

Education
MS, Civil Engineering, Rowan University, 2009

BS, Civil Engineering, Sardar Patel College of Engineering, Mumbai, India, 2007

Registrations/Certifications
Professional Engineer – Civil
MD #52713

Pavement Management Training Levels 1 & 2, 2014

HMA Plant Technologist, Superpave Levels 1 & 2

HMA Construction Technologist

Affiliations
Advisory Board Member, CREATEs

ACRP Panel Member, Automated Pavement Condition Survey Practices at Airports

Joined NCE
2022

Total Years of Experience
15 years

Representative Projects

Pavement Management Program Update
City of Anaheim, CA

Project Manager. The City has approximately 584 centerline miles and NCE has been assisting the City with updating the PMP since 2013 including transitioning from PAVER™ to StreetSaver®. Vivek is currently managing the latest round of their PMP update using StreetSaver®. He is responsible for the analysis and quality control of pavement distress data, updating maintenance and rehabilitation decision trees and the treatment unit costs, and the development of budget scenarios and summary reports including submitting the OCTA report for Measure M2 funding.

Pavement Management Program Update
City of Mission Viejo, CA

Deputy Project Manager. The City has approximately 178 centerline miles of local and collector streets and 52 miles of arterial highways. Vivek assisted the City with the latest round (2022) of their PMP update using StreetSaver®. As part of this project Vivek was responsible for the overall QA/QC of the project and ensuring the timely submission of the deliverables (draft and final reports and OCTA Report).

Pavement Management Program
City of Aliso Viejo, CA

Project Manager. The City has approximately 75 centerline miles of public streets. NCE assisted the City in updating the PAVER™ PMP. The previous citywide update was completed in 2018 in compliance with OCTA's M2 requirements. Vivek was responsible for the analysis and quality control of pavement distress data, updating M&R decision trees and the treatment unit costs, and the development of budget scenarios and summary reports.

Pavement Management and Road Surveying
San Diego County, CA

Deputy Project Manager. Covering an area of nearly 1,500 square miles, the County maintains approximately 1,950 centerline miles of roadways. The network is comprised of approximately 1,843 centerline miles of asphalt concrete roadways, with the remainder being exposed cement concrete or unpaved disintegrated granite. Vivek assisted in summarizing the work done by the County and its impact on the "Road to 70" goal and determined the determining the PCI of the underserved communities in each CPG. He is currently assisting the County in identifying sections with missing As-Built data based on 2015/16 and 2021 network distress survey.

Shahram Misaghi, MS, PE

QA/QC Manager

Mr. Misaghi is an experienced Project Manager and Lead Project Engineer at NCE with over 20 years of experience in pavement management, asset management, maintenance, rehabilitation, design, and planning projects. His experience includes pavement and asset data collection and analysis. Currently, he is leading/involved in multiple projects focused on pavement right-of-way asset inventory for agencies across California, and he has led over 70 PMS projects in the last 12 years. He has been involved with the update of pavement management systems for numerous cities and counties throughout California with responsibilities that include the analysis and quality control of pavement distress data, updating maintenance and rehabilitation decision trees and the treatment unit costs, and the development of budget scenarios and summary reports. He has developed the most cost-effective maintenance treatments and strategies, prepared custom multiple-year detailed street maintenance plans and budget option reports, and linked GIS maps with management sections in the client's PMS database. He is well-versed with StreetSaver® and is certified by MTC to perform condition surveys.

Education
MS, Civil Engineering, University of Texas, El Paso, 2011

BS, Civil Engineering, University of Science and Technology, Tehran, 1999

Registration/Certifications
Professional Engineer – Civil, CA #82874

MTC StreetSaver® Rater Certification

Joined NCE
2011

Total Years of Experience
22 years

Representative Projects

StreetSaver® Training and Technical Support and PTAP Rounds 1-24
Metropolitan Transportation Commission, CA

Project Manager and Senior Engineer. NCE has been involved in many projects related to the development, implementation, and training of the StreetSaver® program. NCE implemented the StreetSaver® PMS in over 150 agencies since 1994. Mr. Misaghi has trained users of the StreetSaver® software including the development of the training materials, ensuring interaction in the training, as well as conducting the training.

Multiple Pavement Management System Implementations and Updates
Various Cities and Counties, CA

Project Manager and Senior Engineer. Mr. Misaghi has been involved with updating PMS for over 70 cities and counties in California. He is responsible for the analysis and quality control of pavement distress data, updating M&R decision trees and the treatment unit costs, and the development of budget scenarios and summary reports. He has developed the most cost-effective maintenance treatments and strategies, prepared custom multiple-year detailed street maintenance plans and budget option reports, and linked GIS maps with management sections in the client's PMS database. He has also been responsible for QC review of client deliverables. Some of his current/past PMS clients in California include:

- Albany
- Alameda
- Anaheim
- Atherton
- Bakersfield
- Berkeley
- Buena Park
- Camarillo
- Carson
- Corona
- Dana Point
- Diamond Bar
- El Cerrito
- Fullerton
- Highland
- Lake County
- Lake Forest
- Mission Viejo
- Monterey County
- Moreno Valley
- MTC
- OCTA
- Oakland
- Orange County
- Pebble Beach
- Richmond
- Rocklin
- San Francisco
- Santa Maria
- Seal Beach
- South Gate
- Stanton
- Torrance

CERTIFICATE OF ACHIEVEMENT

This is to certify that

Shahram Misaghi

has completed the requirements of the

MTC StreetSaver® Rater Certification Program

Certificate valid until Jun 15 2024

StreetSaver

Jim Bui, PE – Civil Design Lead

Jim Bui, PE, is a licensed California Civil Engineer with 10 years of transportation experience, and routinely serves as the Project Manager and/or Senior Engineer on Public Works and Capital Improvement projects focusing on civil design for NCE's Southern California region. He has expertise with civil and pavement design, asset management, complete streets, ADA Compliance, bicycle/pedestrian trails on municipal transportation infrastructure. Jim's experience also includes numerous citywide paving projects; many involving ADA compliance for curb ramps, complete streets projects, and various classes of bicycle facilities.

Education
BS Civil Engineering, 2013
University of California, Irvine
Member Tau Beta Pi, Chi Epsilon

Registrations/Certifications
Professional Engineer – Civil, CA #86467

Affiliations
American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Joined NCE
2013

Years of Experience
10 years

Representative Projects

Residential and Collector Streets Rehabilitation (Areas 3, 4, and 5) and Arterial Streets Rehabilitation, and Areas 3, 4, and 5 Residential Neighborhood ADA Curb Ramps Improvement Projects

City of Diamond Bar, CA

Project Manager. The City has approximately 145 centerline miles divided into seven maintenance zones. NCE has been assisting the City with updating the PMP since 2015 including transitioning from PAVER to StreetSaver®. Beginning in Spring 2023 NCE has also been contracted for 3 years to provide the design of PS&E for the City's various annual roadway maintenance and rehabilitation programs, as well as standalone annual CDBG Curb Ramp improvement projects. As part of this first year, Jim used his extensive experience with annual roadway rehabilitation projects to implement the PMP work plan into discrete projects and provide the most appropriate pavement treatments including slurry seals, cape seals, and ARHM paving for 65 arterial, collector, and residential roadway segments. He has completed the design of the first CDBG Curb Ramp project currently out for construction and is preparing a 60% draft PS&E submittal for the roadway maintenance and rehabilitation program.

2018-2024 Street Rehabilitation Program

City of San Marino, CA

Project Manager. NCE has provided progressively more detailed roadway pavement evaluation, pavement design, and full PS&E services for various annual roadway maintenance and rehabilitation projects between 2018 - 2022. Adapting to the City's needs this included limited visual-only pavement evaluations for construction to detailed geotechnical investigations included pavement coring, subgrade laboratory testing, and base repair markings for various residential, collector, and arterial streets. Innovations included the re-use of existing Macadam road base in good condition where possible to provide a mill and overlay rehabilitation instead of full-depth reconstruction, saving the City hundreds of thousands of construction dollars and unnecessary off-haul. NCE is currently designing the City's pavement reconstruction-focused FY 2022-2023 and FY 2023-2024 street rehabilitation project, where we are expecting economies of scale to provide favorable construction costs for nearly 4 miles of arterial, collector and residential streets including the design of nearly 300 curb and gutter repair locations, and evaluation of over 130 intersection corners for curb ramp compliance.

Franz Haidinger, PE – QA/QC Manager – Civil Design

Education
DI (Diplom-Ingenieur), Civil Engineering, University of Natural Resources and Life Sciences, Vienna, Austria (Equivalent of a MS, Civil Engineering), 1997

Registrations/Certifications
Professional Engineer – Civil CA #64725
Professional Engineer – Civil NV #19430
Troxler Nuclear Testing Equipment Certification #079039

Affiliations
American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Joined NCE
2004

Years of Experience

Franz Haidinger, PE, is a licensed California Civil Engineer and serves as Principal/Chief Engineer responsible for overseeing, managing, and developing designs and PS&Es for roadway improvement projects and implementing sustainable technologies. Franz specializes in pavement and roadway design, pavement rehabilitation projects, sustainable pavement technologies, and low-impact development features. Franz enjoys the opportunity to improve the built environment, whether it's implementing sustainable pavement technologies, design of low-impact development features for stormwater quality, or complete streets elements and corridor improvements.

Representative Projects

2018-2024 Street Rehabilitation Program

City of San Marino, CA

QA/QC Manager. NCE has provided progressively more detailed roadway pavement evaluation, pavement design, and full PS&E services for various annual roadway maintenance and rehabilitation projects between 2018 - 2022. Innovations included the re-use of existing Macadam road base in good condition where possible to provide a mill and overlay rehabilitation instead of full-depth reconstruction, saving the City hundreds of thousands of construction dollars and unnecessary off-haul. NCE is currently designing the City's pavement reconstruction-focused FY 2022-2023 and FY 2023-2024 street rehabilitation project, where we are expecting economies of scale to provide favorable construction costs for nearly 4 miles of arterial, collector and residential streets including the design of nearly 300 curb and gutter repair locations, and evaluation of over 130 intersection corners for curb ramp compliance.

2018-2023 Annual Overlay/Rehabilitation Pavement Design and PS&E

City of San Leandro, CA

QA/QC Manager. NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, FDR in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Avenue, CIP No. 2018-06

City of La Mirada, CA

QA/QC Manager. NCE provided pavement rehabilitation PS&E for Valley View Avenue from Imperial Highway to Rosecrans Avenue. This is a highly traveled corridor nearly a mile long with heavily deteriorated AC pavement with PCC pavement intersections at the ends that required AC pavement reconstruction. The rehabilitation plans also addressed ADA compliance, class 2 bike lanes, minor PCC median reconfiguration, PCC cross gutter replacements, and traffic signal coordination with LA County.

Sharlan M. Dunn, PhD, PE | Project Engineer

Sharlan has eight years of experience in pavement design, management, and research work. After joining NCE in 2018, she has enjoyed working on pavement design and pavement management projects for local agencies and airports throughout California. She currently serves as a project engineer for pavement management, maintenance, rehabilitation, design, and planning projects.

Her current clients include the Cities of Anaheim, Bakersfield, Davis, Fairfield, Fresno, Los Gatos, Oakland, Pacifica, and Sacramento, as well as the Counties of Alameda, Calaveras, Monterey, and San Diego. She is MTC certified to perform pavement condition surveys and is the instructor for several of MTC's StreetSaver® User Week workshops.

Education
PhD, Civil Engineering, Purdue University, 2018

MS, Civil Engineering, Brigham Young University, 2014

BS, Civil Engineering, Brigham Young University, 2011

Registration/Certification
Professional Engineer – Civil, CA #93268

MTC StreetSaver® Rater Certification (tested April 2024)

Affiliations
American Society of Civil Engineers

Joined NCE
2018

Total Years of Experience
9 years

CERTIFICATE OF ACHIEVEMENT

This is to certify that

Sharlan Dunn

has completed the requirements of the

MTC StreetSaver Rater Certification Program

Certificate valid until Feb. 28 2024

StreetSaver

Representative Projects

Utility Cut Impact Study
City of Anaheim, CA

Project Engineer. This project was performed to determine the functional and structural impact of utility cuts on streets in Anaheim. In consultation with the City, Sharlan identified candidate utility cuts throughout the city, coordinated field data collection, performed analyses, and developed a utility cut fee schedule for the city that represents the amount of pavement damage utility companies are responsible for when they cut a pavement to perform underground utility work.

Valley View Avenue Rehabilitation Project
City of La Mirada, CA

Project Engineer. NCE provided pavement evaluation and design services Valley View Avenue, a highly traveled commercial corridor nearly a mile long with heavily deteriorated pavement. A pavement condition survey was conducted with distresses identified along with areas for potential base repairs. Coring, sampling and laboratory testing was performed and a pavement design and soils investigation report were prepared and included potential treatments with a focus on sustainable treatments and cost saving measures. Technical specifications were provided.

Pavement Management System Development and Updates
Various Cities and Counties; California, Idaho, Washington

Project Engineer. Sharlan has been involved in developing and updating pavement management system plans for several cities and counties in California, Washington, and Idaho. She has been responsible for pavement distress data collection, analysis, and quality control; maintenance and rehabilitation decision tree development with treatment unit cost estimates; budget scenario analyses; report preparation; and presentations to agency councils. She is fluent with both StreetSaver® and PAVER™ pavement management software. Some of her current/past PMS clients include:

- Anaheim
- Bakersfield
- Bell
- Campbell
- Citrus Heights
- Fairfield
- Fresno
- Fresno COG
- Glenn County
- Kings County
- Monterey County
- MTC
- Novato
- Oakland
- Presidio Trust
- Sacramento International Airport
- San Diego County
- Santa Ana

Franc Escobedo | Senior Field Technician

Franc Escobedo has over 22 years of experience as a pavement management technician for NCE. He has performed numerous pavement condition inspections throughout California, Idaho and Washington. His experience includes distress collection across various PMPs, including StreetSaver®, PAVER™, Cartographs, and Hansen systems. Additionally, Franc has completed both the OCTA PAVER™ and MTC "Distress Identification" courses for both Asphalt Concrete and Portland Cement Pavements and now assists with the training of agency staff on both courses.

Franc performs all activities relating to pavement data collection using hardcopy forms or tablets. As part of the QC process, he performs crosschecks of data in the PMS database. He regularly performs quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up-to-date. During this process, he generates detailed reports that are necessary to perform his crosschecks of the collected data.

Representative Projects

Pavement Management and Road Surveying

San Diego County, CA

Field Technician. Collecting distress data for AC/PCC surfaces as per ASTM D6433 standards. Inspected control sections for a prior automated survey.

Pavement Condition Surveys

Various Cities and Counties, CA

Field Technician. Listed below are a collection of agencies that he has performed condition inspections. Projects included various forms of inspections for pavement distress data collection, such as walking, windshield and/or automated survey. Some of his current/past PMP/PMS clients include:

- Aliso Viejo
- Anaheim
- Bakersfield
- Baldwin Park
- Bell
- Buena Park
- Burbank
- Camarillo
- Campbell
- Chula Vista
- Commerce
- Contra Costa County
- Corona
- Dana Point
- Diamond Bar
- Downey
- East Palo Alto
- Fresno County
- Elk Grove
- Fullerton
- Hayward
- Highland
- Hillsborough
- Humboldt County
- Inyo County
- La Habra
- Lake Forest
- Las Vegas
- Lemon Grove
- Manhattan Beach
- Marin County
- Mendocino County
- Mission Viejo
- Mono County
- Monterey
- Monterey County
- Mountain View
- Napa County
- Newport Beach
- Oakland
- Orange
- Orange County
- Oxnard
- Richmond
- San Clemente
- San Diego City
- San Diego County
- San Francisco
- San Marino
- San Mateo County
- Santa Barbara
- Santa Cruz
- Santa Cruz County
- Santa Monica
- Seal Beach
- Siskiyou County
- Sonoma County
- Stanislaus County
- Thousand Oaks
- Torrance
- Tuolumne County
- Tustin
- Vernon
- Vista
- West Covina
- Yorba Linda

Education

Computer Operations Program, Computer Learning Center, Los Angeles, CA, 1983-84

Network Engineering and Administrative Program

Computer Learning Center, Anaheim, CA, 1997

Certified Network Administration

Computer Learning Center, Anaheim, CA 1997

Certifications

MTC StreetSaver® Rater Certification Program (expires 2026)

OCTA PAVER™ Certification (expires 2025)

Joined NCE

2004

Total Years of Experience

22 years

CERTIFICATE
Of Prequalification
Franc Escobedo

CERTIFICATE OF ACHIEVEMENT
Franc Escobedo
StreetSaver

Ken Huisman

Field Supervisor

märker geospatial

Mr. Huisman brings more than 30 years of experience in the pavement and infrastructure management consulting industry. Over the course of Mr. Huisman's career, he has provided many aspects of infrastructure management to government agencies across North America. During this time, Mr. Huisman has supervised the creation of large and complex public pavement infrastructure and GIS databases for many municipal, state, and federal projects. Over the course of Mr. Huisman's career, he has developed an extensive portfolio in providing PMS services and is proficient with most off-the-shelf PMPs in the marketplace. He is routinely consulted by various agencies to provide helpful solutions that are applied throughout the entire life cycle of public infrastructure management.

Mr. Huisman is a graduate of the School of Engineering at Georgian College in Canada. He spent 17+ years of his career with Stantec Consulting working his way up to Senior Associate before founding Mission Geographic in 2007, now known as märker geospatial, a firm dedicated to providing public works users and decision makers with a variety of innovative and useful infrastructure asset management tools. His experience with various operation management software technologies together with data collection and GIS mapping services—such as infrastructure asset inventories, condition assessments, GIS field infrastructure mapping, and 3D reality capture using LiDAR, has made him a great resource for all the clients that he works with.

Career Accolades:

- Participates in the FHWA on the Long-term Pavement Performance program.
- Served and helped over 220+ local government public works agencies.
- Aided ten (10) state and provincial governments on pavement management projects.
- Involved with some of the earlier high-speed pavement profiling equipment provided in the industry.

Representative Projects

Mr. Huisman has worked collectively with the NCE team on many pavement management projects for many cities and counties in California as noted below:

- Anaheim
- Bakersfield
- Baldwin Park
- Calaveras County
- Clearlake
- Citrus Heights
- Contra Costa County
- Davis
- Diamond Bar
- Elk Grove
- Fresno COG
- Fullerton
- Glenn County
- Hermosa Beach
- Kern County
- Lake County APC
- Lakeport
- Madera County
- Manhattan Beach
- Mendocino COG
- Merced County
- Monterey County and Cities (TAMC)
- MTC
- OCTA
- Orange City/County
- Rancho Cordova
- Redondo Beach
- Redondo Beach
- Sacramento City/County
- San Diego County
- San Francisco City/County
- Santa Barbara City/County
- Santa Cruz City/County
- Shasta County
- Siskiyou County
- Stanislaus COG
- Thousand Oaks
- West Sacramento
- Yolo County
- Yorba Linda
- California State (Caltrans)

Education
Environmental Engineering Degree, School of Engineering, Georgian College, Ontario, Canada, 1997

Registration/Certifications
MTC StreetSaver® Rater Certification Program
OCTA Prequalified for Automated Data Collection

Joined märker
2007

Total Years of Experience
30 years

CERTIFICATE OF ACHIEVEMENT
This is to certify that
Märker Geospatial
has completed the requirements of the
MTC StreetSaver Automated Rating Vendor Certification Program
Serial no: 1107
Certificate valid until May 6, 2024
StreetSaver

Past Experiences/References

NCE has successfully prepared hundreds of similar programs throughout California delivering the services the City has requested for this project. The following pages contain examples of our most recent, relevant Southern California PMP projects. These projects highlight our firm's diverse experience with StreetSaver® implementations, conversions, and/or updates, as well as the capabilities that we can offer to the City.

Current Projects

Pavement Management Program Updates and StreetSaver® Conversion, Orange County, CA

Contracting Agency:
County of Orange
Krishnamenon Nadaraja
Senior Civil Engineer
300 North Flower Street
Santa Ana, CA 92703
(714) 245-4516
Krishnamenon.nadaraja@ocpw.ocgov.com
Contract Term:
2009 – 2024 (ongoing)

The County and its contracted cities have a road network of approximately 674 centerline miles or approximately 3,604 pavement sections. The County Road network consists of approximately 378.4 centerline miles, Dana Point has approximately 93.5 centerline miles, and Lake Forest has approximately 192.2 centerline miles. NCE's scope of work consists of:

- Converting the PAVER™ databases to StreetSaver® in 2016
- Verifying all road inventory (lengths, widths, and locations)
- Inspecting all roads using ASTM D6433 protocols
- Updating the maintenance history
- Developing maintenance strategies and updating the decision tree
- Performing multiple budget scenarios
- Linking the database to a GIS shapefile
- Developing a seven-year work plan
- Preparing reports for OCTA certification.

Data on various non-pavement assets were collected and stored using the EarthMine software. Concurrent with the pavement condition inspection, mobile data collection units gathered high-resolution 360-degree geo-referenced right-of-way street level digital imagery along with 3D point cloud data. This mobile mapping system gives the ability to visualize, measure, edit, and validate infrastructure assets with a high-level of accuracy.

The County has just approved NCE for the next project for PMP updates in 2020 to2024.

Key Personnel: Vivek Jha, Shahram Misaghi, Timmin Puunnackal, Sharal Dunn, Joseph DeLeon, and Ken Huisman/ Märker.

Citywide PMP and Asset Data Collection | City of Santa Maria CA

Contracting Agency:
Thomas Korman, PE
Principal Civil Engineer
City of Santa Maria PW/Engineering
110 South Pine Street, Suite 101
Santa Maria, CA 93458

Description of Services: NCE was selected by the City to perform PMP and ROW asset inventory for the entire City's street network of 250 miles, NCE scope of work involved revieweing and updating the City's StreetSaver database, collect pavement distress information, and runing bdget scenarios. As part of this project, NCE is exploring the long term impacts of PCI if the City addresses the entire ROW with a rehabilitation treatment (grind and overlay) vs rehabilitation only in the travel lane and preventive maintenance (slurry or cape seal) in shoulders and turning lane.

NCE asset inventory scope of work involved providing a GIS shapefile with all the asset attributes and hosting the data on the NCE Asset Management platform for 3 years. NCE scope of workm includeThe following assets are being inventoried by NCE as part of this project.

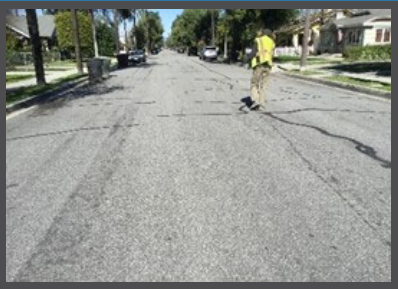
- Sidewalk
- Traffic Signs
- Pavement Markings and Striping

Phone: (805) 361-9291
Fax: (805) 928-4995
Email: (directly below)
tkorman@cityofsantamaria.org
Contract Term:
2023 and Ongoing

- Curb, Gutter, and Curb Markings
- Curb Ramps
- Driveway Aprons
- Light Post

Key Staff: Vivek Jha, Shahram Misaghi,Timin Punnackal, Sharlan Dunn, Shaun Russo, Franc Escobeo, and Joseph DeLeon, Ken Huisman of märker geospatial (Field Supervisor), and Ammar Waqar of Transconomy (Technology Lead).

Pavement Management Program Updates and StreetSaver® Conversion | City of Anaheim, CA



Contracting Agency:
Jason Thiem
Associate Civil Engineer
City of Anaheim
200 South Anaheim Boulevard
Anaheim, CA 92805
p: (714) 765-5100
e: jthiem@anaheim.net
Contract Term:
2014/15, 2016/17, 2018/19, 2020/21, 2022/23

Project Description: NCE updated Anaheim's PMP in compliance with OCTA's Measure M2 requirements from 2013 to 2021 and the contract continues through 2023. The street network consists of approximately 584 centerline miles of pavement including 155 miles of Arterial Highway System (AHS) and 429 centerline miles of Local Street System (LSS). Scope of work has included:

- Distress/condition inspections as per ASTM D6433 protocols.
- Collected ride quality (International Roughness Index) and digital images of the pavements.
- Updated the maintenance and rehabilitation (M&R) history.
- Created shapefiles and KML files with the pavement condition information.
- Implemented a rigorous QC Plan for data control and delivery.
- Performed funding scenarios:
  - Targeted seven-year network average Arterial PCI of 75 and PCI 71 for local streets with no more than a 12% backlog.
  - Maintained the current backlog of streets, i.e., PCI<40 or 12%.
  - Maintained current PCI: Arterial PCI of 73 and local street PCI of 69.
  - Performed additional scenarios per OCTA guidelines.
- Preparing all reports and submittals to OCTA.
- Identified missing sidewalk gaps.

NCE is currently working with the City to finalize its 5-year work plan for AHS.

Key Staff: Vivek Jha, Shahram Misaghi, Timin Punnackal, Luis Rocher Neri, Jim Bui, Franc Escoobedo, and Joseph DeLeon, Ken Huisman/ märker

Completed Projects

Pavement Management Program Updates and StreetSaver® Conversion, Diamond Bar, CA

Contracting Agency:
City of Diamond Bar PWD
Contact name: Christian Malpica
Title: Associate Engineer
21810 Copley Drive
Diamond Bar, CA 91765

NCE was selected by the City to perform a PMP update in 2014. The City had used PAVER™ for previous updates but converted to StreetSaver® in 2018. NCE was again selected by the City in 2021/22 to update its PMP. The NCE team has performed the following tasks:

- Reviewed PAVER™ database – found inconsistencies and worked with City staff to resolve
- Field verified pavement inventory
- Performed distress/condition surveys on the entire pavement network consisting of 145 centerline miles
- Calculated PCI for all streets
- Updated pavement strategies and unit costs in decision tree
- Performed budgetary analyses including three funding scenarios and prepared PMP report
- Developed a multi-year maintenance work plan

Phone: 909-839-7042
Email:
cmalpica@diamondbarca.gov
Contract Term:
2014/15, 2016/17, 2018/19, 2021/22

- Prepared and conducted training classes for City staff, which covered basic software features to developing budget scenarios and GIS maps.

NCE was selected by the City to provide the design of PS&E for the City's various annual roadway maintenance and rehabilitation programs, as well as standalone annual CDBG Curb Ramp improvement projects. NCE already completed the design of the PS&E for year 1 which is construction currently.

Key Staff: Vivek Jha, Timin Punnackal, Shahram M., Joseph DeLeon, Jim Bui, Franz H, Pedro S, Ken Huisman/ märker

Pavement Management Program Updates and StreetSaver® Conversion | City of Yorba Linda, CA

Client:
Rick Yee, PE
Deputy Director of Public Works/Assistant City Engineer
City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, CA 9886
p: (714) 961-7171
e: ryee@yorbalindaca.gov
Dates:
2020, 2022, 2023/24

Project Description: NCE converted the City's Converted PAVER™ databases to StreetSaver® in 2020. As part of the PMP updates projects in 2020 and 2022, the NCE team performed the following tasks:

- Converted PAVER™ databases to StreetSaver® in 2020.
- Verified all street inventory, i.e., lengths, widths, and locations.
- Field verified pavement inventory.
- Performed distress/condition surveys using walking method on all of the City maintained streets using ASTM D6433.
- Calculated PCI for each street section.
- Performed budgetary analyses including three funding scenarios.
- Developed a seven-year maintenance and repair work plan.
- Prepared Final Report included in submittal to OCTA.
- Develop a 2-year workplan.

NCE was recently selected to update the City's 2024 PMP.

Key Staff: Vivek Jha (Project Manager), Timin Punnackal (Project Engineer), Luis Rocher Neri (Staff Engineer), Shaun Russo (PMP Analyst), Franc Escobedo (Field Technician), and Joseph DeLeon (Field Technician).

PMP/Asset Inventory Update, Pavement Evaluation and Design, and Street Rehabilitation | City of Redondo Beach, CA

Contracting Agency:
City of Redondo Beach
Lauren Sabian, PE
Principal Civil Engineer
(310) 318-0661 x 2520
lauren.sabian@redondo.org
Contract Term:
2016/17, 2020/21, 2023/24

Project Description: NCE was selected by the City of Redondo Beach to update its PMP and right-of-way asset inventory for its entire network of 159.43 centerline miles. The scope of work included updating the PMP in accordance with ASTM D6433, taking the preliminary recommendation from the PMP and developing a 3-year work plan by selecting treatments that are based on PCI, pavement core information, subgrade information determined via laboratory testing, and site constraints. NCE's engineers field verified each pavement recommendation and performed investigation to determine the most feasible treatment. Finally, NCE staff marked base repairs prior to construction each year; this data will then be used to generate GIS maps, facilitating easy accessibility and tabulation for future reference.

NCE's scope of work included the following tasks:

- PMP and right-of-way asset inventory
- Work Plan for FY 2023-25 & field review of FY 2023-25 Street List
- Pavement coring and laboratory testing, pavement design & marking base repairs
- Council Presentation, Technical Workshop, and Technical Support

- Sign, curb marking, sidewalk, curb, cross gutter, man-hole, and pavement marking Inventory

NCE is currently developing PS&E for the City's residential street rehabilitation program using PMP and the multi-year plan.

Key Staff: Vivek Jha (Project Manager), Timin Punnackal (Pavement Engineer), Franc Escobedo (Pavement Technician), Joseph DeLeon (Pavement Technician), and Ken Huisman/märker (Semi-Automated Data Collection)

NCE has performed over 200 similar projects throughout California delivering the services the City has requested for this contract. **Table 1** below lists some of our local PMP/PMS projects that NCE has successfully completed in Southern California within the last ten years – further demonstrating our expertise and experience in the pavement management arena. These are repeat clients, which testifies to their satisfaction with NCE's work products.

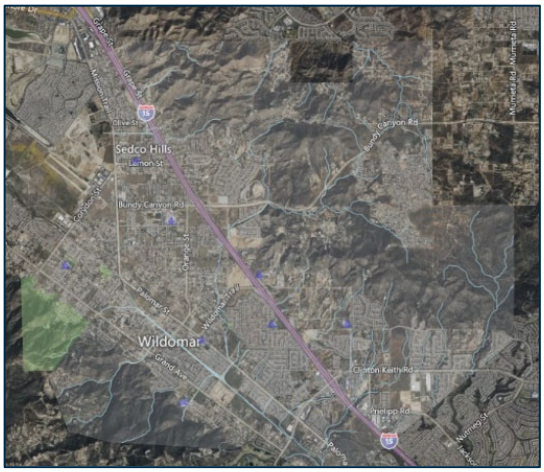
Table 1. NCE's Southern California PMP/PMS Experience

Project Dates	Contracting Agency	Miles	Brief Project Description
2019/20, 2021/22	City of Aliso Viejo	75	Pavement Management Program Services
2013/20, 2021/23	City of Anaheim	578	Pavement Management Program Implementation, Updates and StreetSaver® Conversion
2020-Present	City of Baldwin Park	114	Pavement Management Program Updates and StreetSaver® Conversion
2018	City of Bell	32.9	Pavement Management System Update
2008-2020	City of Buena Park	191.3	Peer Review and Pavement Management Program Updates and StreetSaver® Conversion
2017-2020	City of Burbank	280.0	Pavement Management Program Updates StreetSaver® Conversion
2016, 2017	City of Carson	253	Pavement Management Plan Update and Citywide Collection Assessment (Sidewalks)
2015/16, 2016/17, 2017/18, 2022/23	City of Corona	400	Pavement Management Program Updates and StreetSaver® Conversion
2018, 2019	City of Cypress	27.5	Pavement Management Program Implementation, Updates and StreetSaver® Conversion
2013-2020	City of Dana Point	78.5	Pavement Management Program Updates and StreetSaver® Conversion
2014/15, 2016/17, 2018/19, 2021/22	City of Diamond Bar	145	Pavement Management Program Implementation, Updates and StreetSaver® Conversion
2018, 2019/20	City of Downey	227	Pavement Management Program Update
2017/21	City of Garden Grove	300	Pavement Management Program Update
2017/18 (PMP) 2019-Present	City of Huntington Park	128	Street Enhancement Project and Pavement Management Program Update
2013-2020	City of Lake Forest	192	Pavement Management Program Updates and StreetSaver® Conversion
2016/18, 2020/21	City of Manhattan Beach	104.6	Pavement Management Program Updates and StreetSaver® Conversion
2021/22	City of Maywood	27.3	Pavement Management Program Update and StreetSaver® Training
1997-Present	City of Mission Viejo	178	Pavement and Management Program Implementation and Updates
2018-2022	City of Newport Beach	242.1	Pavement Management Program Updates
2013/18, 2019/24	City of Orange	325.5	Pavement Management Program Updates

Project Dates	Contracting Agency	Miles	Brief Project Description
2017/19, 2020/22	City of Redondo Beach	126	Pavement Management Program Implementation, Updates and StreetSaver® Conversion
2013, 2015, 2021	City of San Clemente	140	Pavement Management Program Implementation, Updates and StreetSaver® Conversion
2014/15, 2018/19	City of San Gabriel	16.8	Pavement Management Program Update and Surveys
2017/18, 2019/20	City of Santa Ana	450	Pavement Management Program Updates and StreetSaver® Conversion
2018, 2020	City of Santa Barbara	244	Pavement Management System Updates and Surveys
2015, 2016/17, 2019/20	City of Santa Monica	164.3	Pavement Management Program Updates and StreetSaver® Conversion and Asset Management
2004-2020	City of Seal Beach	41.3	Pavement Management Program Implementation, Conversion and Updates
2009-2019	City of Stanton	43.7	Pavement Management System Implementation and Updates
2018/19	City of Temple City	71.3	Pavement Management Program Update and StreetSaver® Conversion
2013/14, 2018/19	City of Thousand Oaks	388.5	Pavement Management Program Update and StreetSaver® Conversion
2013-2018	City of Torrance	337.1	Pavement Management Program Implementation, Conversion and Updates
2017-2021	City of Ventura	305.5	On-Call Pavement Management Services
2011-2020	City of West Covina	245	Pavement Management System Update using the StreetSaver® Software Program
2015-Present	City of Whittier	210	Pavement Management Program Updates and StreetSaver® Conversion
2019/20, 2021/22	City of Yorba Linda	151	Pavement Management Program Implementation, Updates and StreetSaver® Conversion
2009-2021	County of Orange	674	Pavement Management Program Updates, StreetSaver® Conversion, & Asset Data Collection
2015-Present	County of San Diego	1,950.1	Pavement Management Program Conversion and Updates for Countywide and Private Streets
2011-Present	County of Santa Barbara	827.1	Pavement Management Systems Conversion and Training and Technical Support
1987-Present	MTC	>10,000 miles	Pavement Management Systems for 75+ Counties and Cities as well as various Technical Support with StreetSaver® Software
2011-2021	OCTA	N/A	Pavement Management Systems Training Workshops and Technical Support

Understanding of Scope of Work and Work Proposal

Project Understanding



NCE understands that the City of Wildomar (City) is seeking professional consulting services to assist in updating the StreetSaver® Pavement Management Program (PMP).

The City's pavement network comprises approximately 126 centerline miles of publicly maintained streets. The last condition surveys were performed in 2018. For the 2024 update, the City desires to perform pavement condition surveys on the entire network.

To accomplish the objectives above, the following scope of services are proposed.

Scope of Work

Task 1 – Kickoff Meeting and Project Management

NCE will first kick off the project with City staff via a virtual conference call; as a minimum, items to be discussed will include the following:

- Scope of work and project schedule
- Points of contact
- Updated GIS shapefiles
- New management sections to add to the database
- Scheduling and access requirements for fieldwork
- Public safety concerns, requirements, and procedures
- Quality Control activities
- Maintenance and rehabilitation (M&R) practices, and history
- Budget scenarios
- Other issues as appropriate

Prior to the kickoff meeting, NCE will prepare a detailed agenda which will be sent to City staff for review before the meeting.

Deliverables: Agenda and summary of meetings

Task 2 – Update Maintenance and Rehabilitation History

NCE will enter any maintenance and rehabilitation (M&R) treatments performed since the last PMP update. The City will need to provide historical records in the following format to NCE:

- Street Name, Street and Section IDs
- Beginning and ending limits of work
- Type of treatment
- Date of treatment
- Cost of treatment

Populating the database with recent historical data is extremely useful for determining future treatments and predicting performance of the various pavement sections. This includes overlays, reconstructions, and any surface seals. Therefore, we highly recommend collecting this information and entering it into the StreetSaver® database.

Deliverables: M&R History Report (Electronic)

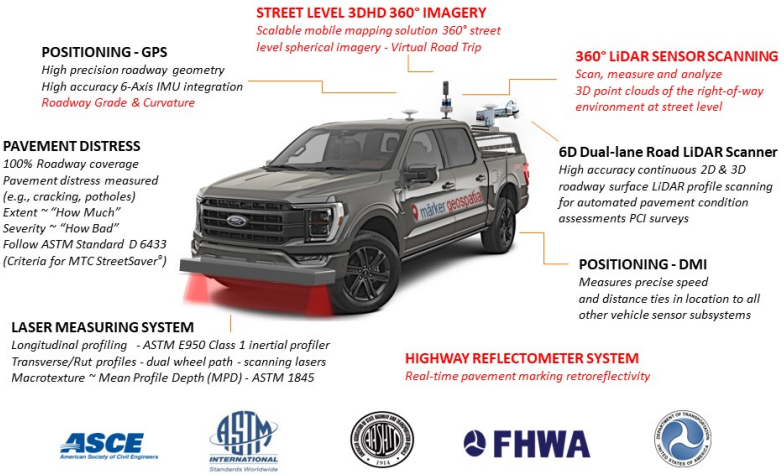
Task 3 – Condition Survey and PCI Calculations

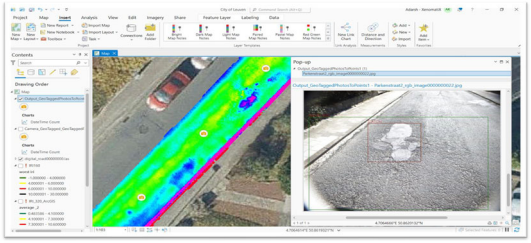
NCE will perform fully automated pavement condition surveys on approximately 587 centerline miles of the City maintained streets. The distress collection protocols will be in accordance with ASTM D6433-20 protocols. Our Roadway Collection Vehicle System which is **certified by both OCTA and MTC** uses a 6D Dual-lane Road LiDAR Scanner that automatically collect a wide variety of pavement defects and pavement surface damages using advanced laser scanning technology to capture high-resolution 3D roadway surface profiles and 2D digital pavement images. Our system conducts a comprehensive "curb-to-curb" pavement survey, providing ~100% full width sampling in contrast with other automated systems that use a downward image scanning device that only assesses distresses in the travel lanes.

NCE's pavement inspectors have undergone a rigorous certification test through both the Orange County Transportation Authority's (OCTA) and the Metropolitan Transportation Commission (MTC) "Inspector Certification/Testing" programs. These cover both ASTM D6433 and StreetSaver® distress protocols.
In addition, märker is also certified by the Metropolitan Transportation Commission (MTC) "Automated Rating Vendor Certification" program.

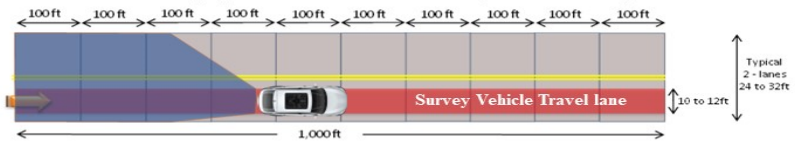
Our system is comprised of many sub-components in order to provide automated, real time, accurate and repeatable roadway condition results, such as inspection survey distances, longitudinal roughness "rideability", crack detection and measurement, 2D and 3D pavement profiles, wheel track rutting depths and transverse profiles, as well as incorporating our global positioning (GPS) system, roadway marking reflectivity, and innovative 3D 360° imagery and LiDAR mobile mapping solutions. Our pavement distress data collection process involves the use of high-resolution 3D digital imaging technology and integrated distress laser pavement roadway scanners, which allow us to correctly quantify the type, severity, extent, start and stop points of all ASTM D6433-20 pavement distresses.

The "fuel" for any pavement management engine is the surface condition data. Pavement distress provides that important set of data in determining the costs to maintain the pavement network. Automated procedures will be conducted with a 100% sampling rate with full width "curb-to-curb" pavement survey coverage to collect distress data.

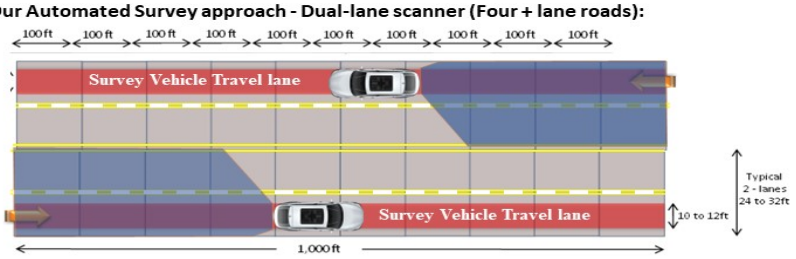




Our Automated Survey approach – Dual-lane scanner (Two lane roads):



Our Automated Survey approach - Dual-lane scanner (Four + lane roads):



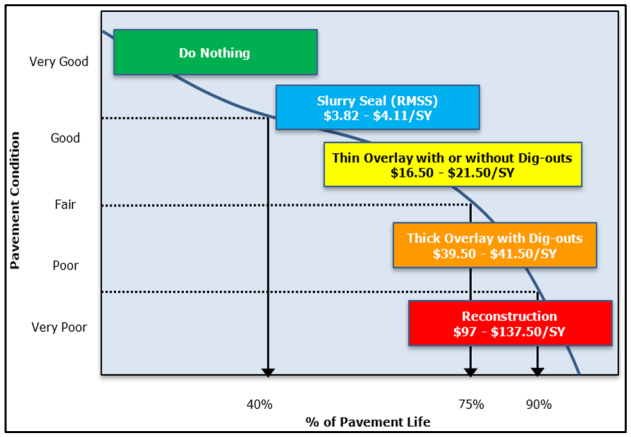
The data collection system will be operated by certified technicians, ensuring consistency and reliability in the collected data. Should City personnel wish to observe our field crews and testing vehicles during the inspection surveys, we will be more than happy to accommodate this. Individual City staff may also accompany NCE's field crew for up to ½ day to gain hands-on training at no additional cost to the City. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just observers. **Please note that this scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short-term maintenance that should be performed.**

As part of this task NCE team will work with the City staff to ensure all the streets are included within the City's StreetSaver database. As part of this task, City will need to provide NCE with the latest GIS shapefile that shows all the streets within City's jurisdiction. As part of this task, NCE will review each of the existing pavement management sections and update it to match the City's existing M&R practice. Additionally, the pavement management section will also be updated to account for geometry, construction history, and other factors. Also, as part of this task, NCE will update the pavement area for each pavement management section for the entire City's street network. This updated section area will be measured from pavement edge to edge and account for width changes, medians, cul-de-sac's, turn lanes, gutters, bus pads, and any other necessary adjustments. These accurate areas will benefit the City especially during budget analysis.

Deliverables: Review of entire StreetSaver database; Updated Pavement area; Updated StreetSaver® database with pavement distress data.

Task 4 – Decision Tree and Unit Prices

Development of the M&R strategies and reviewing the City's decision tree is a critical component of effective PMPs as it has a direct and significant impact on the budget scenarios and work plan. NCE, therefore, emphasizes the completion of this step as a separate task. NCE will also carry out an M&R analysis to determine at what PCI breakpoints the City perform different M&R treatment in the past and the performance of such treatment. This analysis will provide an insight into City's historical maintenance practices.



Typical Costs of Pavement Maintenance in 2023

To do this, NCE will review with the City staff, and revise as needed, the City's M&R strategies. This will include a discussion of condition-appropriate treatments including traditional options such as slurry seals and overlays, as well as more cost-effective or recyclable treatments such as multi-layer seals, rubberized asphalt overlays, cold-in-place recycling, or full-depth reclamation. Once revisions in M&R strategies, are confirmed, NCE will then estimate the unit costs of the selected treatments based on recent bid tabs from the City. The resulting updated Decision Tree with revised M&R strategies and treatment unit costs will then be entered into the City's StreetSaver® database.

Deliverables: Updated StreetSaver® database with revised decision tree; Updated unit cost for all M&R treatments

Task 5 – Determination of Annual Funding Expenditure/CIP Budget

As part of this task, NCE will work with the City to determine the upcoming CIP budget and possible different funding avenues the City can explore to get additional funding for its road rehab. In addition to the typical grants such as CDBG, ATP, NCE has assisted multiple agencies with determining the impact of trench cut on the pavement life and developed a fee structure that can be used by the City to charge utility companies and other if they carry our trench cut in the cities.

This study is similar to the impact of refuse vehicle study that NCE did for the City in 2022. As part of this task, NCE will also discuss with the City what inflation factor should be used in the analysis. Due to the high inflation observed throughout the economy and especially in construction, for our recent projects NCE has been using an inflation factor of 4.5% and reducing it gradually every year

Deliverables: Annual CIP budget for Budgetary Analysis

Tasks 6 & 8 – Budgetary Analysis

NCE will next perform a Budget Needs analysis using an analysis period of six-years. The Needs Analysis identifies street sections that need treatment and applies the M&R decision trees to each section. The costs are then summed up for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the road sections for repair under constrained budgets.

In simple terms, the Budget Needs analysis answers the questions:

"If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

Once the Budget Needs analysis is completed NCE will then perform different Budget Scenarios evaluation. The **Budget Scenarios** evaluation prioritizes road sections for repair under constrained, realistic, budgetary assumptions. **Five budget- or target-driven scenarios** will be performed after discussions with City staff. The budget analysis will focus on how different scenarios impact the PCI over time and how much (if any) additional funding is required to achieve the target PCI goals (determined by the City) for each scenario. Examples of typical scenarios include:

- Impact of existing funding levels on network PCI; Impact of drops and/or increases in existing funding on network PCI.
- Funding levels necessary to maintain current network PCI; Funding level necessary to improve current network PCI; Funding required to maintain a specific PCI (e.g. PCI = 70).

Based on discussion with the project team (NCE and City staff), a preferred scenario will be recommended. The results from the preferred scenario will be used to develop a budget options report which will include a seven-year rehabilitation program including treatments and when to apply treatments to streets. As part of this task, NCE will develop a candidate list of arterial streets with preferred recommendations that should be addressed each fiscal year. NCE will also produce a list of candidate segments section for collector, residential and alleys. The residential streets will be grouped together so they are in the same neighborhood

Multiple funding (we have accounted for 5) scenarios may be performed to answer "what-if" questions (the real "meat" of any PMS). NCE will perform up to five budget scenario runs based on the discussion with City staff. Typical scenarios include:

- Unconstrained Needs.
- Estimated future budget based on current budget and historical trends.
- Funding required to maintain existing PCI.
- PCI at Existing budget.
- Funding to improve the PCI to 75 and maintain it at that level.

As part of this task, NCE will work with the City to develop work zones that address the City's long-time objectives. NCE is working with multiple cities in Southern California to develop work zones that take into various factors such as geography, roadway condition, and others. NCE is currently assisting multiple agencies (Yorba Linda, Corona, Redondo Beach, and San Bernardino) develop zones from scratch or evaluating whether existing zones are appropriate based on the existing pavement condition and future CIP budgets.

Deliverables: Results from various budget scenarios; Work Zone Analysis

Task 7 – Two-Year Work Plan

As part of this task, NCE will develop a focused two-year M&R Work Plan; the PCI plays a role in treatment selection, but for design purposes, confirmation and refinement of proposed treatments must be performed as well as consideration of base repair quantities, aggregation or re-grouping of streets to maximize construction savings, separation/combination of surface seal or rehabilitation paving programs, and cost to comply with complete and green street policies. The multi-year plan will only be developed for the preferred scenarios selected by the City and will be developed for two fiscal years.

The criteria for various funding sources available to the City will be considered when selecting streets in the Work Plan. NCE will perform focused field reviews to identify the items listed below for streets selected by StreetSaver® for the preferred scenario. Before developing the work plan, NCE staff will meet the City staff in the field to determine their priorities and objectives in determining the rehabilitation treatment and repair criteria. Our scope includes one additional meeting to finalize the multi-year plan. The Work Plan elements include:

- Verify treatment type and project limits.
- Identify approximate base repair percentage or mark digouts in the field.
- Identify number of ADA ramp upgrades triggered by proposed treatments.
- Identify potential tripping hazards area caused by tree roots or surface materials build-up area near the pavement edge. Tripping hazards area locations (house address or distance to intersection) would be recorded in the field review.
- Identify alternative newer technologies (CIR, FDR, etc.) and/or alternative surface seal treatments on cul-de-sac areas.
- Identify excessive cracking problems and propose alternative treatments as appropriate.

NCE will generate enough candidate streets for grouping, consolidation, removing outliers, and determining other conflicts. Based on the criteria agreed upon with the City, pavement maintenance strategies, and field observations, the sections selected would be grouped together geographically to produce continuous sections for treatment to minimize inefficiencies with shorter and isolated street segments and reduce construction costs and traffic impacts.

If there is a budget surplus or a need to update the decision tree based on the multi-year focus plan, NCE will re-run the preferred scenario budget analysis to incorporate the findings from the site visits/multi-year focus plan.

Deliverables: Focus work plan in tabular and map formats; Pictures of each street showing typical distress; Updated budget analysis for the preferred scenario.

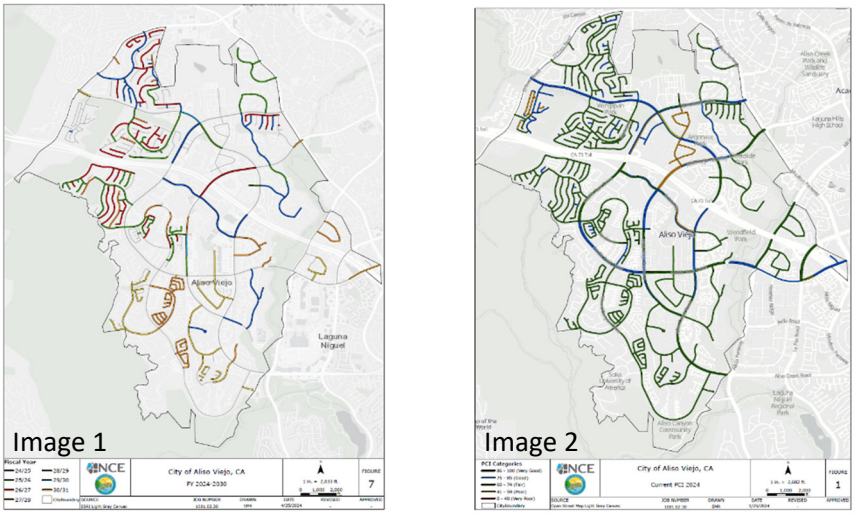


Figure 3. Focused Workplan – Image 1 – Default Output from PMP Software; Image 2-NCE Focused Workplan by Neighborhood

Task 9: Quality Assurance and Quality Control (QA/QC) Plan

Quality management practices for pavement management suggest that a one-time inspection of the final data is typically inadequate and involves a high risk of failure. We have recognized the importance of effectively implementing and ensuring quality control and assurance practices on pavement distress data. We use a proven approach that integrates quality management and control procedures throughout the entire data collection and delivery process. For this project, we have proposed the inclusion of a **QC Manager, Shahram Misaghi, PE**. He will be responsible for:

- Calibrating all data collection activities.
- Reviewing field activities, including spot checks on the field crews.
- Reviewing field procedures and making changes, as needed.
- Comparing the field data collected with on-site conditions.
- Reviewing all data entry functions, including random spot checks.
- Reviewing reports generated and analyses performed to ensure a quality product.

NCE will prepare a QC Plan that will include the following components:

- Description of condition survey procedures (distress types, severities). All procedures, changes or modifications should be well documented in the QCP so that future updates will be consistent.
- Accuracy required for data collection or acceptability criteria.
- Description of how data will be checked for accuracy, e.g., control sections setup and distress comparisons between walking and automated surveys. A sample spreadsheet of distress detail comparisons between walking and automated survey on control sections is listed below.
- In addition to the control sections, NCE will also carry out additional quality control which will include comparing the rate of deterioration since the last PMP to flag any sections that have deteriorated at a higher-than-expected rate (2-3 PCI points per year) or the conditions has drastically improved without any recent M&R. NCE will then review each of the section flagged to ensure that the updated PCI clearly reflects the current pavement condition.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	PCI - Distress	119210003 00412(	101000003 00243(	101050003 00242(	10180000 30049	13052000 30040	115800003 00406(	13163000 30028	1007000030 03060	119820001 01484(	100150003 00009(	100970003 00807(	12032000 30044	12214000 30028(	13713000 10150	12377000 10181	13280000 20010(	11604000 30015	11481000 30018(	14098000 30026	11302000 20000(	10132000 80001(
2	PCI	65>>29	64>>29	55>>39	72>>46	61>>46	64>>47	95>>52	79>>53	70>>54	61>>55	65>>58	84>>59	81>>65	89>>65	82>>69	85>>72	93>>74	92>>79	95>>81	83>>81	95>>89
3	Delta PCI	36	35	16	26	15	17	43	26	16	6	7	25	16	24	13	13	19	13	14	2	6
4	Low Alligator Cracking	1%>>0%	1%>>0%	6%>>0%	2%>>0%	1%>>0%	1%>>0%				1%>>3%	3%>>0%	3%>>0%	7%>>0%		3%>>0%						
5	Medium Alligator Cracking	2%>>4%	2%>>14%	20%>>23%	2%>>13%	2%>>8%	5%>>9%	0%>>7%	0%>>10%	0%>>2%	2%>>3%	0%>>1%	0%>>3%	0%>>3%	0%>>1%		0%>>1%	0%>>1%		0%>>1%		
6	High Alligator Cracking		0%>>20%	4%>>1%																		
7	Low Edge Cracking		0%>>1%		1%>>0%		0%>>3%	0%>>1%	0%>>2%	0%>>1%	0%>>1%		0%>>1%		0%>>1%			0%>>1%	0%>>1%	0%>>1%		
8	Medium Edge Cracking		0%>>5%				0%>>4%		0%>>1%													
9	High Edge Cracking		0%>>1%																			
10	Low Longitudinal/Transverse Cracking	2%>>0%	1%>>3%	1%>>3%		1%>>1%	0%>>1%	1%>>9%	1%>>4%	1%>>0%	0%>>5%		1%>>1%	3%>>7%	4%>>7%	2%>>1%	3%>>0%	1%>>6%	1%>>0%	1%>>3%	2%>>3%	2%>>3%
11	Medium Longitudinal/Transverse Cracking	3%>>10%	3%>>11%	3%>>7%	0%>>2%	3%>>6%	2%>>4%		4%>>4%	5%>>12%	0%>>3%		1%>>4%	0%>>1%	0%>>3%	1%>>8%	1%>>4%	0%>>1%	1%>>3%		2%>>1%	0%>>1%
12	High Longitudinal/Transverse Cracking	0%>>1%				0%>>1%	0%>>1%															
13	Low Block Cracking		12%>>0%		19%>>0%					15%>>0%	15%>>37%	15%>>67%										
14	Medium Block Cracking		30%>>92%		20%>>85%					35%>>100%	35%>>0%	35%>>33%										
15	Low Bumps & Sags																					
16	Low Patch/Utility Cut		5%>>23%	3%>>1%		3%>>4%	3%>>2%	0%>>7%					3%>>6%			3%>>3%	3%>>6%				3%>>1%	
17	Medium Patch/Utility Cut												0%>>4%								0%>>2%	
18	Low Rutting													0%>>1%								
19	Low Weathering	21%>>20%	23%>>0%	6%>>0%	6%>>30%	11%>>50%	15%>>50%	50%>>20%	11%>>80%	11%>>50%	11%>>20%	70%>>30%	70%>>20%	50%>>30%	70%>>40%	11%>>30%	11%>>37%	66%>>24%	6%>>20%	50%>>50%	15%>>30%	56%>>50%
20	Medium Weathering	59%>>30%	43%>>78%	17%>>100%	17%>>0%	30%>>0%	43%>>0%		32%>>20%	30%>>33%	30%>>0%					30%>>5%	30%>>0%		17%>>0%		43%>>0%	0%>>20%
21	High Weathering	0%>>50%	0%>>37%	42%>>0%		0%>>10%	0%>>20%		0%>>10%								0%>>5%					

Figure 4. Snapshot of Quality Control Spreadsheet

A draft QC Plan will be submitted to the City for approval, and no field work will commence until a final plan has been accepted.

Deliverables: Draft and final Quality control plan.

Task 10 – Pavement Management Report

Upon completion of the analyses, NCE will prepare a Draft Report for the City to review. Following the City's review of the Draft Plan, NCE will prepare a Final Report. The Final Report (see sample in Appendix C) will be a single comprehensive document with appendices that clearly and concisely contains all relevant findings, observations, and recommendations. The report and its exhibits will be presented legibly. The report charts and map exhibits will have distinguishable color gradations. At a minimum, the Final Report will contain the following components:

- Executive Summary outline complete report.
- Methodologies utilized for field surveys and budget analysis.
- Current overall pavement conditions (PCI).
- Condition distribution by functional road classification.
- Condition distribution by percent of roadway network.
- Condition comparison with other cities in region and state.
- Projected annual repair/rehabilitation road maintenance programs over a 7-year period.
- Analysis that allows City to measure impact of cost of deferred maintenance for various funding levels.
- Exhibit showing proposed annual work to be performed based upon available funding over a 7-year period.
- GIS map exhibit showing existing PCI rating and a 7-year work program.
- Quality Management Plan document.

Deliverables: Draft and Final Report; City Council Presentation

Task 11: GIS Data

As part of this task, NCE will provide all the PMP related files in GIS format. The GIS shapefile files will be compatible with ESRI. NCE will work with the City's GIS team to provide the data in a specific format so that it can be incorporated in the City's GIS database. NCE routinely provides similar data to our clients for the City's internal use or for the City to share the PMP results with its public. We recently provided similar data in GIS format for the City of Anaheim which will be shared with the public.

Deliverables: PMP Data in GIS shapefile compatible with ESRI

Task 12: Technical Support

As part of this task, NCE will also provide up to 40 hours technical support relating to the StreetSaver® software and PMP to the City Staff.

Deliverables: Technical Support (up to 40 hours) for the City staff.

Optional/Additive Tasks

Optional Task 1: Dirt/Unpaved Road Inventory

As part of this task, NCE has accounted for fixed labor hours (see cost proposal) to inventory as much as possible of the City's 46.36 miles dirt/unpaved road within the City's jurisdiction as identified by the City. Per the RFP, these segments are not yet formally integrated into the City's roadway right of way. In addition, NCE briefly reviewed several parcels containing unpaved roads using the Riverside County GIS Website, and noted publicly available parcel maps for some of these parcels denote an "Old Lot Line" indicative of planned roadway right of way that may not have been formally dedicated. NCE assumes the City has authorization to conduct inventory data collection and imagery capture along these roadway segments. NCE does not anticipate the need for preparation of encroachment permits with either the City or individual property owners, nor any notifications prior to commencing data collection beyond minor coordination with City.

During roadway inventory NCE will capture right of way imagery along the agreed upon segments. No topographic surveying or LiDAR data collection is included. The approximate GIS centerline will be based on publicly available aerial imagery or existing GIS centerline data provided by the City. Typical attributes may include street segment name, begin limit, end limit, functional classification, and surface type. NCE noted that some signed street names differ from those in the County's public parcel data. NCE will not conduct a records review to determine correct road names. We will assume that the correct street names are as signed in the field, or in the absence of existing street name signage the correct street name shall be provided by the City.

Based upon preliminary review of aerial imagery, consistent roadway widths cannot be reliably determined as the unpaved roadways often have meandering shoulders making width measurements challenging. NCE will assume the available right of way width for each inventoried segment is 60' in accordance with City Standard Plans 138A, 138B, 138C, and 138D. If required, NCE will need to further discuss the City's approach to measuring unpaved roadway widths. This data will be compiled and prepared in both an approximate GIS Centerline shapefile and Excel spreadsheet for review by the City.

Once the initial inventory has been compiled and approved by the City, NCE will begin a high-level budgetary analysis for each roadway segment to be improved per City Standard Plan 138A, 138B, 138C, or 138D. Based on our review of these Standard Plans, the primary differences reside in their surfacing types and shoulder treatments. We will discuss the City's implementation strategies on where the different surfacing types are preferred, and shoulder drainage improvements including roadside daylighting, v-ditches, or dikes may be required. Due to the nature of our data collection being limited to right of way imagery, any determination of shoulder improvements will be estimated on visual observations only. For example, a roadside ditch may be recommended where the roadway grade is visually below the adjacent parcel. As the roadside conditions for each road are variable, NCE will develop a cost estimation toolbox with the City suitable for high-level planning only. This may include approximate shoulder re-grading costs, but as shoulder widths vary and no topography data will be collected, all unit costs will be approximate. NCE will utilize City-provided bid tabulations as well as recent bid tabs from NCE's other clients for similar types of work in the development of the toolbox prices. The recommended City Standard Plan and approximate cost will be incorporated into the prior inventory as 2 additional attributes.

Finally, NCE will incorporate these streets into the City's StreetSaver database for future use. These streets will not impact the City's PCI as they will not be analyzed for condition assessment. Please note, the NCE team will inform the City when the budget noted in the cost proposal is close (90%) to exhaustion for this task.

Deliverables: GIS inventory of as much as possible of the 46.36 miles of dirt/unpaved road within a fixed budget noted in the cost proposal; budgetary cost analysis for standard-plan improvement, integration into the City's StreetSaver Database

Optional Task 2: Asset Inventory

As part of this task, NCE will perform an asset inventory for the entire City network. For cost-effective purposes, NCE will perform this task using Artificial Intelligence-Machine Learning (AI-ML) approach and perform a manual QC to obtain 85% reliability. The following assets can be inventoried by NCE:

- Sign Inventory (type and locations); sign condition; signpost type; sign size and height.
- Sidewalk inventory & width.
- Pavement Marking and Striping Inventory and condition; Line Striping Inventory and condition.
- Curb Ramps; No Curb on Corner Inventory;
- Driveway Apron Inventory.
- Curb and Gutter Inventory/Marking Inventory.
- Light post Inventory; Guardrail/Traffic Barrier Inventory; Utility Box Inventory.
- Tree and Tree Wells.

- Bike Lanes (in -Roadway).
- Multi-Use Trails (Roadway Separated).

Please note the condition assessment will be based on overall condition assessment (good, fair, and poor) and not in accordance with any federal or state standards. Additionally, all the assets noted above are assumed to be visible from public right-of-way while driving the City street network.

Deliverables: Shapefile with all the above noted asset inventory and images; and Memo Report.

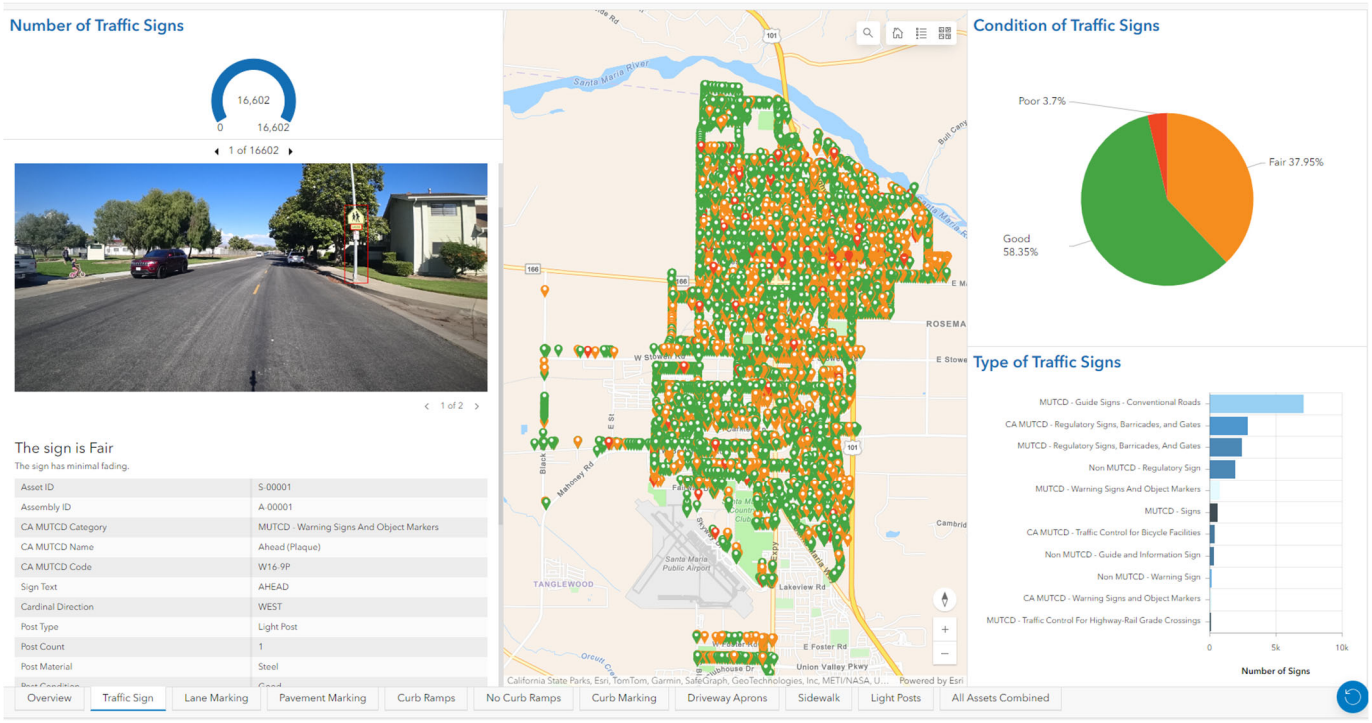


Figure 5. Typical Sign Inventory Data

Optional Task 3: Intersection Analysis

As part of this task, NCE will perform an intersection analysis for up to 209 intersections where public roads intersect private roads. To kick-off this task, NCE will utilize the results of the PMP project and refined GIS maps to validate the City's Public/Private Streets Crossings Figure attached in the RFP. NCE will present our findings to City staff and may adjust the location or quantity of intersections to be included in the study prior to commencing. NCE will meet with City staff to discuss minimum City design standards for these public/private intersections. With the City's assistance NCE will develop a design toolbox that identifies typical minimum requirements for roadway infrastructure at these private intersections including surfacing types and paving along private roads, minimum drainage improvements such as concrete curbs and dikes, minimum signage and striping, and generalized sight-distance based on speed limit or functional class. This toolbox will also identify possible infrastructure improvements or repairs agreed upon with the City to address the missing or inadequate infrastructure. The infrastructure improvements will be limited to basic repair or improvement types, suitable for high-level budgetary planning, and not suitable for final design and construction. Lump sum pricing for the improvements at each intersection will be based on City-provided bid tabulations for similar work and NCE's bid results working on similar projects with our other clients.

NCE will primarily utilize data collected in Optional Tasks 1 and 2 Asset Inventory as well as publicly available aerial ortho-imagery to identify and tag this information for each private intersection. This may include identifying outdated intersection striping and signage compared to the latest revision of the CA MUCD. In addition, NCE may note existing

roadside ditches, presence or absence of concrete curbs and dikes, visible ponding, or similar drainage facilities. A high-level sight distance analysis based on functional class and aerial imagery will be conducted for the private legs of the identified intersections.

Based on the size of the intersection analysis, NCE proposed to provide a 1-week or 2-week draft data summary presenting our preliminary findings, toolbox implementation, sample costs, and NCE staff-productivity estimate. The NCE staff-productivity estimate will help NCE, and the City identify potential pitfalls, or potential over-analysis or under-analysis for the City's budgetary planning needs. Once the City reviews and confirms the draft data summary and approach, NCE will complete the remaining intersection analysis. Once the intersection analysis is completed, NCE will summarize our toolbox findings in a draft memo including total count of repairs and overall costs to implement. The City will have an opportunity to review the draft memo, and NCE will finalize the intersection analysis memo based on the City's input.

As part of NCE's QC process, a QC-reviewer will be available to NCE staff during the intersection analysis to review less common intersection situations. In addition, the QC-reviewer will conduct up to a 5% random sampling of the collected data and review the improvement recommendations. If needed, NCE may utilize field staff to perform a basic field verification for up to 1 days to confirm intersection attributes. Finally, the QC-reviewer will review the draft and final intersection analysis memo.

The proposed intersection analysis will be suitable for budgetary planning to help scope and program a CIP improvement project and better estimate the total corridor rehabilitation or resurfacing cost of a given street segment presented in our PMP Analysis. However, the budgetary information may not be directly suitable for construction purposes.

For cost purposes, NCE has made some high-level assumptions to accomplish the above noted objectives. However, if selected NCE would need to meet with the City staff to better understand the purpose and the final deliverables the City would like, to refine our cost and effort for this task.

Assumptions:

1. No additional survey is assumed to be done as part of this task, outside of the asset inventory completed in optional Tasks 1 and 2.
2. City to provide guidelines on desired intersection analysis goals and objectives and assist NCE in developing the intersection improvement toolbox.
3. NCE staff will perform an office-review and analysis of the agreed upon intersections and spend up to **2.25 hours** per intersection plus toolbox development, required meetings, and memo preparation.
4. At least 10% or 21 intersections do not have conflicts or issues requiring evaluation, reducing the total number of reviewed intersections to **188 intersections**.

Deliverables: Intersection GIS point file with relevant budgetary improvement planning information; 2-week check-in draft, 1 draft and 1 final intersection analysis memo.

Cost Proposal

Task Description	Labor Hours												Task Labor	Sub-Consultant	Software	Reimbursable Expenses	Task Totals
	Project Manager	QC/QA	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Staff Engineer II	Staff Engineer I	PMP Analyst	Senior Technician	Technician	Technical Admin					
Rate	$230	$260	$200	$190	$185	$170	$155	$140	$135	$120	$95	$100					
Task 1. Project Management & Co-ordination	7	1		2				2	4			6	$ 3,670	$ -	$ -	$ 330	$ 4,000
Task 2. Update M&R History	1			2					16				$ 2,770	$ -	$ -	$ 230	$ 3,000
Task 3. Condition Surveys & PCI Calculations	2	2		16					40	8	48	1	$ 15,040	$ 25,013	$ -	$ 3,447	$ 43,500
Task 4. Decision Tree & Unit Prices	1	4		4				13	8				$ 4,930	$ -	$ -	$ -	$ 4,930
Task 5. Determination of Annual Funding Epxenditure/CIP Budget	2	0		0				4					$ 1,020	$ -	$ -	$ -	$ 1,020
Task 6. Budgetary Analysis	1	2		24				56	12				$ 14,770	$ -	$ -	$ 170	$ 14,940
Task 7. 2-Year Focus Work Plan	1	4				32		10	6				$ 8,920	$ -	$ -	$ 780	$ 9,700
Task 8. Additional/Intermediate Budget Scenarios	1	0		3				15					$ 2,900	$ -	$ -	$ -	$ 2,900
Task 9. Quality Control Plan	1	0		4					26	32		1	$ 8,440	$ -	$ -	$ 1,060	$ 9,500
Task 10. Pavement Management Report	1	2		8				24				7	$ 6,330	$ -	$ -	$ 470	$ 6,800
Task 11. GIS Data	1			2					16				$ 2,770	$ -	$ -	$ 130	$ 2,900
Task 12. Technical Support	6			12				10	8				$ 6,140	$ -	$ -	$ 260	$ 6,400
Totals without OPTIONAL TASKS	**25**	**15**	**0**	**77**	**0**	**32**	**0**	**134**	**136**	**40**	**48**	**15**	**$ 77,700**	**$ 25,013**	**$ -**	**$ 6,877**	**$ 109,590**
OPTIONAL TASKS																	
Optional Task 1. Dirt Road Inventory & Cost Estimate	1	10	16	24			56			16		2	$ 21,390	$ 2,875	$ -	$ 735	$ 25,000
Optional Task 2A. Asset Inventory Data Set-up	1			2						12		1	$ 2,150	$ -	$ -	$ 1,370	$ 3,520
Optional Task 2B. Sign Inventory	1			4					30	80		1	$ 14,740	$ 9,522			$ 24,262
Optional Task 2C. Sidewalk Inventory & Width	1			2					12	30			$ 5,830	$ 4,295			$ 10,125
Optional Task 2D. Curb Ramp	1			4					12	36		1	$ 7,030	$ 2,924			$ 9,954
Optional Task 2E. Curb & Gutter - Inventory & Marking				1					15	40			$ 7,015	$ 1,656			$ 8,671
Optional Task 2F. Pavement Marking & Striping	1			2					5	30		1	$ 4,985	$ 9,781			$ 14,766
Optional Task 2G. Guardrail and Traffic Barrier				1					5	18			$ 3,025	$ 1,656			$ 4,681
Optional Task 2H. Multi-Use Trail Inventory & Width	1			3					7	24		1	$ 4,725	$ 4,295		$ 1,340	$ 10,360
Optional Task 2I. Bike Lanes				1					4	24			$ 3,610	$ 1,294			$ 4,904
Optional Task 2J. Driveway Apron				1					5	24			$ 3,745	$ 2,950			$ 6,695
Optional Task 2K. Light Post				1					3	24			$ 3,475	$ 1,863			$ 5,338
Optional Task 2L. Tree and Tree Well				1					5	24		1	$ 3,845	$ 3,209			$ 7,054
Optional Task 3. Intersection Analysis	8	43		78	540					16		16	$ 131,260	$ 2,300	$ -	$ 6,240	$ 139,800
Totals with OPTIONAL TASK #1	**26**	**25**	**16**	**101**	**0**	**32**	**56**	**134**	**136**	**56**	**48**	**17**	**$ 99,090**	**$ 27,888**	**$ -**	**$ 7,612**	**$ 134,590**
Totals with OPTIONAL TASKS # 1 & 2	**32**	**25**	**16**	**124**	**0**	**32**	**56**	**134**	**239**	**422**	**48**	**23**	**$ 163,265**	**$ 71,332**	**$ -**	**$ 10,322**	**$ 244,919**
Totals with OPTIONAL TASKS #1-3	**40**	**68**	**16**	**202**	**540**	**32**	**56**	**134**	**239**	**438**	**48**	**39**	**$ 294,525**	**$ 73,632**	**$ -**	**$ 16,562**	**$ 384,719**

Assumptions:

The above cost proposal is based on 126 centerline miles of streets.

Task 1 Does Not Include StreetSaver License.

Task 2 includes updating M&R history for since last PMP updated or the past 5 years.
Task 3 includes reviewing the existing StreetSaver database; updating pavement area to reflect true pavement area; Updating pavement management sections to reflect City's current maintenance practices.

Task 3 includes data collection for 126 centerline miles of Streets within City's jurisdiction

Task 6 includes 3 budget scenarios, feasibility of zone development, and developing zones
Task 7 includes developing focus 2-year workplan. Also includes field meeting to go over the criteria for selecting treatment.

Task 8 includes 2 budget scenarios hours.
Task 9 assumes 5% QC. Task 3 includes calibration sections & control sections; Task 9 assumes desktop review of 50% of the network including all anomaly sections.

Task 10 includes two draft and one final report.

Task 10 includes in-person Council presentation at no extra cost to the City
Task 12 includes 36 hours of technical (StreetSaver and PMP) support.

Optional Task 1 includes fixed hours to inventory dirt/unpaved road within City's jurisdiction; NCE will inform City know when the budget is exhausted for this task; No topographic surveying or LiDAR data collection is included as part of this task.
Optional Task 2 includes asset inventory for 126 centermiles of streets. Does not include 46.36 miles of unpaved streets.
Optional Task 2 includes - Generalized (good, fair, or poor) condition assessment for Signs, parking marking & striping, line striping, curb & Gutter; Inventory for Signs, Sidewalk, Curb Ramp, Curb & Gutter, Pavement Striping, Driveway, Light post, utility box, & Guardrail/Traffic Barrier
Optional Task 3 includes - Intersection analysis for up to 188 intersections where private roads intersect with public roads; Does not Include any topographic survey.

SCHEDULE OF CHARGES 2024-25

PROFESSIONAL SERVICES	
	Principal $260/hour
	Associate $230/hour
	Senior II $200/hour
	Senior I $190/hour
	Project II $185/hour
	Project I $170/hour
	Staff II $155/hour
	Staff I $140/hour
TECHNICAL SERVICES	
	Senior Construction Manager* $130/hour
	Senior Designer $135/hour
	Senior Technician/Construction Inspector* $120/hour
	CAD Technician/PMP & GIS Analyst $135/hour
	Senior Field Scientist $115/hour
	Field Scientist $95/hour
	Project Administrator $100/hour
	Field/Engineering Technician $95/hour
	Technical Word Processing $100/hour
	Clerical $100/hour
	Litigation Support (expert testimony) ..... 300% of above rates
CONTRACT LABOR	
	From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.
TRAVEL	
	Meals will be covered through a flat per diem rate of $60/day/per person. Airfare, Lodging, and other travel costs will be charged at cost + 15%.
EQUIPMENT	
	Plotter Usage ..... (separate fee schedule)
	Truck $100/day
	Automobile (including travel) ..... IRS Standard Mileage Rate+15%
	Falling Weight Deflectometer Testing $4,500/Day
	Coring $5,500/Day
	Environmental Equipment ..... (separate fee schedule)
OUTSIDE SERVICES	
	Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ..... cost+10%
REPRODUCTION	
	In-house costs for postage, printing and copying ..... project labor charges x 5%
TERMS	
	Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice

This Schedule of Charges is valid from 7/1/2024 to 6/30/2025.

Appendix A

Addenda Acknowledgement

ADDENDUM No. 1

for

Pavement Management Program Update (CIP 050-1)

5/29/2024

The following amendments are made to the Request for Proposal for the Pavement Management Program Update (CIP 050-1).

ITEM 1 – Revision to RFP:

The following revisions have been made to *Section I. Introduction, Part C. Questions and Addenda:*

C. Questions and Addenda

"...Changes to the RFP shall only be made by the City via formal written addenda. ~~Addenda will be emailed to each prospective bidder that requested a ShareFile link.~~ All addenda shall become a part of the RFP document requiring acknowledgment by the Consultant. It is the sole responsibility of the Consultant to ensure that they have received the entire Request for Proposals, including any and all addenda, by reviewing all addenda published in PlanetBids ~~emailing the RFP Administrator for a request for all Addenda~~ prior to the proposal due date. Any issued addenda shall be acknowledged by the Consultant and the acknowledgments shall be submitted with the Consultant's proposal. Proposals without an acknowledgement for issued addenda shall be deemed non-responsive and shall be disqualified from further evaluation.

ITEM 2 – Consultant Questions:

Submitted by Email/Phone/Planetbids

Question 1:

Could you provide an estimated mileage for the unpaved roadways within the city along with the number of intersections that would be subject to analysis?

Response:

Unpaved/Private: 46.36 Miles (Source - GIS, 2023).

951 intersections citywide and of those, 209 are where private and public streets intersect.

No other questions were submitted by the 5:00 pm deadline on Tuesday, May 28, 2024.

Approved By: Cameron K. Luna DATE: May 29, 2024

Cameron Luna, Project Manager

Acknowledged By: Vivek DATE: June 4, 2024

Proposer's Signature

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

Addendum No 1

Final Audit Report 2024-05-29

Created:	2024-05-29
By:	Terri Abercrombie (tabercrombie@cityofwildomar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfTWtdSoK_FfgTS9bSGltw8DsTAxXPEYa

"Addendum No 1" History

Document created by Terri Abercrombie (tabercrombie@cityofwildomar.org)
2024-05-29 - 7:34:47 PM GMT

Document emailed to Cameron Luna (cluna@cityofwildomar.org) for signature
2024-05-29 - 7:35:09 PM GMT

Email viewed by Cameron Luna (cluna@cityofwildomar.org)
2024-05-29 - 8:14:28 PM GMT

Document e-signed by Cameron Luna (cluna@cityofwildomar.org)
Signature Date: 2024-05-29 - 8:14:48 PM GMT - Time Source: server

Agreement completed.
2024-05-29 - 8:14:48 PM GMT

Adobe Acrobat Sign

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RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE FOR A PORTION OF RICHARD STREET

WHEREAS, Richard Street is a roadway shared between the County of Riverside and the City of Wildomar, with one half of the road in each agency's jurisdiction; and

WHEREAS, The County of Riverside intends to construct road improvements on Richard Street on behalf of the City of Wildomar; and

WHEREAS, It is required that the construction area be within dedicated City street right of way for construction and future maintenance purposes; and

WHEREAS, a portion of Richard Street, hereinafter described as PARCEL 1, was offered for dedication for road and public utility purposes per Parcel Map 8388, Book 48, Page 62 of Parcel Maps, Records of Riverside County, California, which offer of dedication has been accepted for said purposes as described in County of Riverside Resolution No. 84-304, Recorded August 15, 1984 as instrument No. 178474, Official Records of Said County; and

WHEREAS, a portion of Richard Street, hereinafter described as PARCEL 2, was offered for dedication for road and public utility purposes as described in the irrevocable declaration of dedication hereinafter referred to, which offer of dedication has not been previously accepted for public use by the County or the City; and

WHEREAS, Government Code Section 66477.2 allows the City of Wildomar to accept the offers of dedication at later dates

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on November 13, 2024, the following:

1) That PARCEL 1 is hereby accepted into the City Maintained Road System pursuant to Division 2, Chapter 2, Section 941 of the Streets and Highways Code, subject to improvements in accordance with City Standards.

2) Authorize the City Manager to execute and record a Certificate of Acceptance for PARCEL 2 being a street dedication for public use.

3) That this acceptance is also for the purpose of accepting said road into the City Maintained Road System pursuant to Division 2, Chapter 2, Section

941 of the Streets and Highways Code, subject to improvements in accordance with City Standards.

4) That the acceptance of said roads is categorically exempt from CEQA pursuant to Section 15060 (c)(2) and Section 15061 (c)(3) of the State CEQA Guidelines.

5) That the City Clerk is directed to file with the Office of the County Clerk the Notice of Exemption within five (5) working days of the City Council hearing date.

Said road is in the City of Wildomar, County of Riverside, State of California, and is described as follows:

Richard Street (PARCEL 1) (See attached Exhibit "A")

That portion of Richard Street, (60.00 feet wide) dedicated to public use for street and public utility purposes per Parcel Map 8388, Book 48, Page 62 of Parcel Maps, Official Records of Riverside County, California, lying southeasterly of the centerline of said street, said centerline also being the boundary line between the County of Riverside and the City of Wildomar.

Richard Street (PARCEL 2) (See attached Exhibit "A")

That portion of Richard Street, (60.00 feet wide) dedicated to public use for street and public utility purposes per Declaration of Dedication recorded March 11, 1964, Book 3634, Page 384, Official Records of Riverside County, California, lying southeasterly of the centerline of said street, said centerline also being the boundary line between the County of Riverside and the City of Wildomar.

PASSED, APPROVED, AND ADOPTED this 13th day of November, 2024.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk

EXHIBIT “A”
RICHARD STREET
LEGAL DESCRIPTION

THAT PORTION OF RICHARD STREET, AS SHOWN ON PARCEL MAP 8388 ON FILE IN BOOK 48, PAGE 62 OF PARCEL MAPS, TOGETHER WITH THAT PORTION DESCRIBED IN DECLARATION OF DEDICATION RECORDED MARCH 11, 1964, IN BOOK 3634 AT PAGE 384, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1

ALL OF LOTS “B” AND “C” AND “D” OF SAID PARCEL MAP 8388.

CONTAINING 0.38 ACRES, MORE OR LESS.

PARCEL 2

THE SOUTHEASTERLY 30.00 FEET OF THAT CERTAIN 60.00-FOOT-WIDE PARCEL OF LAND DESCRIBED IN SAID DECLARATION OF DEDICATION.

CONTAINING 0.36 ACRES, MORE OR LESS.

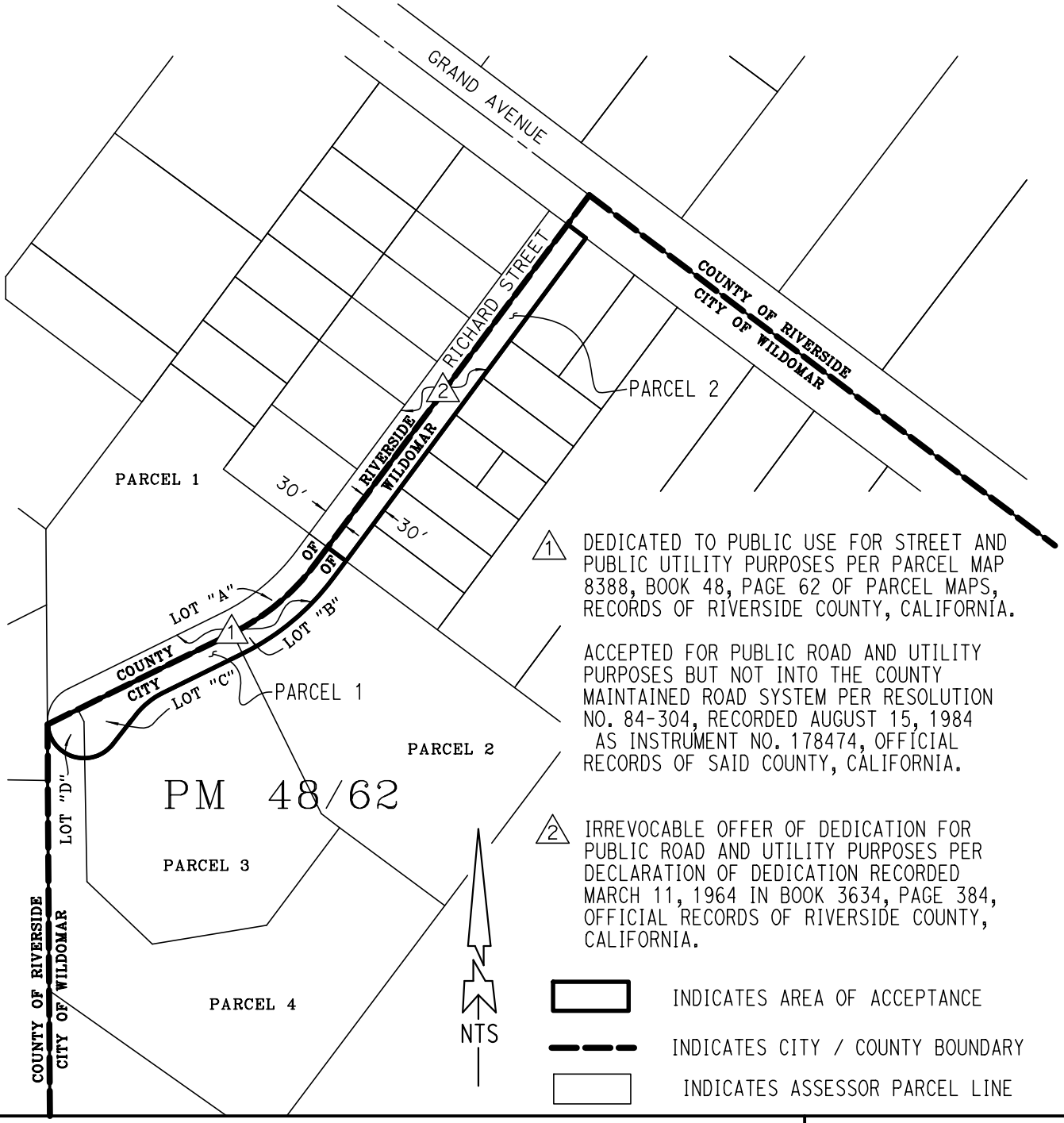
SEE EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

9/6/2024
DATED:

EXHIBIT "B"

ACCEPTING PORTIONS OF RICHARD STREET
LYING WITHIN RANCHO LA LAGUNA (STEARNS),



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ACCEPTED FOR PUBLIC ROAD AND UTILITY PURPOSES BUT NOT INTO THE COUNTY MAINTAINED ROAD SYSTEM PER RESOLUTION NO. 84-304, RECORDED AUGUST 15, 1984 AS INSTRUMENT NO. 178474, OFFICIAL RECORDS OF SAID COUNTY, CALIFORNIA.

2 IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROAD AND UTILITY PURPOSES PER DECLARATION OF DEDICATION RECORDED MARCH 11, 1964 IN BOOK 3634, PAGE 384, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

INDICATES AREA OF ACCEPTANCE

INDICATES CITY / COUNTY BOUNDARY

INDICATES ASSESSOR PARCEL LINE

ALL DATA SHOWN HEREON, PER THE ASSOCIATED REFERENCE

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: N/A	PROJECT: ACCEPTING A PORTION OF RICHARD STREET
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: R. HOLM	
DATE: 9/6/2024	
SHEET 1 OF 1	APPROVED BY: Ryan L. Holm DATE: 9/6/2024

PROFESSIONAL LAND SURVEYOR
RYAN LEONARD HOLM
No. 9472
Exp. 9-30-24
STATE OF CALIFORNIA

RICHARD ST

ITEM #	RECORDING DATE	MAP BK/PG or DOC#	DETAILS	MAP BK/PG or DOC#	CURRENT STATUS	ITEM #
1	3/11/1964	OR3634_384	60' FULL WIDTH	CB3-39A	DEDICATED & NOT ACCEPTED	1
2	7/25/1984	1984-178474	60' FULL WIDTH	RES NO. 84-304	DEDICATED & ACCEPTED NOT MAINTAINED	2

Recorded at request of, and return to:
City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, California 92595

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

Tract: Declaration of Dedication, Book 3634, Page 384
Exhibit "A" and Exhibit "B" attached

CERTIFICATE OF ACCEPTANCE

A portion of Richard Street, dedicated to public use for street and public utility purposes per Declaration of Dedication recorded March 11, 1964 in Book 3634, Page 384, Official Records of Riverside County, California, lying southeasterly of the centerline of said street, is hereby accepted by the CITY OF WILDOMAR, as ordered by the City Council of the City of Wildomar on October 9, 2024.

CITY OF WILDOMAR, a municipal corporation:

Date _____ By: _____
Daniel A. York, City Manager

On _____, before me, Janet Morales, City Clerk, personally appeared Daniel A. York, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

_____
Janet Morales, City Clerk, City of Wildomar

EXHIBIT “A”
RICHARD STREET
LEGAL DESCRIPTION

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PARCEL 1

ALL OF LOTS “B” AND “C” AND “D” OF SAID PARCEL MAP 8388.

CONTAINING 0.38 ACRES, MORE OR LESS.

PARCEL 2

THE SOUTHEASTERLY 30.00 FEET OF THAT CERTAIN 60.00-FOOT-WIDE PARCEL OF LAND DESCRIBED IN SAID DECLARATION OF DEDICATION.

CONTAINING 0.36 ACRES, MORE OR LESS.

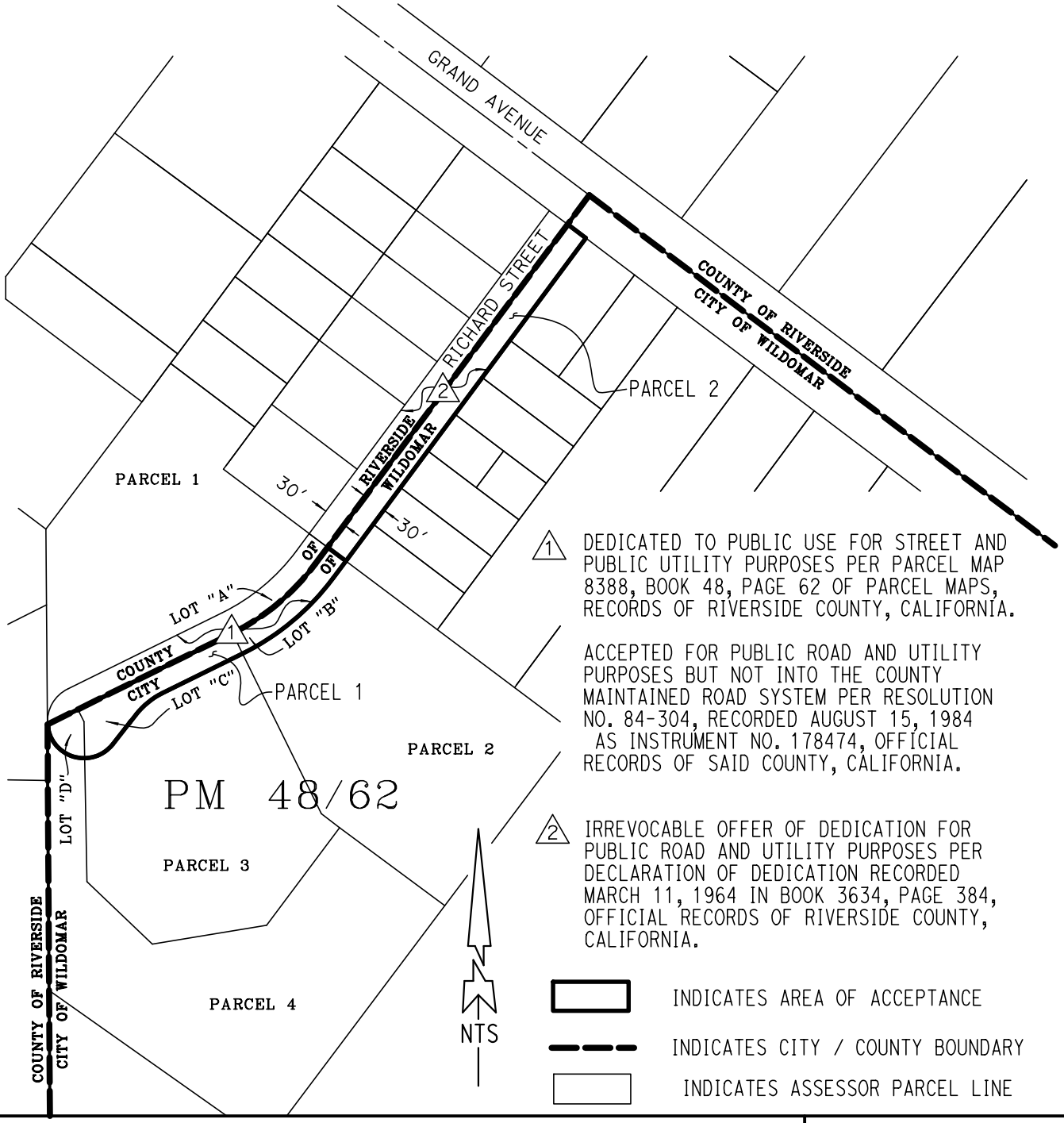
SEE EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

9/6/2024
DATED:

EXHIBIT "B"

ACCEPTING PORTIONS OF RICHARD STREET
LYING WITHIN RANCHO LA LAGUNA (STEARNS),



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INDICATES AREA OF ACCEPTANCE

INDICATES CITY / COUNTY BOUNDARY

INDICATES ASSESSOR PARCEL LINE

ALL DATA SHOWN HEREON, PER THE ASSOCIATED REFERENCE

PCL No.: N/A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: N/A	PROJECT: ACCEPTING A PORTION OF RICHARD STREET
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: R. HOLM	
DATE: 9/6/2024	
SHEET 1 OF 1	APPROVED BY: Ryan L. Holm DATE: 9/6/2024

PROFESSIONAL LAND SURVEYOR
RYAN LEONARD HOLM
No. 9472
Exp. 9-30-24
STATE OF CALIFORNIA

CITY OF WILDOMAR
NOTICE OF EXEMPTION

TO BE SENT TO:

☑ County of Riverside County Clerk
2724 Gateway Dr.
Riverside, CA 92507

☐ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

LEAD AGENCY CONTACT:

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
951-677-7751, Ext. 213
Contact Person: Matthew Bassi, Planning Director

PROJECT CASE NO:	D30085D, 2005 (Riverside County Transportation Department)
PROJECT APPLICANT/SPONSOR:	Jason Farag, Public Works Director
PROJECT LOCATION:	Richard Street, See Exhibits "A" and "B"
APN(s):	Public Right of Way
PROJECT DESCRIPTION:	Accepting a Portion of Richard Street into the City Maintained Road System, subject to improvements in accordance with City standards, and a Portion of Richard Street for public use and into the City Maintained Road System, subject to improvements in accordance with City Standards.

This is to advise that the City Council of the City of Wildomar as Lead Agency approved the above-described project for accepting a Portion of Richard Street into the City Maintained Road System, subject to improvements in accordance with City standards, and a Portion of Richard Street for public use and into the City Maintained Road System, subject to improvements in accordance with City Standards on October 9, 2024, and determined the project to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPTION STATUS:

- Ministerial *(Sec. 21080(b)(1); Sec. 15268)*
- Declared Emergency *(Sec. 21080(b)(3); Sec. 15269(a))*
- Statutory Exemption
- ✓ **General Rule / Categorical Exemption** — **Section 15061(b)(3) General Rule "Common Sense" Exemption. Not a "project" as defined under State CEQA Guidelines, Section 15060(c).**
- Other: *(Sec. .*

REASONS TO SUPPORT EXEMPTION FINDINGS: The acceptance of a street has been determined to not be a "project" as defined under State CEQA Guidelines section 15060(c). However, even if it was determined to be a project under CEQA for analysis purposes, the project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The acceptance of the existing roadway will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The acceptance of this street will not have an effect on the environment; thus, the City has deemed this does not meet the definition of a "project" under CEQA and no environmental impacts are anticipated to occur.

- Section 15061(b)(3) - General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The acceptance of a street will not require any construction activities, change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts. Therefore, in no way would accepting a street have the potential to cause a significant environmental impact and the vacation is exempt from further CEQA analysis.

- Section 15060(c) - for purposes of analysis under CEQA, accepting a street is not a "project" under CEQA pursuant to Section 15060(c). An action by a public agency is only a "project" subject to CEQA if the action might result in a physical change in the environment. Based upon a review of the whole action undertaken, supported, or authorized by the City, in no way will accepting a street increase the use of the site, result in increased development or construction impacts, or lead to any direct, indirect, or cumulative physical environmental impacts.

Based upon the identified exemptions above, the City of Wildomar hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

LEAD AGENCY CONTACT: Mathew C. Bassi **PHONE NUMBER:** (951) 677-7751, Ext. 213

_____ _____

Matthew C. Bassi,
Community Development Director

Date

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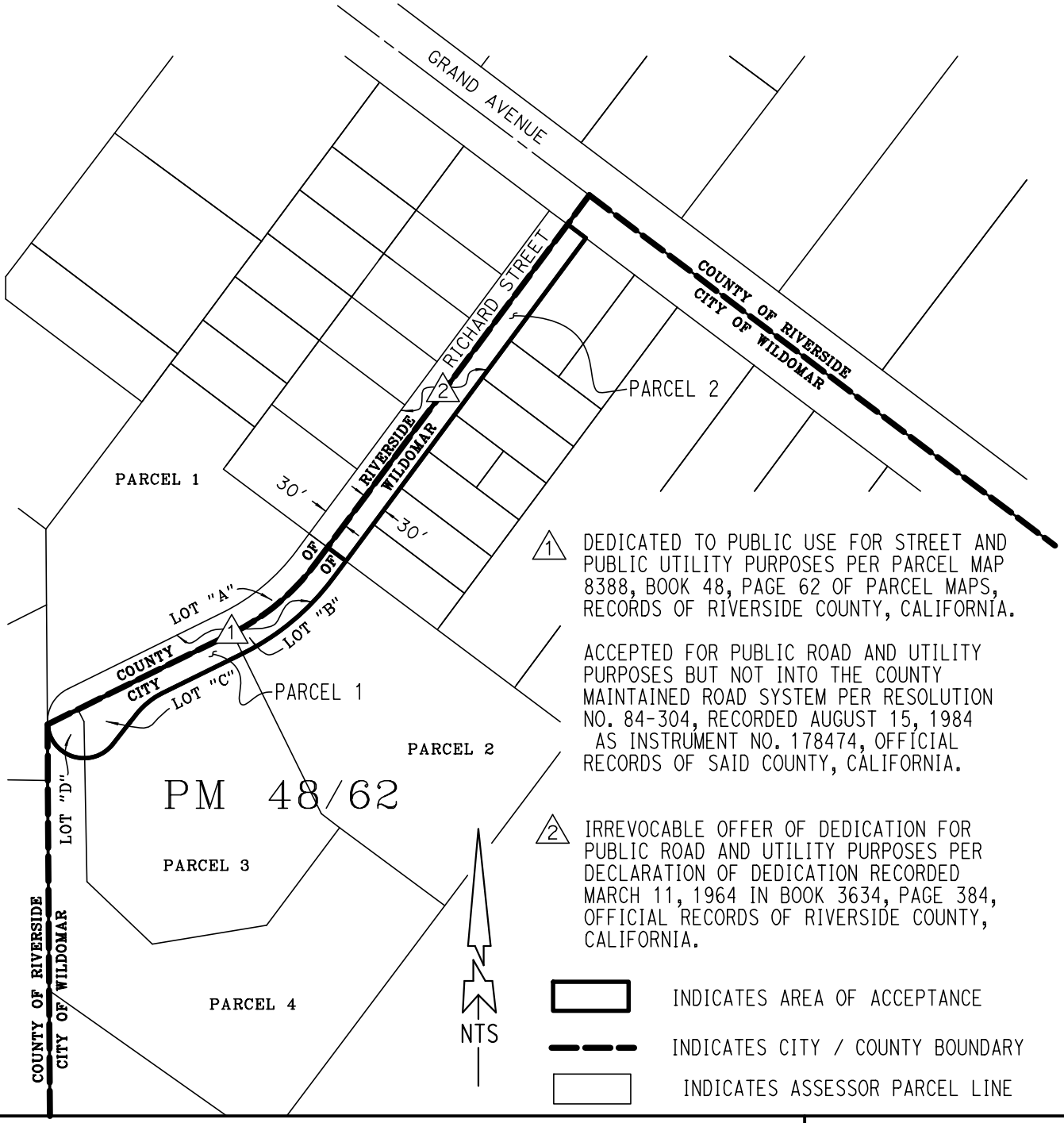
PREPARED BY ME OR UNDER MY SUPERVISION:

9/6/2024
DATED:

EXHIBIT "B"

ACCEPTING PORTIONS OF RICHARD STREET
LYING WITHIN RANCHO LA LAGUNA (STEARNS),



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PREPARED BY: R. HOLM	
DATE: 9/6/2024	
SHEET 1 OF 1	APPROVED BY: Ryan L. Holm DATE: 9/6/2024

PROFESSIONAL LAND SURVEYOR
RYAN LEONARD HOLM
No. 9472
Exp. 9-30-24
STATE OF CALIFORNIA

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: November 13, 2024

SUBJECT: Event Partnership (MOU) Memorandum of Understanding with Holt Ministries for the Elsinore Community Annual Turkey Giveaway

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
1. Authorize the City Manager to sign the MOU with Holt Ministries dependent that the foundation fulfills all requirements; and

2. Waive fees associated to the application and processing of the Temporary Event Permit dependent that the foundation fulfills all requirements.

SUMMARY:
A temporary event permit application has been submitted to the city from Holt Ministries to provide families within the community with a frozen turkey and additional food items in preparation for the Thanksgiving Holiday. Holt Ministries has requested for the City's Partnership in presenting the annual turkey giveaway held at the Elks Lodge located in Wildomar.

BACKGROUND:
Holt Ministries, a non-profit foundation, has been providing the Turkey Giveaway to the Elsinore Valley for several years with the event being held most recently at the Elks Lodge due to its growth. The Elks Lodge has been a centralized location to be provide these food items to both Wildomar and Lake Elsinore residents.

Temporary Events are permitted in accordance to WMC Chapter 17.256 with a applicable fee as stated in WMC 3.44. Partnerships for such events have been have been approved through the Community Event Partnership Policy. The policy states eligibility, criteria, and application process for potential partners. All eligible entities must complete a Temporary Event Packet 60 day prior to event and also provide a post event report to the City within 30 days following the Event.

In November 2023, the City had partnered with Holt Ministries in hosting this event within the City by providing traffic control safety measures under the Community Event Partnership. The City provide CMS boards and delineators within the designated route for turkey recipients.

DISCUSSION:
The event will facilitate 1,000 families with the Elsinore and Wildomar communities. The event is scheduled for November 23, 2024 from 10am - 2pm. This will be a drive through event where participants will be directed to start at the back parking lot of St. Frances of Rome from Majonnier Way. From there participants will be directed to drive west on Waite Street and

enter the Elks Lodge parking lot. The Elks parking lot will host 14 vehicles where the families will receive their turkey and additional food items. To exit the site, participants will be directed to turn right (north) on Mission Trail.

The community services department is presenting to the city council the suggested actions: (1) authorize the city manager to sign an
MOU with the foundation, (2) waive the fees associated with the temporary event permit application processing. If approved, city staff will finalize all the permit process and begin coordination on the traffic control measures.

FISCAL IMPACT:
Temporary Event Permit application and processing fee of $661.00 fee waiver.

ACCOUNT CODE:
100-410-4610

ATTACHMENTS:
TEP 24-11 Annual Turkey Giveaway Application.pdf
Office of the Attorney General - Registry Status.pdf
MOU_Holt_Ministries.docx.pdf

CITY OF WILDOMAR
TEMPORARY EVENT APPLICATION & PERMIT PACKET

Conducting a Temporary Event in the City of Wildomar

- Would you like to host a Temporary Event in the City of Wildomar? A successful event depends on good planning. This Temporary Event Packet provides instructions to guide and assist you in the preparation and processing of your Temporary Event Permit.
- The type of event and the kinds of activities you are planning determines which city departments you may need to contact.
- Remember, you may also need other permits from other agencies such as the Riverside County Health Department, Alcohol Beverage Control, or Fire Department.
- Please read the entire Information packet and instructions before you begin completing the application.
- Temporary events are permitted in accordance with the use and operational regulations outlined in Chapter 17.256 of the Wildomar Municipal Code (WMC). An application review and processing fee is required with the application packet in accordance with Chapter 3.44 of the WMC. The following fees were adopted by the City Council on February 13, 2019:
  - Wildomar Resident (private property or city park): $100
  - Non-Profit Organization with Wildomar Address (private property or city park):: $150
  - Wildomar Commercial Business(private property or city park): $200
  - Applicant's from Outside City Limits (private property): $661
  - Applicant's from Outside City Limits (city park): $725
- Temporary events are limited to SIX (6) times per calendar year. Recurring events exceeding this amount requires approval of a conditional use permit by the Planning Commission.
- If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.
- Your application package must include a signature or signed letter from the underlying property owner authorizing the temporary event on the property in question. If the event is held within a multi-tenant commercial center, the application package must also include a signed letter from each business owner that may be affected by the event.
- This application form and all pertinent documents must be submitted in person to the Planning Department at least 60 days prior to the event at:

  23873 Clinton Keith Road, Suite #201
  Monday-Thursday, 8:00 am – 5:00 pm
  Attention: Abdu Lachgar, Associate Planner
- Applications can take up to 60 days to review and process through all city departments and outside agencies for approval so a timely submittal is important.
- Most common questions will be answered as you read through the information. After reading the information packet, if you still have questions, you may call the Planning Department at (951) 677-7751.
- Please print the Temporary Event Permit Packet in its entirety and complete all sections.

City of Wildomar
Temporary Event Application & Permit

1. PERMIT NUMBER

Permit Number:_____ Date of Application: 09/25/2024

2. DESCRIPTION

Name of Event: ELSINORE COMMUNITY ANNUAL TURKEY GIVEAWAY

Date of Event: NOVEMBER 23, 2024 Time of Event: 10:00 AM TO 2:00 PM

Estimated attendance: 1,000

Type of Event:

- ☐ Run / Walk
- ☐ Bicycle Race
- ☐ Parade / March
- ☐ Festival / Fair
- ☐ Block or Neighborhood Party
- ☐ Concert / Performance
- ☐ Farmers Market
- ☐ Circus / Carnival
- ☐ Car Show
- ☒ Other (i.e., craft fair/open air market, etc.)

Detailed Description of the Event:

THE ELSINORE COMMUNITY ANNUAL TURKEY GIVEAWAY IS HOSTED BY HOLT MINISTRIES AND CENTERPOINT CHURCH WITH SPONSORSHIP FROM SEVERAL OTHER ORGANIZATIONS. WE PROVIDE FAMILIES WITH A TURKEY AND ALL THE FIXINGS TO PREPARE A WONDERFUL THANKSGIVING DINNER IN THE COMFORT OF THEIR HOMES. THIS IS A DRIVE-THROUGH EVENT ONLY AND WILL BE PROVIDING 1,000 FAMILIES WITH THIS BLESSING.

Is this a recurring event at the same location? ☐ Yes ☐ No

3. CONTACTS

Name of the Organization Sponsoring the Event: HOLT MINISTRIES

Is the organization a tax exempt, non-profit organization?

☒ **Yes** ☐ **No**

If yes, please attach the following:

1. A copy of the organization's 501 (c)3 letter.
2. Letter of authorization from the organization authorizing the representative to apply for the permit on its behalf

Name of Applicant: EVANGELIST DAVIS HOLT JR

Address: 36422 TANSY CT.

City: LAKE ELSINORE **State:** CA **Zip Code:** 92532

Phone: 909-938-2155 **Cell:** MINISTRIES - 909-921-3513

Email: P: DAVISHOLTJR@YAHOO.COM / B: DHOLTMINISTRIES@GMAIL.COM

The Applicant must be available to answer questions regarding the event and the event application. They must also be available for any planning meetings scheduled prior to the event.

Name of Property Owner: DAVIS HOLT JR

Address: 36422 TANSY CT.

City: LAKE ELSINORE **State:** CA. **Zip Code:** 92532

Phone: 909-938-2155 **Cell:** SAME

Email: DAVISHOLTJR@YAHOO.COM

4. ON SITE CONTACT

Name of On Site Contact: FRANK CERDA JR

Address: 33700 MISSION TRAIL ROAD

City: WILDOMAR **State:** CA **Zip Code:** 92595

Phone: 951-550-7554 **Cell:** SAME

Email: FACERDA@ROADRUNNER.COM

The On Site contact must be available at the event site and in possession of the approved Temporary event permit. The On Site Contact should have with them, the cell phone assigned to the above listed cell phone number during the entire event.

5. LOCATION

Address of Property and Location Description:

Address: 33700 MISSION TRAIL ROAD

City WILDOMAR State: CA.

Zip Code: 92595

6. SITE PLAN

Site Diagram: Please attach a diagram of your event site using 8 ½" x 11" size paper.

The Following shall be included on the site plan:

Name, address and phone number of applicant and owner

Vicinity map

Existing Business(es) on site

Location of pedestrian walkways

Location of vehicular access/exit points, driveways, emergency exits and ADA paths

Identify source of electrical supply (if applicable)

Location of all buildings, parking, generators, tents, canopies, toilets, booths, beer gardens, cooking areas and other temporary structures.

Total Anticipated Attendance: 1,000 Daily Attendance: 1,000

Times: To

Streets Closed: Setup Begins: 7AM

Event Begins: 10AM Event Ends: 2PM

Cleanup Ends: 5PM Streets Open:

7. SECURITY PLAN

As the event applicant or organizer, **YOU** are required to provide a safe and secure environment for the event. This is accomplished by anticipating potential problems and concerns related to the event and the surrounding environment. The event may require the services of Wildomar Police, Private Security, Crossing Guards and or Public Works employees. Private Security Guards must be properly licensed and preapproved.

Have you hired a licensed professional security company to develop and manage your event's security plan?

☐ **Yes** ☒ **No**

If yes, you are required to provide a copy of the company's valid Private Patrol Operators License issued by the State of California and a certificate of insurance naming the City of Wildomar as additionally insured.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

8. TRAFFIC PLAN

Street Closures: Is your event going to restrict the regular flow of traffic on a City Street of sidewalk?

☐**Yes** ☐ **No**

If yes, applicant/organizer must notify residences and businesses affected by the event. Notice shall be given to and approved by the Public Works Department.

What Street(s) will be closed for your event? _____

_____

At what intersections will the above street be closed?_____

_____

Will your event involve the use of traffic safety equipment, (i.e.) barricades, etc.?

☒**Yes** ☐ **No**

Please give details: _____

_____

Is the applicant/organizer requesting the Wildomar Public Works Department to provide the safety equipment?

☒**Yes** ☐ **No**

If this event requires the closure of more than one street between two intersections, please include a detailed map of the event showing all intersections and roadway access points, the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event.

The Riverside Transit Agency (RTA) must be notified if street closures will affect bus routes. Contact RTA's administrative office at 1825 Third St., Riverside, CA, 92501, or call 951/565-5000 and ask to speak to the Chief Operations Officer.

All traffic control devices on all streets and highways open to public travel in California must conform to the California Department of Transportation, Traffic Manual, subject to the provisions of California Vehicle Code.

Parking

It is important that you plan for the safe arrival and departure of event attendees, participants and vendors. As the event organizer, you should develop a parking and / or shuttle plan that is suitable for the environment in which your event will take place. Remember that parking, traffic congestion and environmental pollution are all areas of concern with event. You must include accessible parking and/or access in your event plans.

How many parking are available at the proposed location (site): _____

9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

☐**Yes** ☒ **No**

Will fireworks, explosives or any other pyrotechnic device be used at the event?

☐**Yes** ☒ **No**

Will the event require tents with over 200 square feet of material?

☐**Yes** ☒ **No**

Will the event require tents or canopies with over 400 square feet of material?

☐**Yes** ☒ **No**

Will there be use of cooking or other equipment that emits a flame, heat or spark?

☐**Yes** ☒ **No**

Note: If any of the boxes above are checked yes, a supplemental fire application/fee must be submitted.

10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

☐**Yes** ☒ **No**

Describe the plan to ensure the safe sale or distribution of alcohol at the event: _

_____

_____

_____

If serving or selling alcohol at the event, applicant/organizer must obtain a permit from:

Alcohol Beverage Control
3737 Main Street, Suite 900
Riverside, CA 92501
951.782.4400 / www.abc.ca.gov

A copy of the ABC license approval must be submitted with the application packet.

11. FOOD SERVICE

Will food or beverages be provided or sold at the event?

☒ **Yes** ☐ **No**

Will the event be professionally catered?

☐ **Yes** ☒ **No**

If your event is being catered please provide information on the company.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

Applicant/organizer must contact the Riverside County Department of Environmental Health for a permit if any food or beverages will be sold or distributed. A copy of the Health department permit must be submitted with the application packet.

Department of Environmental Health
38740 Sky Canyon Drive
Murrieta, CA 92563
951.461.0284

12. ANIMALS

Will there be animals present: (I.E. Petting zoo, circus, pony rides, dogs, other)?

☐ **Yes** ☒ **No**

13. MEDICAL PLAN

Have applicant/organizer hired a licensed professional emergency medical service provider to develop and manage the event's medical plan?

☐ **Yes** ☒ **No**

If yes, please provide information on the company on the following page.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

Please describe the medical plan including your communications plan. The plan should include the hours of setup and dismantling of medical aid areas (add a separate sheet if more room is needed)

14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

☒ **Yes** ☐ **No**

Will the event have live music?

☐ **Yes** ☒ **No**

Will the event have mechanical noise?

☐ **Yes** ☒ **No**

15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

(Male) Number of Toilets: ____ Urinals:_____ ADA:

(Female) Number of Toilets: _____ ADA: _____

(Combined Male/Female) Number of Toilets: _____ ADA: _____

All temporary sanitation facilities placed at the event must be removed on the first business day following the event unless in the pubic right away.

16. CLEAN UP

What provisions have the applicant/organizer made for clean up after the event?

VOLUNTEERS WILL CLEAN UP IMMEDIATELY AFTER THE EVENT IS OVER. THE ELK'S LODGE BUILDING AND PARKING LOT, AS WELL AS THE BACK PARKING LOT OF ST. FRANCES OF ROME CATHOLIC CHURCH. ALSO ANY TRASH ON WAITE LEADING FROM THE CHURCH PARKING LOT TO THE ELK'S LODGE.

Who is the person responsible for clean up?

Contact Name: DEBRA SIROTNAK / HOLT MINISTRIES
Address: 36422 TANSY CT
City: LAKE ELSINORE **State:** CA **Zip Code:** 92532
Phone: 951-454-9980 **Cell:** SAME
Email: DEBRASIROTNAK @ GMAIL.COM

* Your organization may be eligible to receive FREE trash and recycling waste boxes. Please contact CR&R Incorporated (West side of I-15) at 800-755-8112 or Waste Management (East side of I-15) at 800-423-9986 for more information.

* Event location and adjacent areas must be returned to "Pre-Event" conditions

17. ADDITIONAL INFORMATION

CR + R IS IN SPONSORSHIP WITH THIS EVENT.

18. AGREEMENT OF APPLICANT (REQUIRED)

1. Applicant agrees, upon request, to provide a certificate of insurance providing Evidence of General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit AND an additional Insured Endorsement naming the City of Wildomar, its officers, employees and agents' as additional insured. The two documents must be submitted no later than (10) days prior to the event.

☒ **Yes** ☐ **No**

2. Applicant agrees, upon request, to submit a security plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participant, spectators, bystanders and passersby. This plan may be reviewed by the Police Department who may require alterations to the plan. Security measures may include, but are not limited to, the hiring of private security or Riverside Police Officers at the applicant's expense.

   ☐ **Yes** ☐ **No**

3. Applicant agrees, upon request, to provide a copy of their "Determination Letter" as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a "tax-exempt," "non-profit" and/or "charitable."

   ☒ **Yes** ☐ **No**

4. Applicant agrees, upon request, to pay a refundable "Clean-Up Deposit," at least ten (10) days prior to the event as a condition of the issuance of the Temporary Event Permit. Applicant also agrees to pay clean-up costs, in excess of the deposit, incurred by the City as a result of additional clean-up required to return the event location and surrounding area to its pre-event condition.

   ☒ **Yes** ☐ **No**

5. Applicant agrees to notify all residents and businesses that will be affected by the street closure and/or amplified sound. If the event/closure will affect access to more than one business, the applicant must notify the Murrieta/Wildomar Chamber of Commerce.

   ☒ **Yes** ☐ **No**

6. Applicant agrees to supply warning signs and barricades and to situate them in such position that the road closure may be maintained in a safe and orderly manner. Such devices may be rented from companies listed in the telephone directory under "Traffic Safety Devices."

   ☒ **Yes** ☐ **No**

Applicant agrees to submit, upon request of the City, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees to submit, upon request of the Planning Department, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Temporary Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Wildomar or any conditions or restrictions imposed upon the permit by the Wildomar Police or Fire Department is cause for revocation of the Temporary Event Permit.

Applicant further agrees the permit may be revoked at any time by any supervisor of the Wildomar Police Department or Planning Department.

Dennis Holt Jr. — Signature of Applicant

09/25/2024 — Date

I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property.

Brad Kramer — Signature of Property Owner

9/25/24 — Date

NOTE: A LETTER OF AUTHORIZATION FROM THE PROPERTY OWNER MAY BE ATTACHED IN PLACE OF SIGNATURE ABOVE

19. INSURANCE/ INDEMNIFICATION AGREEMENT (REQUIRED)

If the event will take place on any portion of public right-of-way, City owned property or City sponsored events, the applicant shall provide and maintain general liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury and property damage. If alcoholic beverages are served, liquor liability in the amount of $1,000,000 per occurrence is required. General liability and liquor liability shall be endorsed naming the City, its officers, agents, employees and volunteers as additional insureds. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. Use of the facility may be denied if satisfactory proof of the required insurance is not timely received prior to the event. In consideration of the granting of this Application and Permit for Temporary Event for:

ELSINORE COMMUNITY ANNUAL TURKEY GIVEAWAY
(name of event)

On SATURDAY, NOVEMBER 23, 2024
(date of event)

The HOLT MINISTRIES
(name of organization)

agree(s) to defend, indemnify and hold harmless the City of Wildomar, and the City's employees, officers, managers, agents, council members, and volunteers from any and all losses, damages, claims for damage, liability, lawsuits, judgments, expense and cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Temporary Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Dated: 9/25/2024

Signature: Davis Holt Jr.

Printed Name: DAVIS HOLT JR

Title: CEO / FOUNDER

20. Temporary Event Application Permit Checklist:

Please check off all documents attached:

- ☑ Temporary Event Application Packet
- ☐ Application Fee (per Sec. 3.44 of the WMC)
- ☐ Site Plan/ Traffic Plan
- ☑ Property Owner Signature or Letter of Authorization
- ☐ Letter of Authorization from business owners if located in an existing commercial center (If Applicable)
- ☑ Certificate of Insurance (If Applicable)
- ☐ ABC License (If Applicable)
- ☐ Health Department License (If Applicable)
- ☐ Security Plan (If Applicable)
- ☐ Fire Department Permit (If Applicable)
- ☑ If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.

I certify that all filing requirements have been satisfied for my application. I further understand that an incomplete application cannot be accepted for processing.

☒

Applicant's Signature: Dawn Holt Jr. Date: 09/25/2024

Proposed Traffic Plan

Traffic can proceed East and West on Waite, however there will be a line of cars facing west on Waite starting at the Elks Lodge Entrance Sign. Once the line reach "Mojonnier Way," which is a private road, all vehicles will be directed to the parking lot "Staging /Area #2," which is located on the South side of St. Frances of Rome Catholic Church; and will only be accessible by utilizing "Mojonnier Way."

Once processed in Area #2, vehicles will be directed when to exit Area #2 and will proceed back down "Mojonnier Way" and turn Right on Waite St, heading west towards the Elks Lodge/Area #1. Upon arrival at the Elks Lodge entrance, all vehicles, when directed, will make a right turn into two distribution lines inside the Elks parking Lot/Area #1. Six (6) cars will be served at the same time. After all, six cars have been served, they will exit Area #1 by making a right turn only. Therefore, all vehicles participating in the event will only be making right turns to complete the distribution process.

Right on Waite St from Area #2

Right off Waite St into Elks Parking Lot/Area #1

Right out of Area #1, on to Mission Trail Road

To ensure a smooth transition back onto Mission Trail Road out of the Elks Lodge parking lot, it is requested that the inside lane be closed from Waite to the exit point of the Elks Lodge.

I would like to thank you in advance for your assistance with this important matter. If you have any question regarding this Traffic Plan, please feel free to contact me by phone (909) 938-2155 or email: davisholtjr@yahoo.com.

Respectfully Submitted

Davis Holt Jr

DIAGRAM #1

RIGHT TURN

ST. FRANCES OF ROME CATHOLIC CHURCH
BACK PARKING LOT AREA #2

Elks Lodge AREA #1

RIGHT TURN

REQUEST TO HAVE THE INSIDE LANE CLOSED FROM WAITE TO THE EXIT OF THE ELK'S LODGE TO CREATE A CONTINUOUS FLOW FOR CARS EXITING ONTO MISSION TRAIL ROAD.

RIGHT TURN

DIAGRAM # 2

State *of* California
Department *of* Justice

Office *of the*
Attorney General

HOME ABOUT MEDIA CAREERS REGULATIONS RESOURCES PROGRAMS CONTACT

Registrant Details

Entity type: Corporate Class as registered with the Secretary of State or based on founding & registration documents.

Organization Name:	HOLT MINISTRIES	**IRS FEIN:**	471047743
Entity Type:	Charitable or nonprofit corporation	**SOS/FTB Corporate/Organization Number:**	3685346

Registry Status:	Current	**Renewal Due/Exp. Date:**	5/15/2025
RCT Registration Number:	CT0209233	**Issue Date:**	7/24/2014
Record Type:	Charity Registration	**Effective Date:**	7/24/2014
Date of Last Renewal:	4/10/2024	**DBA:**	HOLT MINISTRIES

Mailing Address

Street:	36422 TANSY COURT
Street Line 2:	
City, State Zip:	LAKE ELSINORE CA 92532

Filings & Correspondence

Founding Documents	Founding Documents
Founding Documents	Founding Documents
Confirmation of Registration Letter	Confirmation of Registration Letter
IRS Form 990 Series	2023
Online Renewal Submission	2023
Miscellaneous Documents	2023
Miscellaneous Documents	2023
IRS Form 990 Series	2022
Form RRF-1	2022
CT-551 Form RRF-1 Refund	2022
Online Renewal Submission	2021
IRS Form 990 Series	2021
Miscellaneous Documents	2021
Miscellaneous Documents	2021
Online Renewal Submission	2020
Form CT-TR-1	2020
Miscellaneous Documents	2020
Renewal Filing	2019
Renewal Filing	2018

Form RRF-1	2017
2016 RRF-1	2016 RRF-1
2015 RRF-1	2015 RRF-1
RRF-1 2014	2014 RRF-1

Annual Renewal Data

Related Registrations & Event Reports

The related records shown below depend on the record type being viewed:

- Charity Registrations relate to Professional Fundraising Events which relate to Professional Fundraiser Registrations.
- Raffle Registrations relate to Raffle Reports.
- Click on the **RCT Registration No** to navigate to the related record.

No Related Records

Status of Filing:	Accepted
Accounting Period Begin Date:	1/1/2014
Accounting Period End Date:	12/31/2014
Filing Received Date:	3/20/2015
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	1/1/2015
Accounting Period End Date:	12/31/2015
Filing Received Date:	4/7/2016
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	1/1/2016
Accounting Period End Date:	12/31/2016
Filing Received Date:	3/3/2017
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	1/1/2017
Accounting Period End Date:	12/31/2017
Filing Received Date:	4/6/2018
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	1/1/2018
Accounting Period End Date:	12/31/2018
Filing Received Date:	3/7/2019
Form RRF-1 Reject/Incomplete Reason:	

Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	1/1/2019
Accounting Period End Date:	12/31/2019
Filing Received Date:	4/13/2020
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	E-Accepted
Accounting Period Begin Date:	1/1/2020
Accounting Period End Date:	12/31/2020
Filing Received Date:	3/15/2021
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	E-Accepted
Accounting Period Begin Date:	1/1/2021
Accounting Period End Date:	12/31/2021
Filing Received Date:	3/30/2022
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	1/1/2022
Accounting Period End Date:	12/31/2022
Filing Received Date:	4/7/2023
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	check #158 for $75 was shredded received, on 04/24/2023.

Status of Filing:	E-Accepted
Accounting Period Begin Date:	1/1/2023
Accounting Period End Date:	12/31/2023
Filing Received Date:	4/8/2024
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Docusign Envelope ID: 2DC694B1-20F7-4B20-B7F9-55D7C2C9F81C

Attachment A

MEMORANDUM OF UNDERSTANDING

HOLT MINISTRIES

COMMUNITY EVENT PARTNERSHIP

Docusign Envelope ID: 2DC694B1-20F7-4B20-B7F9-55D7C2C9F81C

MEMORANDUM OF UNDERSTANDING
(HOLT MINISTRIES)

This Memorandum of Understanding ("MOU") is entered into this 13th day of November, 2024 by and between the City of Wildomar, a California general law city, ("City") and Holt Ministries, a California 501 (c) 3 non-profit. ("Foundation"). City and Foundation may be referred to individual or collectively as a "Party" or the "Parties."

RECITALS

A. Foundation is a nonprofit organization with the goal to encourage people through positive communication and assist the youth, elderly and widows through community involvement.

B. Foundation desires to conduct a Temporary Event on November 23, 2024, that will distribute 1,000 turkeys to the community out of the Wildomar Elks Lodge (Event).

C. City desires to partner in the Event and provide traffic safety assistance to the Foundation to conduct the Event, as the Foundation provides a benefit to the community and the Event assist to improve the quality of life within the community.

D. The purpose and intent of this MOU is to set forth the mutual understanding of the Parties regarding the City's partnership of the Event and hosting assistance to be provided.

OPERATIVE PROVISIONS

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

1.0 PARTNERSHIP AND MARKETING

1.1 City will partner in the Event on November 23, 2024, in the form of benefits described in section 2.1 provided that the Event is held as stated in the Temporary Event Permit. If the Event is not held on November 23, 2024, the City shall incur no obligation to commit the partnership toward a future Event.

2.0 ALLOCATION OF PARTNERSHIP BENEFITS

2.1 The partnership identified in Section 1.1 of this MOU will be in relation to the benefits the City will provide the Foundation per the Community Event Partnership Policy. As stated on page 3 of the policy, a staff liaison will be assigned to Foundation to assist and confirm that all Temporary Event Application requirements are fulfilled. The Foundation will be required to fulfill the permit process, provide the required insurance documents, and any required inspections and reporting. The application review and processing fee associated to the Temporary Event Permit will be waived upon approval by City Council. The city will also facilitate traffic control measures for the Event.

Docusign Envelope ID: 2DC694B1-20F7-4B20-B7F9-55D7C2C9F81C

3.0 PERMITS AND APPROVALS

Foundation shall obtain all necessary permits and approvals from the City and all other agencies with jurisdiction over the Event. Nothing in this MOU shall be construed as altering or waiving the City's permit and approval requirements applicable to the Event.

4.0 GENERAL PROVISIONS

4.1 Either party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event that a legal action is brought challenging this MOU, either Party may terminate this MOU effective immediately by written notice to the other Party.

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

4.3 Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this MOU.

4.4 This MOU shall be administered and executed by the City Manager or his or her designated representative on behalf of City. The City Manager shall have the authority to issue interpretations and to make amendments to this MOU. No amendment to or modification of this MOU shall be valid unless made in writing and approved by Foundation and City.

4.5 The person or persons executing this MOU on behalf of Foundation represents and warrants that he/she/they has/have the authority to so execute this MOU and to bind Foundation to the performance of its obligations hereunder.

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

CITY OF WILDOMAR	HOT MINISTRIES
_____	_____
Daniel A. York	By: Davis Holt
City Manager	Its: President
ATTEST:	_____
_____	By: _____
Janet Morales	Its: _____
City Clerk	

Docusign Envelope ID: 2DC694B1-20F7-4B20-B7F9-55D7C2C9F81C

APPROVED AS TO FORM

_____

Thomas Jex
City Attorney

SUBJECT: Community Development Block Grant (CDBG) 2024/2025 Supplemental Agreement for Mission Trail/Sedco Sidewalk Phase III Project (CIP 044-3)

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION 2024 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2024/2025 IN THE AMOUNT OF $132,515.00 FOR THE SEDCO SIDEWALK PROJECT PHASE III (1.WD.22-24, CIP 044-3)

2. Approve a supplemental appropriation adding $7,600 in expenditures and increasing budgeted revenues by $7,600 for funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate the necessary additional funds to the Project.

SUMMARY:
Approve and authorize the City Manager to execute the Supplemental Agreement between the County of Riverside and the City of Wildomar for the use of 2024-2025 CDBG Funds.

BACKGROUND:
On September 12, 2020, The City Council approved using the remaining CDBG funds from the advancement request towards the design costs for the final phase of the Mission Trail/Sedco Sidewalk Project (CIP 044-3, Project). The Design, Environmental, and Right of Way phases for the project have since been completed. The Phase III scope of work consists of constructing pedestrian and bicycle facilities on Mission Trail from the Intersection of Malaga Road to the intersection of Elberta Avenue. This project will provide safety improvements by providing connections to existing walking paths, bike routes, and bus stops at both intersections and includes the relocation of power poles to their ultimate alignment in the public right of way.

DISCUSSION:
On September 27, 2024, the City received a Supplemental Agreement for the use of 2024-2025 Community Development Block Grant Funds (Agreement, Attachment A). The 24/25 Agreement marks the return of annual CDBG funding opportunities after the City had previously accepted a 5-year advancement of funds to construct prior phases of the Mission Trail/Sedco Sidewalk Project. Executed copies of the Agreement must be returned to the

County of Riverside Housing, Homelessness Prevention, and Workforce Solutions (HHPWS) no later than November 26, 2024 for the Board of Supervisors to approve. Once approved, a fully executed agreement will be forwarded to the City. Staff recommends that the City Council authorize the City Manager to execute the Agreement.

This Agreement will provide a portion of funding ($132,515) necessary to construct the Project. The Engineer's Estimate for the project is $800,000. City staff is continuing to pursue funding opportunities through the County and through various grant opportunities to secure the funding needed to construct the Project.

FISCAL IMPACT:
The approved City budget already includes $125,000 in CDBG funding for FY 24/25. Staff recommends that the City Council approve a budget adjustment adding $7,600 in both revenue and expenditures for funds as identified in the Account Code section of this staff report, to match awarded funds from CDBG to the Project.

CDBG Projects are paid through a reimbursement process once the “authorization to incur costs” has been issued by the County of Riverside. Staff is currently seeking additional Project funding through several state and federal grant opportunities. The City retains the ability to request another CDBG funding advancement for the Project if outside grant funds are not obtained for the Project.

There is no fiscal impact to the General Fund.

ACCOUNT CODE:
Budget Adjustments (FY 24/25)
Fund No. 206 (CDBG), CIP 044-3, Construction Phase

- Revenue 206-0000-3540 - Increase $7,600
- Expenditures 206-4500-52115 - Increase $7,600
- Total Amended Budget - $132,600

ENVIRONMENTAL ANALYSIS:
A Notice of Exemption for the Project was filed on January 19, 2023.

ATTACHMENTS:
Resolution
A - CDBG Supplemental Agreement

RESOLUTION NO. 2024-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2024/2025 IN THE AMOUNT OF $132,515.00 FOR THE SEDCO SIDEWALK PROJECT PHASE III (1.WD.22-24, CIP 044-3)

WHEREAS, the City of Wildomar has been submitting applications for projects/activities under the Community Development Block Grant ("CDBG") program to the Riverside County Housing, Homelessness Prevention and Workforce Solutions ("HHPWS") annually; and

WHEREAS, the project submitted herein meets the CDBG program guidelines and/or requirements; and

WHEREAS, it is necessary that the supplemental agreement be approved by the City Council through resolution in order for the City and its residents to obtain and utilize the federally funded CDBG grant funds.

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

1. The Wildomar City Council accepts Community Development Block Grant Program Funds for Fiscal Year 2024/2025 in the amount of $132,515 for the Mission Trail/Sedco Sidewalk Project Phase III (1.WD.22-24**,** CIP 044-3); and

2. The City Manager is authorized to execute and submit the Supplemental Agreement for Fiscal Year 2024/2025 Community Development Block Grant Program to Riverside County Housing, Homelessness Prevention and Workforce Solutions for approval by their Board.

PASSED, APPROVED, AND ADOPTED this 13th day of November, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT A

File No.: 3.WD.22-24

SUPPLEMENTAL AGREEMENT FOR THE USE OF 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Supplemental Agreement ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the **CITY OF WILDOMAR**, a political subdivision of the State of California, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 31, 2023 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated July 31, 2023, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY has been allocated **$132,515** in CDBG Entitlement funds for the 2024-2025 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of **$132,515** CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

A) 3.WD.22-24 Sedco Sidewalk Project Phase III, $132,515.

3. TERM OF AGREEMENT. The term of this Agreement for the implementation of the Project(s) shall be for a period of one (1) year from July 1, 2024, to termination on June 30, 2025.

4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion schedule set forth in Exhibit(s) A, attached hereto and incorporated herein.

5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by the

time set forth in the applicable completion schedule(s) due to a force majeure event (See Section 40 below), the COUNTY may consider extending the schedule for the completion of the project(s). Times of performance for other activities may also be extended in writing by COUNTY. If substantial progress toward completion in conformance with the completion schedule, as determined by COUNTY in its discretion, of the project(s) not made during the term of this Supplemental Agreement, COUNTY may suspend or terminate this Supplemental Agreement pursuant to the termination procedures set forth in the section titled "Termination," and the entitlement funds associated with the Project(s) may be reprogrammed by the COUNTY after appropriate notice is provided to the City.

6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-funded Projects or activities covered under the terms of this Supplemental Agreement as set forth in Exhibit(s) A, attached hereto, prior to receiving written authorization from COUNTY to proceed.

7. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

COUNTY	CITY
Heidi Marshall, Director	Daniel York, City Manager
Riverside County HWS	City of Wildomar
P.O. Box 1528	23873 Clinton Keith Road, Suite #110
Riverside, CA 92502	Wildomar, CA 92595

8. DISBURSEMENT OF FUNDS.

A. COUNTY's Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this Supplemental Agreement. COUNTY, through its Department of Housing, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A. It is the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A, and to ensure compliance with applicable federal regulations and the terms of this Supplemental Agreement.

B. CITY shall comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2025, exceeds one hundred and seventy-five percent (175%) of the CITY's 2024-2025 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2025, to exceed the CDBG fund balance requirement.

C. CITY shall comply with timely drawdown of CDBG funds by submitting monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days after the COUNTY has received the CITY's reimbursement request including documentation supporting expenditures.

D. All authorized obligations incurred in the performance of the Supplemental Agreement for projects eligible under the following CDBG regulations must be reported in writing to COUNTY no later than June 1, 2025:

1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
2. Clearance Activities [24 CFR 570.201 (d)]
3. Interim Assistance [24 CFR 570.201 (f)]
4. Code Enforcement [24 CFR 570.202 (c)]

All public service activities [24 CFR 570.201 (e)] and other eligible activities under this Supplemental Agreement must be implemented, completed, and obligations reported in writing to the COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

9. RECORDS AND INSPECTIONS.

A. CITY shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal funds under this Agreement. Said records shall be retained for a period of four (4) years from the date that the activity or program funded with the CDBG Grant is closed out by the COUNTY and reported as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER). Exceptions to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include, but not limited to, the following:

i. if any litigation, claim, or audit is started prior to the expiration of the four (4) year period;

ii. when the CITY is notified in writing by the COUNTY, HUD, or other Federal agency to extend the retention period;

iii. records for real property and equipment acquired with CDBG funds must be retained for four (4) years after final disposition;

iv. when the records are transferred by the CITY to the COUNTY, HUD, or other Federal agency, the four (4) year period is not applicable.

B. CITY shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements, but records must be available for review by appropriate officials of the Federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement funds received as set forth in Exhibit(s) A attached hereto.

D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours, make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD), or other authorized representative, for the examination and copying, all of its records and other materials with respect to matters covered by this Agreement and provide reasonable access to CITY staff for the purpose of interview and discussion related to the records and documents.

E. CITY shall not retain any program income as defined in 24 CFR 570.500. Said program income shall be used only for the activities that are the subject of this Agreement. Further, all provisions of this Agreement shall apply to such activities.

F. The CITY shall ensure that at least fifty-one percent (51%) of the persons benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income guidelines. The CITY shall provide the required income certification and direct benefit documentation, in writing, to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto. In the event that CITY engages the services of a sub-contractor to implement CDBG-funded activities, the CITY must collect, in writing, all required income certification and direct benefit documentation from subcontractors prior to submittal to the COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A, attached hereto.

10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal, state, and local laws, regulations, and ordinances and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY is to comply with those regulations found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570. CITY is to abide by the provisions of the Community Development Block Grant Manual, prepared by COUNTY and cited in the above-mentioned Cooperation Agreement. CITY shall comply, if applicable, with Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C.A. Section 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated herein by this reference. CITY shall adhere to the regulations as set forth in Exhibit "R", attached hereto and incorporated herein by this reference,

pertaining to inherently religious activities. CITY shall comply with the Additional Federal Requirements, if applicable, attached hereto as Exhibit "AFR", and incorporated herein by this reference.

11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with COUNTY in undertaking essential community development and housing assistance activities, specifically urban renewal and public assistance housing, and shall assist COUNTY in implementing and undertaking the goals and strategies identified in the 2024-2029 Five Year Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community Development Block Grant Program.

12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the CITY is designated as the lead agency for the projects that are the subject matter of this Supplemental Agreement.

13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages including, but not limited to, claims, demands, losses, liabilities, costs and expenses including reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for their negligence.

The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this Agreement. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

14. INSURANCE. Without limiting or diminishing the CITY's obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the

insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds

a. Workers' Compensation:

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.b.1

Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $2,000,000 per occurrence or claim.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)

times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

d. General Insurance Provisions - All lines:

(i). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(ii). The CITY must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CITY shall not commence operations until the

COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(iv). It is understood and agreed to by the parties hereto that the CITY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(v). If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY has become inadequate.

(vi). CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(vii). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

(viii). CITY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this Supplemental Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CITY shall hold the COUNTY harmless from any and all claims that may be made

against the COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Supplemental Agreement. It is further understood and agreed by the parties that the CITY in the performance of this Supplemental Agreement is subject to the control or direction of the COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and 570.602 of Title 24 of the Code of Federal Regulations which requires that no person in the United States shall on the grounds of race, color, national origin, sex, sexual orientation, gender identity, or veterans status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development funds.

CITY shall abide by and include in any subcontracts to perform work under this Supplemental Agreement, the following clause:

"During the performance of this Supplemental Agreement, CITY and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, veterans status, sexual orientation, gender identity, age (over 40) or sex. CITY and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CITY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment and Housing Commission are implementing California Government Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CITY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

17. PROHIBITION AGAINST CONFLICTS OF INTEREST

A. CITY and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the

CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

B. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

C. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

D. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

E. CITY understands and agrees that no waiver of exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to determine whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24 CFR 570.611(d)(2).

F. Prior to the distribution of any CDBG funding under this Supplemental Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the CDBG activities funded under this Supplemental Agreement.

G. Any violation of this Section 17 shall be deemed a material breach of this Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the COUNTY.

18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

a. No federally-appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. CITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

19. TERMINATION.

A. CITY. CITY may not terminate this Agreement except upon express written consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

B. COUNTY. Notwithstanding the provisions of Paragraph 19a above, COUNTY may suspend or terminate this Supplemental Agreement upon a ten (10) day written notice to CITY of action being taken and the reason for such action including, but not limited to, the following reasons:

(1) In the event CITY fails to perform the covenants herein contained at such times and in such manner as provided in this Supplemental Agreement; and

(2) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement invalid or untenable; or

(3) In the event the funding from the Department of Housing and Urban Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.

C. This Agreement may be terminated and/or funding suspended, in whole or in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the failure of the CITY to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the CITY agrees not to incur any costs related thereto, or connected with, any area of conflict from which the COUNTY has determined that suspension of funds is necessary. CITY acknowledges that failure to comply with Federal statutes, regulations, or the terms and conditions of this Agreement may be considered by the COUNTY in evaluating future CDBG and non-CDBG funding applications submitted by CITY.

D. Upon suspension or termination of this Supplemental Agreement, CITY shall return any unencumbered funds which it has been provided by COUNTY. In accepting said funds, COUNTY does not waive any claim or cause of action it may have against CITY for breach of this Supplemental Agreement.

E. Reversion of Assets

1. Upon expiration or termination of this Supplemental Agreement, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the Supplemental Agreement as well as any accounts receivable held by CITY which are attributable to the use of CDBG funds awarded pursuant to this Supplemental Agreement.

2. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in the form of a loan) in excess of $25,000 is either:

(i) Used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

(ii) Not used in accordance with Clause (i) above, in which event the CITY shall pay the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to this Supplemental Agreement will make reference to the contribution of the COUNTY, the Department of Housing, and Workforce Solutions, and the Community Development Block Grant Program in making the project possible.

21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Supplemental Agreement and the effective and efficient achievement of the CDBG National Objectives as set forth in Exhibit(s)A, attached hereto. Quarterly reports shall be due on the last day of the month immediately following the end of the quarter being reported. The quarterly written reports shall include, but shall not be limited to, the following data elements:

A. Title of program, listing of components, description of activities/operations.

B. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals and identify any problems encountered in meeting goals.

C. If the CDBG-funded activity meets a National Objective under 24 CFR 570.208 (a)(2)(i), CITY will report the following:

1) Total number of direct beneficiaries (clientele served) with median household incomes (MHI) at:

- Above 80% MHI
- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Less than 30% MHI (Extremely Low-Income)

2) Total number and percent (%) of the clientele served that have household incomes at or below 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

D. CITY shall report, in writing, and cause its subcontractors to report, in writing, beneficiary statistics monthly to Housing and Workforce Solutions (HWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form* (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be provided to CITY by HWS should HUD implement changes during the term of this Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's Community Planning and Development (CPD) Outcome Performance Measurement System.

22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval from HWS prior to implementing the following "high risk" activities funded with CDBG assistance:

A. Construction of public facilities (project plans and specifications);

B. Acquisition of real property;

C. Historic Preservation;

D. Relocation; and

F. Economic Development

23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall obtain COUNTY's written approval, through its HWS, of the project plans, specifications, and construction documents prior to CITY'S construction of same for all projects consisting of CDBG-funded construction activities. The COUNTY neither undertakes nor assumes nor will have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass judgment upon or inform CITY or any third party of any matter in connection with the development or construction of the improvements, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the property, any person furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to CITY or to any third party by the COUNTY in connection with such matter is for the public purpose of assisting with a community development and housing activity pursuant to the Act, and neither CITY (except for the purposes set

forth in this Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible for any of the work of construction, improvement, or development of the property.

It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable local jurisdiction land use requirements will permit development of the property and construction of the improvements and the use, operation, and maintenance of such Improvements in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Sponsor to any local jurisdiction or County permit or other local jurisdiction or County approval necessary for the development of the Property, or waive any applicable local jurisdiction or County requirements relating thereto. This Agreement does not (a) grant any land use entitlement to CITY, (b) supersede, nullify, or amend any condition which may be imposed by the local jurisdiction in connection with approval of the development described herein, (c) guarantee to CITY or any other party any profits from the development of the Property, or (d) amend any local jurisdiction or County laws, codes or rules.

City agrees and acknowledges that it is the responsibility of City to obtain a legal determination at City's sole cost and expense, as to whether prevailing wages must be paid during construction of the Project. If the Project is subject to prevailing wages, then City shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rate. City agrees to indemnify, defend, and hold County harmless from and against any liability arising out of and related to City's failure to comply with any and all Davis Bacon and or prevailing wage requirements.

24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain COUNTY's written approval and authorization to proceed, through HWS, of all CDBG-funded real property acquisition activities.

25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED WITH CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire real property or to construct a public facility, CITY will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.311); National

Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the California Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4630, et seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the following is to occur:

a. Title to the real property shall vest in CITY;

b. The real property will be held by CITY, or the constructed facility will be maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded activity is closed-out and reported as complete by the COUNTY through the Comprehensive Annual Performance and Evaluation Report (CAPER);

c. While held by CITY, the real property or the constructed facility is to be used exclusively for the purposes for which acquisition or construction was originally approved by COUNTY;

d. Written approval from COUNTY must be secured if the property or the facility is to be put to an alternate use that is consistent with the COUNTY'S Five-Year Consolidated Plan or the applicable federal regulations governing CDBG funds;

e. Should CITY desire to use the real property or the constructed facility, prior to the completion of the mandatory five-year period, for a purpose not consistent with applicable federal regulations governing CDBG funds or to sell the real property or facility, then:

(1) If CITY desires to retain title, CITY will reimburse COUNTY the amount that represents the percentage of current fair market value that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility; or

(2) If CITY sells the property or facility or is required to sell the property or facility, CITY shall reimburse COUNTY the amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds initially comprised of monies paid to acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

26. ENTIRE AGREEMENT. This Supplemental Agreement, including any attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with respect to its subject

matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

27. SEVERABILITY. Each section, paragraph and provision of this Supplemental Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

28. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY agrees to notify in writing, and to cause any subcontractor implementing CDBG-funded Projects to notify, in writing, the Riverside County Workforce Development Center of any and all job openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.

29. MINISTERIAL ACTS. The Director of Housing and Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Supplemental Agreement as it may be amended from time-to-time by COUNTY.

30. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no liability for any later determination by the United States Government, the U.S. Department of Housing and Urban Development, or any other person or entity that CITY is or is not eligible under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.

31. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant to this Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218), and the Grant Award Number is B-24-UC-06-0506.

32. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form with respect to this Supplemental Agreement, without prior written approval of the COUNTY.

33. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Supplemental Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be

employed in interpreting this Supplemental Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

34. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Supplemental Agreement thereafter.

35. JURISDICTION AND VENUE: Any action at law or in equity arising under this Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Supplemental Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

36. USE OF PROPERTY. Whenever federal CDBG funds or program income are used, in whole or in part, for the purchase of equipment or personal property, the property shall not be transferred from its originally funded use, by CITY or the CITY'S subcontractor implementing the CDBG-funded activity, for a period of five (5) years from the close-out date of the grant from which CDBG assistance was provided. The CITY shall maintain a current inventory for COUNTY monitoring and review.

37. AUTHORITY TO EXECUTE. The persons executing this Supplemental Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement hereby warrant and represent that they have the authority to execute this Supplemental Agreement and warrant and represent that they have the authority to bind the respective parties to this Supplemental Agreement to the performance of its obligations hereunder.

38. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the date the parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on more than one date, then the last date the Supplemental Agreement is signed by a party shall be the effective date.

39. COUNTERPARTS. This Supplemental Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

40. FORCE MAJEURE.

A. Performance by either party hereunder shall not be deemed to be in default where

delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

41. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representative of COUNTY and CITY respectively.

42. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied

upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the dates set forth below.

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

BY: _____
Juan Garcia,
Deputy Director

Date: _____

APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: _____
Paula S. Salcido,
Deputy County Counsel

CITY OF WILDOMAR,
A general law city

BY: _____
Name:

Title:

Date: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)

I. GENERAL INFORMATION

CITY NAME: City of Wildomar UEI#: MBBTL193MHQ1

ADDRESS: 23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

PROGRAM CONTACTS: Matthew Bassi, Deputy City Engineer

PHONE: (951) 677-7751 FAX: (951) 698-1463

E-MAIL: mbassi@cityofwildomar.org

PROJECT NAME: City of Wildomar Sidewalk Project

PROJECT LOCATION: 32920 and 32510 Mission Trail, Wildomar, CA 92530

LEVEL OF ENVIRONMENTAL CLEARANCE: Categorical Exclusion

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: **$132,515**

Project to be administered by County (HWS) on behalf of City: YES ☐ NO ☒

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2024-2025** Community Development Block Grant for the **Sedco Sidewalk Project Phase III** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

The City of Wildomar will use CDBG funds to replace, reconstruct, and install compliant sidewalks along Mission Trail between Elberta Road and Malaga. Improvements include but not limited to constructing class II bike lanes and replacing the driveway to the Sedco Community Center. CDBG funds will be used for design, construction, project administration, and other related expenses. All project activities will occur within developed, urbanized areas and existing City street ROWs.

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Activity #1 *Install compliant sidewalks along Mission Trail between Elberta Road and Malaga.*

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one):
- ☒ Creating Suitable Living Environments
- ☐ Providing Decent Affordable Housing
- ☐ Creating Economic Opportunities

Outcome (select one):
- ☐ Availability/Accessibility
- ☐ Affordability
- ☒ Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the City within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **$132,515** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	X		$132,515	
Project Administration Costs				
Construction Costs	X			
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	**$132,515**		$132,515	

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL					
STATE/LOCAL					
PRIVATE					
OTHER					

TOTAL: $0.00

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

I Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
iii. Records required to determine the eligibility of activities;
iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The City's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over CDBG funds, including program income.

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

Tasks / Milestone	Start Date	Completion Date
Complete Online Training	September 2024	September 2024
Implement Project Activities	Upon Notification from HWS	
Execute Supplemental Agreement & Notice to Incur Cost	September 2024	January 2025

Tasks / Milestone	Start Date	Completion Date
Submit Quarterly Performance Reports to County	October 2024 Through	June 2026

Specific Project Activities

1. City executes Supplemental Agreement; receives authorization to incur cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HWS review and approval
3. HWS authorizes City to advertise for bids
4. HWS reviews and approves bidding process
5. City awards construction contract
6. City and HWS conduct "pre-construction meeting"
7. HWS authorizes City to issue "Notice to Proceed"

City Submits Reimbursement Requests

Monthly Submittal ☐

Other Schedule ☒ To be determined by Program Manager

CDBG-funded Project Complete June 15, 2026

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

The City must follow proper procurement and construction policies and procedures of the City and CDBG regulations. Construction shall commence using CDBG funding with a Notice to Proceed. A pre-construction meeting is required. The City must contact the CDBG Program Manager for review before submitting RFP, construction activity, or cost without prior written approval. The County must be contacted 10 (ten) days in advance for attendance of the Pre-Construction meeting. Original signed Certified payrolls are to be submitted on a weekly basis to the HWS-CDBG program manager once construction starts.

Economic Opportunities for Low- and Very Low-Income Persons
CONTRACT REQUIREMENTS
24 CFR Part 75

RIVERSIDE COUNTY

Section 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Section 75.3 Applicability

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) Section 3 projects. (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Section 75. 5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial

consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in §75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide

benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the

total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients

must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found

EXHIBIT "R"

24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith–Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith–Based and Other Neighborhood Organizations,", and further amended by Executive Order 13831 (issued on May 3, 2018, 83 FR 20715) entitled "Establishment of a White House Faith and Opportunity Initiative," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non–Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion meaning that it is available to providers without regard to the religious or non-religious nature of the institution and there are no program incentives that deliberately skew for or against religious or secular providers; and the organization receives the assistance as a result of a genuine, independent choice of the beneficiary.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity, considering any permissible accommodations, particulary under the Religious Freedome Restoration Act. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise. For purposes of this part, to discriminate against an organization on the basis of the organization's religious exercise means to disfavor an organization, including by failing to select an organization, disqualifying an organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an organization in the selection process or has such an effect:

(1) Because of conduct that would not be considered grounds to disfavor a secular organization;
(2) Because of conduct that must or could be granted an appropriate accommodation in a manner consistent with RFRA (42 U.S.C. 2000bb through 2000bb-4) or the Religion Clauses of the First Amendment to the Constitution; or
(3) Because of the actual or suspected religious motivation of the organization's religious exercise.
(4) In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the organization's religious character, affiliation, or lack thereof, or based on the organization's religious exercise. Notices of funding availability, grant agreements, and cooperative agreements shall include language substantially similar to that in appendix A to this subpart, where faith-based organizations are eligible for such opportunities.

(d) Independence and identity of faith-based organizations.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its autonomy, right of expression, religious character, authority over its governance, and independence, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. A faith-based organization that receives Federal financial assistance from HUD does not lose the protections of law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without concealing, altering, or removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members and employees on the basis of their acceptance of or adherence to the religious tenets of the organization consistent with paragraph (i) of this section), and include religious references in its organization's mission statements and other governing documents.

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance. The use of indirect Federal financial assistance is not subject to this restriction. Nothing in this part restricts HUD's authority under applicable Federal law to fund activities, that can be directly funded by the Government consistent with the Establishment Clause of the U.S. Constitution.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is

given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services with such assistance or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, an organization that participates in a program funded by indirect Federal financial assistance need not modify its program or activities to accommodate a beneficiary who chooses to expend the indirect aid on the organization's program and may require attendance at all activities that are fundamental to the program.

(h) No additional assurances from faith-based organizations.

A faith-based organization is not rendered ineligible by its religious nature to access and participate in HUD programs. Absent regulatory or statutory authority, no notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering Federal financial assistance from HUD shall require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. All organizations that participate in HUD programs or activities, including organizations with religious character or affiliations, must carry out eligible activities in accordance with all program requirements, subject to any required or appropriate accommodation, particularly under the Religious Freedom Restoration Act, and other applicable requirements governing the conduct of HUD-funded activities, including those prohibiting the use of direct financial assistance to engage in explicitly religious activities. No notice of funding availability, grant agreement, cooperative agreement, covenant, memorandum of understanding, policy, or regulation that is used by HUD or a recipient or intermediary in administering financial assistance from HUD shall disqualify otherwise eligible faith-based organizations from participating in HUD's programs or activities because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in this part.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e–1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However,

acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD–funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(l) Tax exempt organizations.

In general, HUD does not require that a recipient, including a faith-based organization, obtain tax-exempt status under section 501(c)(3) of the Internal Revenue Code to be eligible for funding under HUD programs. Many grant programs, however, do require an organization to be a nonprofit organization in order to be eligible for funding. Notices of funding availability that require organizations to have nonprofit status will specifically so indicate in the eligibility section of the notice of funding availability. In addition, if any notice of funding availability requires an organization to maintain tax-exempt status, it will expressly state the statutory authority for requiring such status. Applicants should consult with the appropriate HUD program office to determine the scope of any applicable requirements. In HUD programs in which an applicant must show that it is a nonprofit organization but this is not statutorily defined, the applicant may do so by any of the following means:

(1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
(2) A statement from a State or other governmental taxing body or the State secretary of State certifying that -
(i) The organization is a nonprofit organization operating within the State; and
(ii) No part of its net earnings may benefit any private shareholder or individual;

(3) A certified copy of the applicant's certificate of incorporation or similar document that clearly establishes the nonprofit status of the applicant;
(4) Any item described in paragraphs (l)(1) through (3) of this section, if that item applies to a State of national parents organization, together with a statement by the State of parent organization that the applicant is a local nonprofit affiliate; or
(5) For an entity that holds a sincerely held religious belief that it cannot apply for a determination as an entity that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, evidence sufficient to establish that the entity would otherwise qualify as a nonprofit organization under paragraphs (l)(1) through (4) of this section.

(m) Rule of construction.

Neither HUD nor any recipient or other intermediary receiving funds under any HUD program or activity shall construe these provisions in such a way as to advantage or disadvantage faith-based organizations affiliated with historic or well-established religions or sects in comparison with other religions or sects.

Credits

[69 FR 41717, July 9, 2004; 80 FR 75934, Dec. 7, 2015; 81 FR 19416, April 4, 2016; 85 FR 82315, Dec 17, 2020]

SOURCE: 61 FR 5202, Feb. 9, 1996; 61 FR 9041, March 6, 1996; 61 FR 9537, March 8, 1996; 61 FR 11113, March 18, 1996; 61 FR 13616, March 27, 1996; 61 FR 54498, Oct. 18, 1996; 70 FR 77743, Dec. 30, 2005; 73 FR 72340, Nov. 28, 2008; 75 FR 66258, Oct. 27, 2010; 77 FR 5674, Feb. 3, 2012; 80 FR 42352, July 16, 2015; 81 FR 19416, April 4, 2016; 81 FR 80798, Nov. 16, 2016; 81 FR 90657, Dec. 14, 2016, unless otherwise noted.

AUTHORITY: 12 U.S.C. 1701x; 42 U.S.C. 1437a, 1437c, 1437d, 1437f, 1437n, 3535(d); Sec. 327, Pub.L. 109–115, 119 Stat. 2936; Sec. 607, Pub.L. 109–162, 119 Stat. 3051 (42 U.S.C. 14043e et seq.); E.O. 13279, 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and E.O. 13559, 75 FR 71319, 3 CFR, 2010 Comp., p. 273.; 29 U.S.C. 794, 42 U.S.C. 1437a, 1437c, 1437c–1(d), 1437d, 1437f, 1437n, 3535(d), and Sec. 327, Pub.L. 109–115, 119 Stat. 2936; 42 U.S.C. 3600–3620; 42 U.S.C. 5304(b); 42 U.S.C. 12101 et seq.; 42 U.S.C. 12704–12708; E.O. 11063, 27 FR 11527, 3 CFR, 1958–1963 Comp., p. 652; E.O. 12892, 59 FR 2939, 3 CFR, 1994 Comp., p. 849.

Additional Federal Requirements

Whereas the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR *Part 570)* and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards *(2 CFR Part 200)*. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. ***Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, general identity, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex sexual orientation, general identity, or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race color, religion, sex, sexual orientation, general identity, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. ***Copeland "Anti-Kickback" Act*** *(18 U.S.C. 874 and 40 U.S.C.A. Section 3145):* All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. ***Davis-Bacon Act, as amended*** *(40 U.S.C.A. Section 3141-3148):* When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. *A. Section 3141-3148*) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. ***Contract Work Hours and Safety Standards Act*** *(40 U.S.CA.. 32701 through 3708):* Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 32701–3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. ***Rights to Inventions Made Under a Contract or Agreement***— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. ***Rights to Data and Copyrights*** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).

7. ***Air Pollution Prevention and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:***— Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C.A. 1251 *et seq.*). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. ***Byrd Anti-Lobbying Amendment*** *(31 U.S.C.A. 1352)*— Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. ***Debarment and Suspension*** *(Executive Orders (E.O. s) 12549 and 12689)*—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***— The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 2425.

11. ***Access to Records and Records Retention***: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. ***Federal Employee Benefit Clause:*** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. ***Energy Efficiency*:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

14. ***Procurement of Recovered Materials (2 CFR 200.322.)*** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. ***Build America, Buy America (BABA) Act:*** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

16. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ('domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022, and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.

SUBJECT: Acceptance of Public Improvements of Tract 32206 by Richmond American Homes of Maryland, Inc., a Maryland corporation.

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 32206, AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

SUMMARY:
Richmond American Homes of Maryland, Inc. has completed public improvements for Tract 32206 located on Palomar St. and the City is now ready to accept improvements into the maintained road system and release the bonds associated with the Subdivision Improvement Agreements.

BACKGROUND:
Tract 32206 is a recently constructed residential subdivision located on Palomar Street between Cert Street and Ione Lane. An aerial map of the tract is provided in Attachment A and a copy of the Tract Map 32206 is included in Attachment B. A Subdivision Improvement Agreement for Tract 32206 was executed on October 14, 2020 between the City of Wildomar and Richmond American Homes of Maryland, Inc., a Maryland corporation (Developer) to complete public improvements as part of the subject-referenced subdivision map.

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

Upon acceptance, the accepted improvements will become part of the City's maintained road system. The improvements will automatically enter into a one-year warranty period as required by the Subdivision Improvement Agreement.

Also, upon acceptance of the Public Improvements the City of Wildomar will release the improvement securities related to this project in accordance with the Subdivision Improvement

Agreements as shown in Table 1 below.

Table 1 - Release of Improvement Securities

Faithful Performance Security	**After Council Acceptance**
Labor and Material (Payment) Security	Six months after Council Acceptance; provided no claimed have been filed.
Warranty Security	One year after Council Acceptance; provided that all warranty issues are satisfied.

FISCAL IMPACT:
The City will be responsible to maintain the public improvements built by Tract 32206. Costs associated with maintenance will be paid from the Highway User Tax (Gas Tax) and Community Facilities District (CFD 2013-1).

ATTACHMENTS:
Resolution
A - TR 32206 Aerial Map
B - Tract Map No. 32206

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR TRACT 32206, AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

WHEREAS, Richmond American Homes of Maryland, Inc. proposed development of Tract 32206 which included, in part, the construction of public improvements; and

WHEREAS, on February 10, 2016, the City of Wildomar approved the final map for Tract 32206 and accepted the offers of dedication for public road and public utility purposes as part of the maintained road system, subject to improvements in accordance with City standards; and

WHEREAS, on October 4, 2020, a Subdivision Improvement Agreement for Tract 32206 was executed between the City of Wildomar and Richmond American Homes of Maryland, Inc.; and

WHEREAS, Richmond American Homes of Maryland, Inc. provided a Faithful Performance Security, a Labor and Materials Security, and a Warranty Security (part of the Faithful Performance Security) in accordance with the Subdivision Improvement Agreement; and

WHEREAS, Richmond American Homes of Maryland, Inc. completed the public improvements and the City is ready to accept the improvements;

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on November 13, 2024, the following:

1. The City Council accepts the completed required public improvements and as part of the City maintained road system, subject to the conditions of the Subdivision Improvement Agreements for Tract 32206; and
2. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Riverside County Recorder; and
3. The City Engineer is authorized to release the securities identified in the Subdivision Improvement Agreement.

PASSED, APPROVED, AND ADOPTED this 13th day of November, 2024.

_____
Bridgette Moore
Mayor

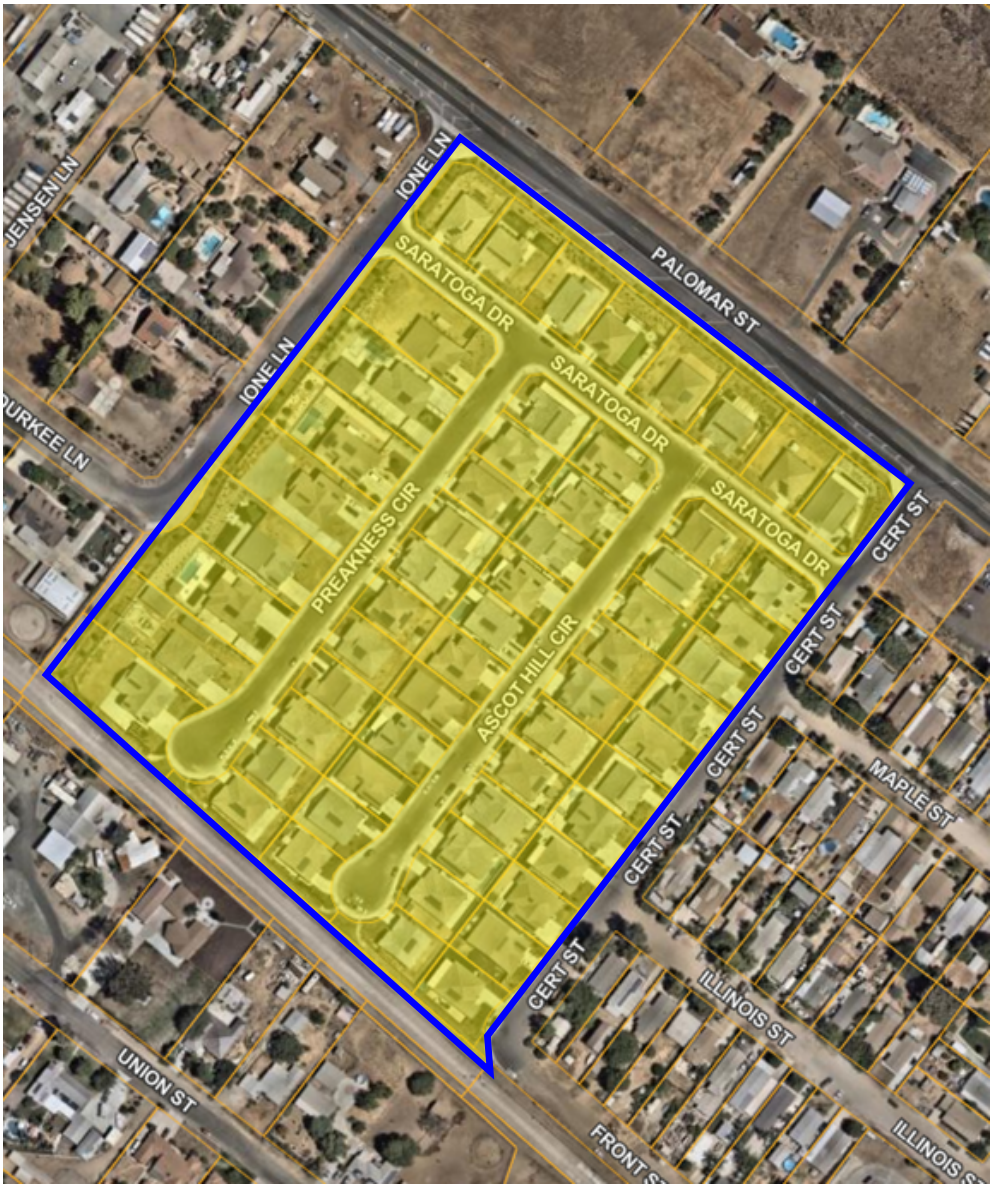
APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT A
(Site Location Map for Tract 32206)



Aerial Image of
TR 32206 Project
(highlighted in yellow)

2016-0098242
ORIGINAL

449/80

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 5 SHEETS

TRACT NO. 32206

BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

VSL ENGINEERING

JANUARY, 2016

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "F", INCLUSIVE. THE DEDICATIONS ARE FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG PALOMAR STREET AND IONE LANE. THE OWNERS OF LOTS LOTS 1 THROUGH 8, INCLUSIVE, AND LOTS 53 THROUGH 58, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ALSO EXCEPTING 6, 10' ACCESS OPENINGS, ONE EACH FOR LOTS 53 THROUGH 58, INCLUSIVE, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
THE DRAINAGE AND PUBLIC UTILITY EASEMENTS LYING WITHIN LOTS 56 THROUGH 60, INCLUSIVE, THE DRAINAGE EASEMENT WITHIN LOTS 41 AND 42, AND THE DRAINAGE AND PUBLIC UTILITY EASEMENT WITHIN LOTS 19 AND 20, AS SHOWN HEREON. THE DEDICATIONS ARE FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
THE 10' WIDE COMMUNITY TRAIL EASEMENT LYING WITHIN LOTS 58, 59 AND 60 AND THE 2.50' WIDE COMMUNITY TRAIL EASEMENT WITHIN LOT 1 AND LOTS 53 THROUGH 58, INCLUSIVE, AS SHOWN HEREON. THE DEDICATIONS ARE FOR TRAIL PURPOSES IN FAVOR OF THE CITY OF WILDOMAR.

WILDOMAR LAND LLC
A California Limited Liability Company
By: Redlands Service Corporation of Nevada
Its: Manager

By: Timothy K. Whetsell
Name: Timothy K. Whetsell
Title: President

By: Kathleen Karahalios
Name: Kathleen Karahalios
Title: Secretary

NOTARY ACKNOWLEDGEMENT

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 FEBRUARY 4, 2016 BEFORE ME, E.R. WOOD,
NOTARY PUBLIC, PERSONALLY APPEARED TIMOTHY K. WHETSELL, KATHLEEN KARAHALIOS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE~~/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER~~/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE E.R. Wood (SEAL)
E.R. WOOD

MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE COUNTY.

MY COMMISSION NUMBER: 2110695.
EXPIRES: 5/9/2019.

E. R. WOOD
COMM. # 2110695
NOTARY PUBLIC-CALIFORNIA
COUNTY OF RIVERSIDE
My Comm. Expires MAY 9, 2019

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 9,800.00.

DATE: 2 · 8, 20 16.

DON KENT
COUNTY TAX COLLECTOR
BY: Natalie Reboar, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 9,800.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: 2 · 8, 20 16

CASH TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: Natalie Reboar, DEPUTY

NOTARY ACKNOWLEDGEMENT

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 _____ BEFORE ME, _____,
NOTARY PUBLIC, PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER: _____.
EXPIRES: _____.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WILDOMAR LAND LLC IN OCTOBER, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: FEB. 03, 2016

William. T. Smith
L.S. 7910
EXP. 12/31/17

PROFESSIONAL LAND SURVEYOR
Wm. T. Smith
EXP. 12/31/17
No. 7910
STATE OF CALIFORNIA

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED OCTOBER 2, 1989 AS INSTRUMENT NO. 340634, OFFICIAL RECORDS, RIVERSIDE COUNTY.

RECORDER'S STATEMENT

FILED THIS 14th DAY OF March, 2016,
AT 1:59 P.M. IN BOOK 449 OF MAPS, AT PAGES 80-84
AT THE REQUEST OF THE CLERK OF THE BOARD.

NO. 2016-0098242
FEE $18.00

LARRY W. WARD
ASSESSOR – COUNTY CLERK – RECORDER

BY: Sophia Gomez, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 32206 AS FILED, AMENDED, AND APPROVED BY THE CITY OF WILDOMAR ON JULY 1, 2009, THE EXPIRATION DATE BEING APRIL 19, 2016.

DATE: FEBRUARY 10, 2016

DANIEL A. YORK, CITY ENGINEER
R.C.E. 43212
EXP. 03/31/2016

REGISTERED PROFESSIONAL ENGINEER
Daniel A. York
No. 43212
Exp. 03-31-16
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: FEBRUARY 10, 2016

DANIEL A. YORK, CITY ENGINEER
L.S. 7962
EXP. 03/31/2016

PROFESSIONAL LAND SURVEYOR
Daniel A. York
EXP. 03/31/16
No. 7962
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF WILDOMAR, STATE OF CALIFORNIA, BY IT'S CITY CLERK, HEREBY APPROVES THE TRACT MAP NO. 32206 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE DEDICATION OF THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE DEDICATION OF ABUTTER'S RIGHTS IS HEREBY ACCEPTED.

THE DEDICATION OF THE COMMUNITY TRAIL EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

DATE: MARCH 1, 2016

BY: Debbie A. Lee
DEBBIE A. LEE, CITY CLERK
CITY OF WILDOMAR

INDEX PURPOSES ONLY SEC. 34, T6S, R4W SCHEDULE "A"

2016-0098242 ORIGINAL

449/81

SHEET 2 OF 5 SHEETS

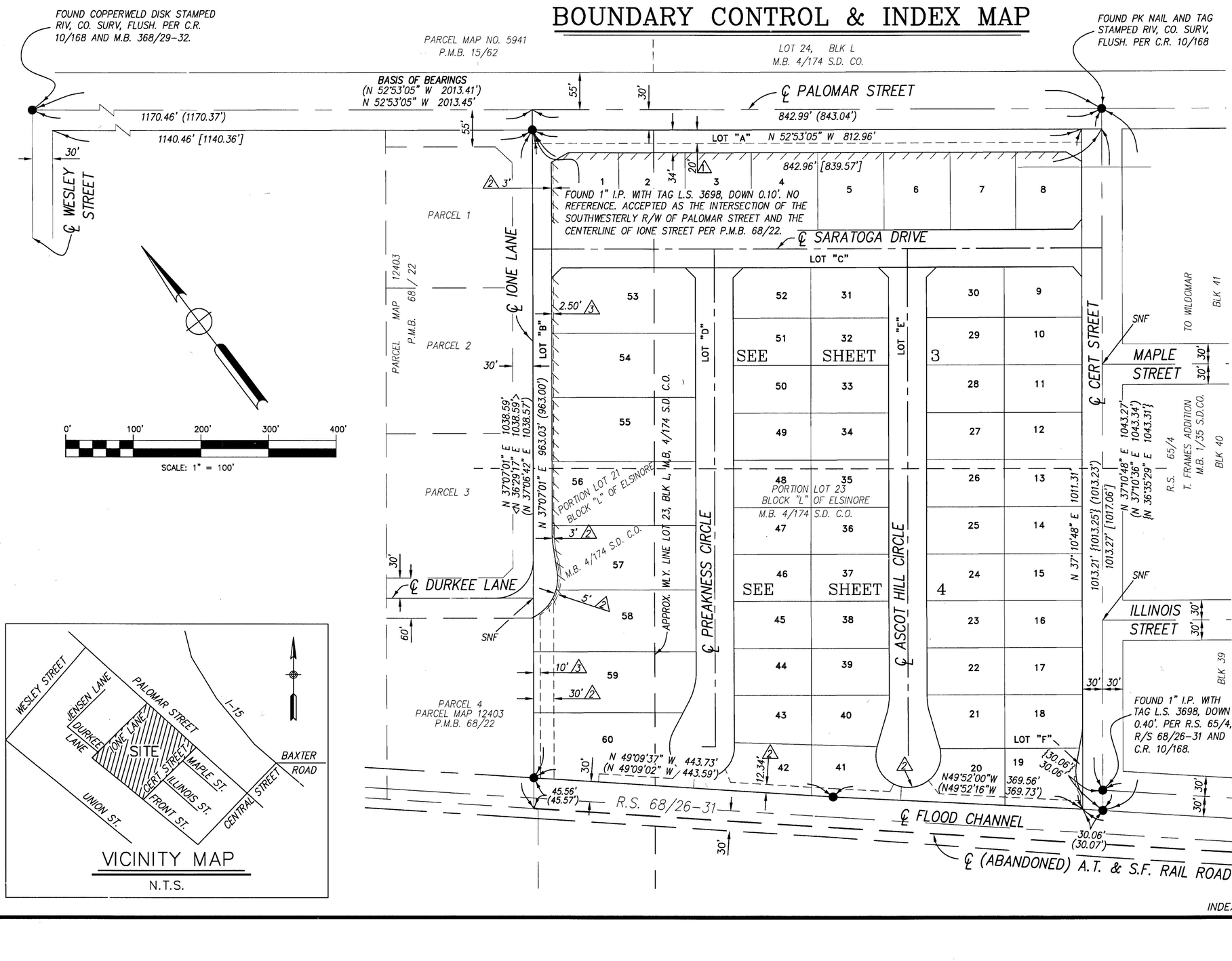
IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 32206

BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

VSL ENGINEERING — JANUARY, 2016

BOUNDARY CONTROL & INDEX MAP



VICINITY MAP

N.T.S.

SURVEYOR'S NOTES

1. THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF PALOMAR STREET PER RECORD OF SURVEY FILED IN BOOK 68, PAGES 26 THROUGH 31, INCLUSIVE, OF RECORD OF SURVEY'S. BEING N 52°53'05" W
2. ○ INDICATES SET 1" I.P., FLUSH, W/PLASTIC PLUG STAMPED "LS 7910" UNLESS NOTED OTHERWISE.
3. ● INDICATES FOUND 3/4" I.P. WITH TAG "R.C.F.C.&W.C.D., FLUSH, PER R.S. 68/26-31 & C.R. 10/166, UNLESS NOTED OTHERWISE.
4. SET LEAD AND TAG "LS 7910" IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") ON SIDE LOT LINES PROJECTED.
5. CENTERLINE TIE SHEETS WILL BE FILED WITH THE COUNTY SURVEYOR AS CORNER RECORDS AND A COPY OF SAID CORNER RECORD/CENTERLINE TIE SHEETS WILL BE SUBMITTED TO THE CITY ENGINEERING DEPARTMENT WITHIN 90 DAYS OF ACCEPTANCE OF STREET IMPROVEMENTS.
6. SET A 1" IP WITH TAG, "LS 7910" FLUSH AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
7. ( ) INDICATES RECORD DATA PER R.S. 68/26-31.
8. { } INDICATES RECORD DATA PER R.S. 65/4.
9. [ ] INDICATES RECORD DATA PER CORPORATION GRANT DEED RECORDED 8/19/09 AS INST. NO. 2009-0431651, O.R.
10. < > INDICATES RECORD DATA PER PARCEL MAP NO. 12403, P.M. 68/22.
11. (R) INDICATES RADIAL BEARING
12. ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.10
13. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
14. THIS TRACT CONTAINS 18.43 ACRES, GROSS AND 60 NUMBERED LOTS.
15. ⌇⌇⌇⌇ INDICATES ABUTTERS RIGHTS OF ACCESS, DEDICATED HEREON.
16. SNF INDICATES SEARCHED, NOTHING FOUND.

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

ENVIRONMENTAL CONSTRAINT NOTE:

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE CITY OF WILDOMAR IN E.C.S. BOOK 2016, PAGE 1. THIS AFFECTS ALL LOTS.

EASEMENT NOTES

1. AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, PER DOCUMENT RECORDED 10/02/89 AS INST. NO. 340634, OFFICIAL RECORDS, RIVERSIDE COUNTY.
2. DRAINAGE AND PUBLIC UTILITY EASEMENTS DEDICATED HEREON. NO BUILDINGS, OBSTRUCTIONS, OR ENCROACHMENTS BY LANDFILLS ARE ALLOWED.
3. COMMUNITY TRAIL EASEMENT DEDICATED HEREON.

INDEX PURPOSES ONLY SEC. 34, T6S, R4W SCHEDULE "A"

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 32206

BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

0' 50' 100' 150' 200'

SCALE: 1" = 50'

VSL ENGINEERING

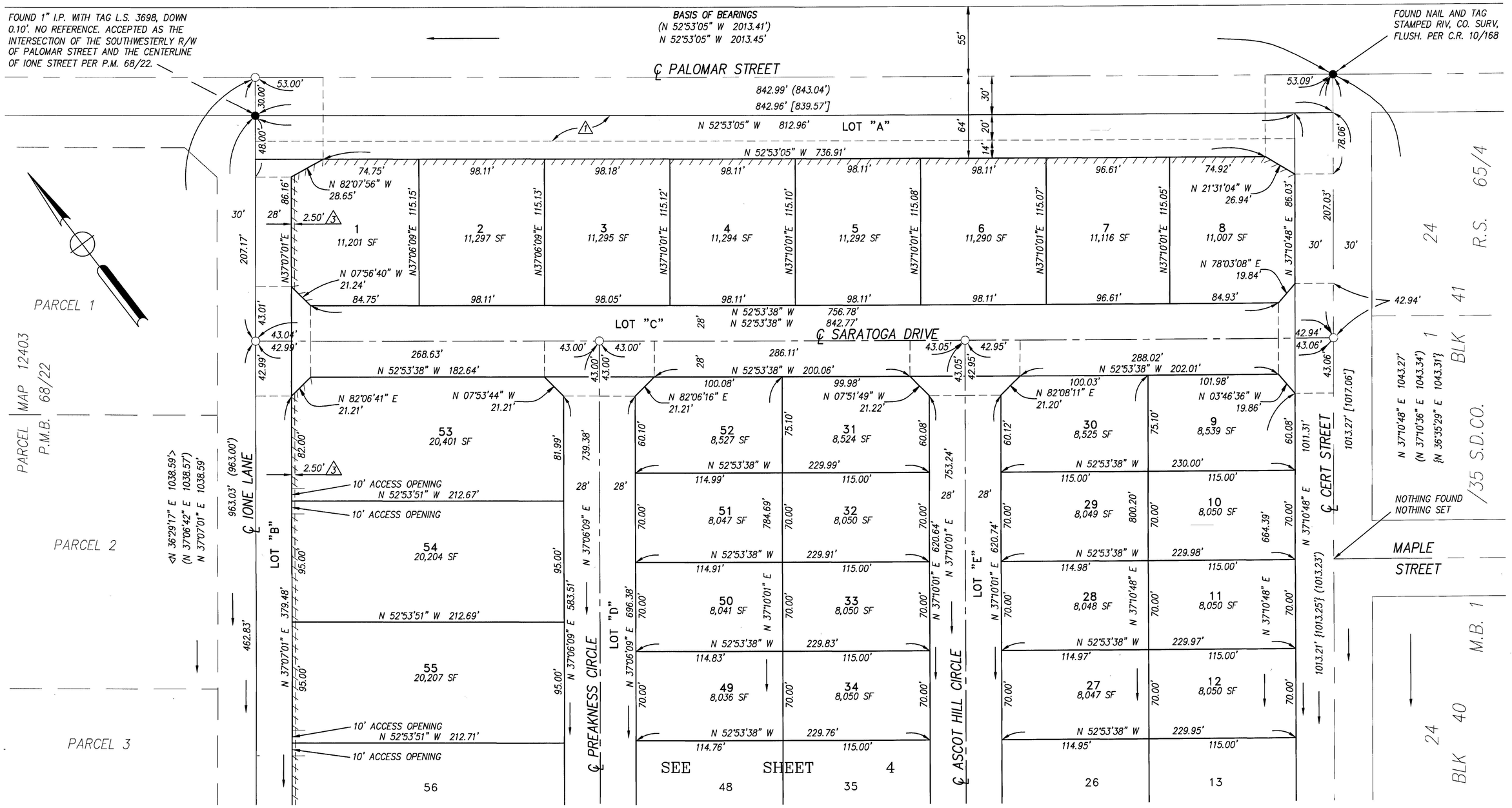
JANUARY, 2016

SURVEYOR'S NOTES

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2



INDEX PURPOSES ONLY SEC. 34, T6S, R4W SCHEDULE "A"

2016-0098242
ORIGINAL

449/83

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 32206

BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

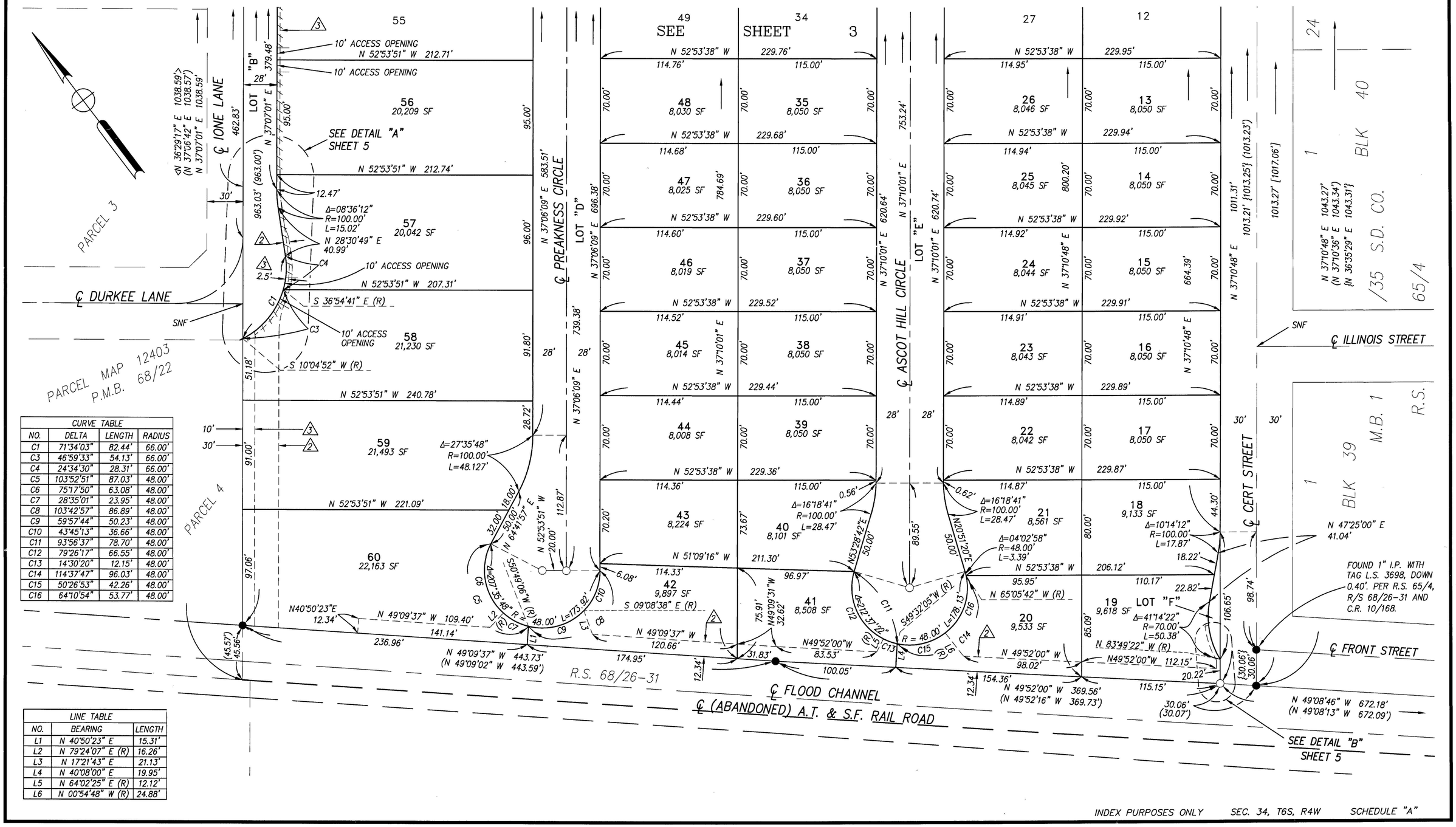
0' 50' 100' 150' 200'

SCALE: 1" = 50'

VSL ENGINEERING — **JANUARY, 2016**

SURVEYOR'S NOTES
SEE SHEET 2

EASEMENT NOTES
SEE SHEET 2



CURVE TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	71°34'03"	82.44'	66.00'
C3	46°59'33"	54.13'	66.00'
C4	24°34'30"	28.31'	66.00'
C5	103°52'51"	87.03'	48.00'
C6	75°17'50"	63.08'	48.00'
C7	28°35'01"	23.95'	48.00'
C8	103°42'57"	86.89'	48.00'
C9	59°57'44"	50.23'	48.00'
C10	43°45'13"	36.66'	48.00'
C11	93°56'37"	78.70'	48.00'
C12	79°26'17"	66.55'	48.00'
C13	14°30'20"	12.15'	48.00'
C14	114°37'47"	96.03'	48.00'
C15	50°26'53"	42.26'	48.00'
C16	64°10'54"	53.77'	48.00'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 40°50'23" E	15.31'
L2	N 79°24'07" E (R)	16.26'
L3	N 17°21'43" E	21.13'
L4	N 40°08'00" E	19.95'
L5	N 64°02'25" E (R)	12.12'
L6	N 00°54'48" W (R)	24.88'

INDEX PURPOSES ONLY SEC. 34, T6S, R4W SCHEDULE "A"

2016-0098242 ORIGINAL 449/84

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 32206

BEING A SUBDIVISION OF A PORTION OF LOTS 21 AND 23 OF BLOCK "L", OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN THE RANCHO LA LAGUNA.

VSL ENGINEERING

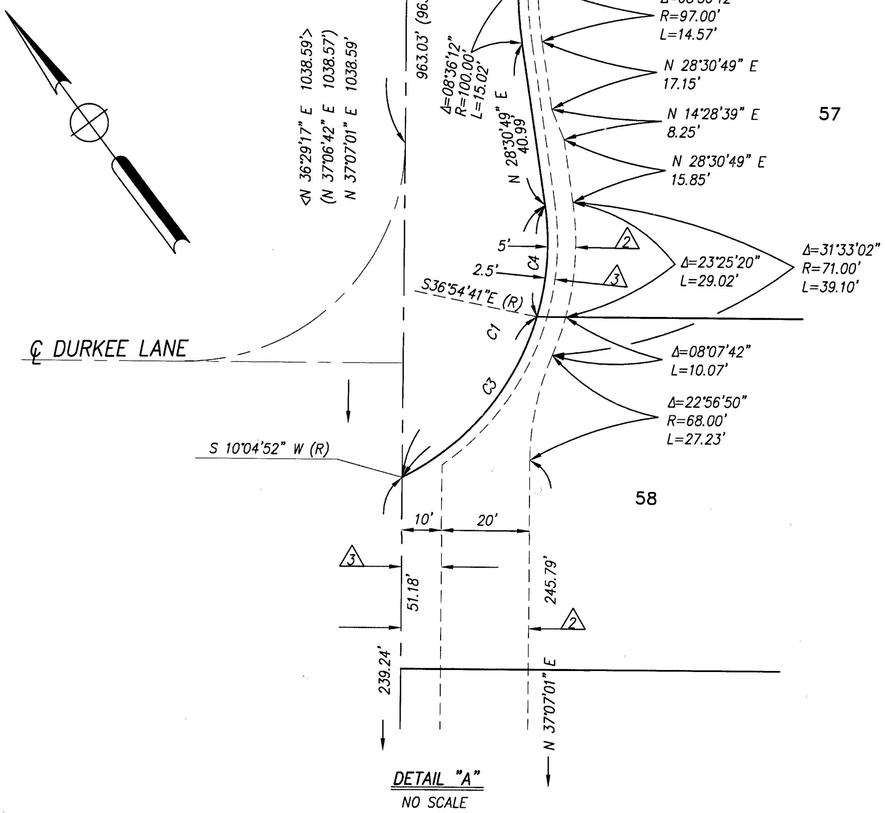
JANUARY, 2016

SURVEYOR'S NOTES

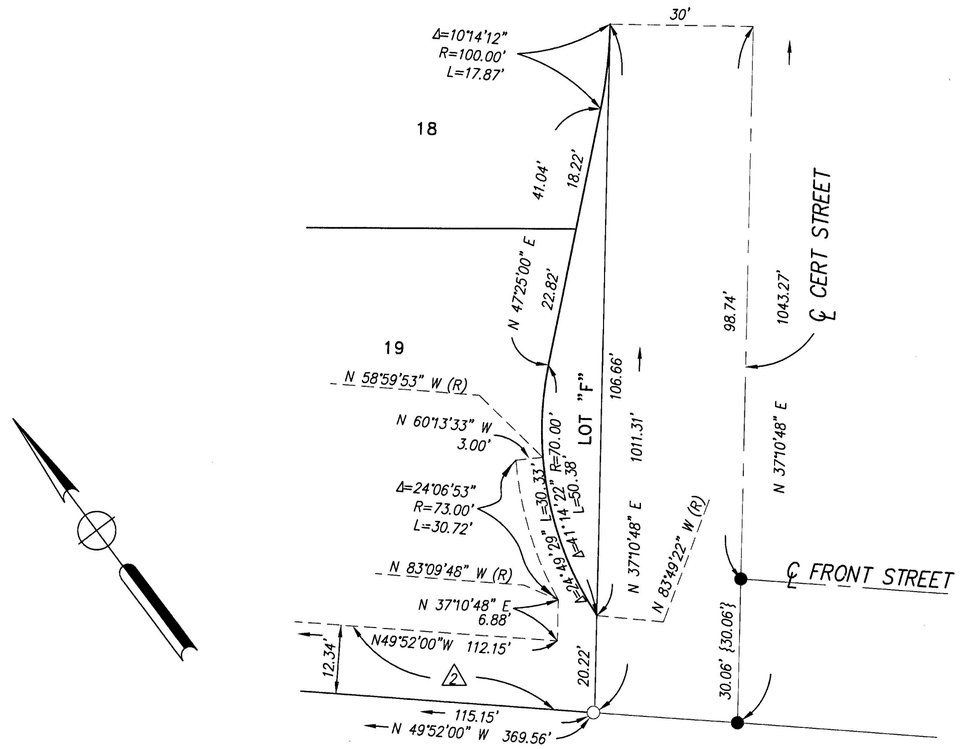
SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2



DETAIL "A"
NO SCALE



DETAIL "B"
NO SCALE

INDEX PURPOSES ONLY SEC. 34, T6S, R4W SCHEDULE "A"

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: November 13, 2024

SUBJECT: Service Agreement with Allied Universal Janitorial Services for Janitorial Services to City Facilities

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
Authorize the City Manager to execute the services agreement between the City of Wildomar and Allied Janitorial Services and waive any informality or irregularity in the bid.

SUMMARY:
Award a services agreement for Janitorial Services for City Facilities which will consolidate all janitorial services provided to the city under one agreement. This agreement is for a one year term.

BACKGROUND:
Throughout the years, the City of Wildomar has contracted janitorial services to maintain city occupied suites and city owned park. During the time span as a tenant in the City Hall location, the property owner had provided day porter services for the building restrooms and common areas and a separate vendor for exterior maintenance. As part of the purchase of the city hall building, a post-closing maintenance agreement was created that allowed provisions for the seller to continue services to the property after the closing of the sale to allow the City to enter into its own agreements for several facility maintenance services. Most recently, the term within the agreement for janitorial services at city parks has concluded and allowed an opportunity for the city to consolidate the three services, suite maintenance, parks services, and day porter services, into one agreement. Furthermore, with the recent hire of multiple maintenance staff within the community services department, this will also allow for services to be added to the Wildomar Cemetery District office and restroom.

DISCUSSION:
In accordance with the city's procurement process for contract services, a solicitation through a request for proposals was published on September 23, 2024 and attached to this staff report as attachment A. The term of the agreement is for 1-year with two (2) additional 1-year extensions to commence begin January 1,2025. Advertised in the request for proposal was that during the term of the agreement, the City does plan on conducting Tenant improvements at the City Hall location. Bids were accepted until 3:00pm on October 21, 2024. The City Clerk received seven (7) bids, as summarized in table below:

CONTRACTOR
A&A Maintenance
Allied Universal Janitorial Services
CBM, Inc

HomeSmiles Inc
Priority Building Services
Santa Fe Janitorial Maintenance Services Inc
Squeaky Clean Vets LLC

City staff had estimated that the current cost of the all services, including those billed through the prior building owner, was $113,000.00. There is no historic information for the cost of services to the Wildomar Cemetery facility. Staff has reviewed the submitted bids from the solicited request and have determined that Allied Universal Janitorial Services is the responsible bidder submitting the lowest responsive bid. Allied Universal Janitorial Services had submitted a bid for $131,632.15 and attached to this staff report as attachment C. There was an informality to the bid, similar to other received, Allied did not attach Addendum No. 1 to their Bid; attachment B. Staff recommends council to waive this informality. The contractor has indicated they have 58 years of experience in the nature of work.

The contract is attachment D to this report and staff. In the service agreement under Exhibit B, "Compensation," staff has requested to around up for cost of supplies to each location, additional expenditures for possible emergency callout and estimated cost for janitorial services for calendar year 2025 special event. The request has placed the not exceed amount of the agreement to $140,322.04. Staff recommends the City Council to authorize the City Manager to execute service agreement with Allied Universal Janitorial Services.

FISCAL IMPACT:
The requested services will be funded through the G eneral Fund community services and non-departmental, Parks Measure Z, and Cemetery budget allocations under contractual services for 6-months in Fiscal Year 24/25 and 6-months Fiscal Year 25/26.

- City Hall (Fund 100) = $69,483.60 *estimated 18% increase*
- Special Events (Fund 100) = $2,400.00
- Measure Z (Fund 690) = $57,437.32 *estimated 4% increase*
- Cemetery (Fund 300) = $9,101.12

The $1,900.00 for callouts will be divided to cover the six services location ($316.66)

ACCOUNT CODE:
General Fund

- 100-4610-52115
- 100-4800-52115

Measure Z

- 690-4611-52115
- 690-4612-52115
- 690-4613-52115
- 690-4614-52115

Cemetery

- 300-4725-52115

ATTACHMENTS:
A - Request for Proposal Document_Janitorial Services for City Facilities
B - Addendum No.1 for Janitorial Services for City Facilities
C - Allied Universal Janitorial Services

REQUEST FOR PROPOSALS

JANITORIAL SERVICES FOR CITY FACILITIES

City of Wildomar
Community Services Department
23873 Clinton Keith Rd., Suite. 110
Wildomar, CA 92595
dtorres@cityofwildomar.org
(951) 677-7751

Bids Due: 3:00 PM on Monday, October 21, 2024
At the City Clerk's Office, Wildomar City Hall
23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

Mandatory Site Tour: 10:00 AM on Friday, October 04, 2024
Wildomar City Hall
23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595
Wildomar Cemetery
21400 Palomar Street Wildomar CA 92595
Marna O'Brien Park
20505 Palomar Street Wildomar Street CA 92595

Questions and inquiries may be submitted in writing via e-mail until 5:00 pm on Tuesday, October 08, 2024, via PlanetBids.

PART I – BIDDING REQUIREMENTS
Section A - Invitation to Bid

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the City Clerk, located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595 until **3:00 pm** local time on **Monday, October 21, 2024,** for furnishing all labor, material (city option), tax, transportation, equipment, and services necessary for the:

Janitorial Services for City Facilities

Questions and inquires may be submitted in writing via PlanetBids until **5:00 pm on Tuesday, October 08, 2024** at https://vendors.planetbids.com/portal/66534/portal-home. Responses will be made available to all bidders as an addendum by **Thursday, October 10, 2024**.

A-1 Description of Work

The City of Wildomar is requesting qualified Service Providers to submit proposals including a pricing schedule providing janitorial services according to the City's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facility Janitorial Services in the City of Wildomar, in accordance with the specifications and conditions specified in the Request for Proposal issued by the City of Wildomar.

The proposed work shall consist of the following:

1. City parks maintenance to include the removal and replacement of trash receptacle liners, the removal of all debris throughout each park site, pressure washing of site assets, disinfecting and cleaning of restroom facilities.
    a. Marna O'Brien Park – 20505 Palomar Street
        i. Serviced twice daily
    b. Regency Heritage Park – 21700 Autum Oak Place
    c. Windsong Park – 35459 Prairie Road
    d. Malaga Park – 32038 Mission Trail
2. Cemetery office building carpeted floors maintenance, cubical and desk disinfecting, restroom disinfecting and cleaning.
    a. Wildomar Cemetery District – 21400 Palomar Street
3. City Hall Facility janitorial services consist of day porter services, suite, corridors, lobby, and restrooms maintenance.
    a. Wildomar City Hall – 23873 Clinton Keith Road
4. Special Event Janitorial Services are for onsite janitorial personnel during city events held throughout the year at various locations.

Term of the agreement will be for one (1) year with the option to renew for two (2) additional one (1) year extensions. Renewals will be by mutual agreements requested in writing and based on an evaluation.

Agreement terms are to begin on Tuesday, January 01, 2025. Parks services are to begin on Tuesday, January 1, 2025, with City Hall and Cemetery services will begin Wednesday, January 2, 2025.

During the term of the agreement, the City does plan on conducting Tenant improvements at the City Hall location. Although the square footage of the building will not change and suites square footage will not change, the layout of each suite will change to accommodate city departments.

A-2 Obtaining Documents

Project documents may be downloaded from PlanetBids (https://vendors.planetbids.com/portal/66534/portal-home), from the City of Wildomar Website (https://www.cityofwildomar.org/223/RFPs-RFQs)

A-3 RFP Calendar

RFP Calendar	
Monday, September 23, 2024	RFP Release Date
Friday, October 04, 2024	Manadory Site Visit
Tuesday, October 08, 2024	Question and Inquiries Due
Thursday, October 10, 2024	Adendum Release
Monday, October 21, 2024	Bid Due Date
Tuesday, Ocotber 29, 2024	Staff Report Due Date
Wednesday, November 13, 2024	Presentation to City Council
Monday, December 09, 2024	Premaintenance Conference
Tuesday, Janurary 01, 2025	Park Maintenance Start Date
Wednesday, January 02, 2025	City Hall and Cemetery Services Start Date

A-4 Site Invitation

Prospective bidders are encouraged to visit and fully acquaint themselves with the listed facilities and current conditions so they may understand all factors involved in the execution of these services. The date of **Friday, October 04, 2024, at 10:00** am has been established as a start time for the mandatory site visit time where access to closed areas of the city facilities will be available. The address for the Wildomar City Hall is 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595 will be used as the starting location of the site tour. Bidders must contact the Facilities Contract Specialist at (951) 677-7751 ext. 8218 to indicate their attendance at this site visit. **No questions will be addressed at this visit.**

A-5 Submission of Proposals

All proposals must be submitted no later than the time prescribed. The bidder is wholly responsible for seeing that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening bids.

Each bid must conform to and be responsive to this notice and shall be made on the official bidding documents forms furnished with the contract documents.

Hand delivered bids on the day of the bid opening shall be made to the City Clerk at the address set forth above. Mailed bids must be received by the City prior to the hour and date of the bid opening and shall be addressed to the City Clerk at the address set forth above.

A-6 Award

The award shall be made to the lowest responsible bidder submitting the lowest responsive bid. The award of Contract will be made by the City Council. The Contractor shall execute the Contract within ten (10) days after he/she has received the Contract from the City.

The City reserves the right to waive any irregularity(ies) in the submitted proposals. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

A-7 Rejection of Bids

The City reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the bidding documents may be rejected. Any bidder who does not possess the required licensing classification or the necessary qualifications and prior experience may be determined nonresponsive. The City reserves the right to make all awards in the best interest of the City.

A-8 Disqualification of Bidder

If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered, and the City may likewise elect to reject all bids received.

A-9 Relief of Bidder

Attention is directed to the provisions of Public Contracts Code section 5101 and following, concerning relief of bidders and in particular to the requirements therein that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail (1) the nature of the claimed mistake, (2) how the mistake occurred, (3) a description of how the claimed mistake impacts the bidder, and (4) an explanation of any and all reasons why the bidder should be granted relief.

A-10 Prevailing Wages

Bidders are hereby notified that the California Department of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful bidder. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the specified rates to laborers and workmen employed by them in the execution of the Contract.

Section B – Instruction to Bidders

B-1 Introduction

Each bid shall be in accordance with the Bidding Documents. The Invitation to Bid will specify the method to obtain the Bidding Documents.

B-2 Submission of Bids

All Bids must be submitted no later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of fully completed bidding and contract documents. Each Bid must be submitted in a sealed envelope addressed to the City Clerk and designated as a Bid bearing the name of the bidder and name of the project. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification will result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place as specified in the Invitation to Bid, unless changed by addendum.

B-3 Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid will render it unresponsive and will cause its rejection. If erasures, interlineations, or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid will be considered

B-4 Licensing Requirements for Contractors

All bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work.

B-5 Interpretation of Contract Documents

Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids.

B-6 List of Subcontractors

Subcontracting is not allowed without the prior written consent of the City. If subcontracting is allowed, all requirements and provisions of the contract, including a list of employees, must be met. Any substitutions for subcontractors or their professional staff can only be made with the prior written consent of the City.

B-7 Modification of Bids

A bidder may modify their Bid by written communication provided such communication is received by the City prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened

B-8 Withdrawal of Bids

Bids may be withdrawn without prejudice by written, telegraphic or electronic request received from bidder prior to the time for opening of Bids. Bids withdrawn will be returned to bidders unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids. Negligence on the part of the bidder preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids.

B-9 Discrepancies

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

B-10 Disqualification of Bidder

More than one Bid from an individual, firm, partnership, or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

B-11 Award of Contract (Agreement)

The City reserves the right to accept or reject any and all Bids for a period of sixty (60) days after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during that period.

The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form, below, require a bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if it is awarded, will be to the responsible bidder submitting the lowest responsive bid.

The issuance by the City of a notice to the successful bidder of the award of the Contract ("Notice of Award") shall be deemed the Award of Contract.

B-12 Execution of Contract

The successful bidder will be notified in writing by the City of the award of the Contract. Accompanying the City's Notice of Award will be the Contract which the successful bidder will be required to execute and return, together with the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate, to the City within ten (10) days following receipt of such Notice of Award. The City will promptly determine whether such Contract, and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable insurance, the City may award the Contract to the then next lowest responsible bidder, etc. The successful bidder shall also submit within ten (10) working days from the Notice of Award all material specifications and other project submittals to the City.

B-13 Premaintenance Conference

A premaintenance conference will be convened after the Contractor has delivered the necessary insurance certificates and signed agreement in proper form as required in the invitation to bid, bid proposal and general conditions of these specifications. Prior to any work, the Contractor shall provide the City with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the premaintenance conference.

PART II – BIDDING DOCUMENTS
Section A – Bidder Checklist

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City of Wildomar reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of bidder's Experience/Qualifications and past work history with the City.

The bidders' attention is especially drawn to the following Bid Proposal Forms which must be executed in full as required.

A-1 Bid Schedule

Bid Schedule
The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: _____ Date: _____

A-2 Requirements for Supplies

Understand and signed the City may option the request for the selected service provide to supply all material. If option is requested Bidder is fulfill requirement according to SB1383 for the procurement of recycled paper products and supplies.

Initial: _____ Date: _____

A-3 Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-4 Experience/ Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-5 Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-6 Insurance Requirements

The Insurance Section and Exhibit C of the Agreement for Services for this request have been read and understood.

Initial: _____ Date: _____

A-7 Mandatory Site Inspection

The bidder certifies that they have toured the project site and are familiar with the work involved.

Initial: _____ Date: _____

A-8 Completion

The City makes no representations or guarantee as to the means or method of the manner of completing the work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial: _____ Date: _____

A-9 Addenda

The bidder acknowledges that they must sign and attach any applicable addenda to the bid proposal.

Initial: _____ Date: _____

Section B – Requirements for Supplies

The City is currently exploring providing the needed paper products for the city facilities. The determination will be made prior to the premaintenance conference. Bidder is to include the option in provided bid fee schedule. Should the city use this option, the bidder is required to provided supplies that meet the SB 1383 criteria.

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    a. Written documentation from the product vendor certifying:
        i. The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
3. These minimum postconsumer recycled content fiber requirements are required when:
    a. Available at no greater cost than nonrecycled products, and
    b. Fitness and quality are equal to nonrecycled products.

Bidders Signature: _____

(Same Signature as on Proposal)

Section C – Bid Schedule

The following schedule are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Community Services Director and/or the Facility Contract Specialist.

Facility/ Request	Monthly cost	Yearly Cost
CITY HALL		
Day Portor Services		
Corridors and Common Areas		
Exterior Building Maintenance		
Restrooms		
Material Cost		
Non-Business Hour Services		
Suite Maintenance		
Windows		
Carpet Shampoo		
Material Cost		
Exterior Pressure Washing		
Sidewalk, Benches, Trash Containers		
Material Cost		
TOTAL		

Facility/ Request	Monthly cost	Yearly Cost
WILDOMAR CEMETERY		
Office Building		
Maintenance Garage Restroom		
Material Cost		
TOTAL		

Facility/ Request	Monthly cost	Yearly Cost
CITY PARKS		
Marna O'Brien Park		
Primary Janitorial Services		
Secondary Services		
Pressure Washing		
Regency Heritage Park		
Primary Janitorial Services		
Pressure Washing		
Windsong Park		
Primary Janitorial Services		
Pressure Washing		
Malaga Park		
Primary Janitorial Services		
Pressure Washing		
Material Cost for Parks		
TOTAL		
MATERIAL MARK UP RATE (%)		

TOTAL BID PRICE IN WORDS:

_____

_____

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE, as calculated from Unit Prices.

Contractor's Name (Printed): _____

Bidders Signature: _____
(Same Signature as on Proposal)

Bidders Name (Printed): _____

Bidders Title: _____

Date: _____

Section D – Non-Collusion Affidavit

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of _____, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): _____

Bidders Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): _____

Bidders Title: _____

Date: _____

Subscribed and sworn to before me

this ____ day of _____, 2021.

_____
Signature of Notary Public

Section F – Experience/ Qualifications

The bidder has been engaged in the contracting business under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

List all California construction or other professional license numbers, classifications and expiration dates held by your firm:

License Number	Classification	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

List your firm's DIR Public Works Contractor (PWCR) Registration Number(s), PWCR Number Entity Name, and Expiration Date

PWCR Number	Entity Name	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

If any of your firm's license(s) are held in the name of a corporation, limited liability company, or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

License Number	Qualifying Individual	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

_____

_____

_____

Section G – Designation of Subcontractors

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR				PORTION OF WORK	% of total Bid Amount	Portion of Total Bid Amount ($)
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				

PART III – SPECIFICATIONS FOR JANITORIAL SERVICES
Section A – General Provisions

Specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building shall be included as though written into these Specifications.

Contractor is advised that City facilities are frequently used for citywide meetings and special events, etc. and shall require additional services. Therefore, the Contractor shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. Contractor will be notified of the scheduling by the Facility Contract Specialist.

Contractor shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 32202 General Industry Safety Orders.

Contractor will be required to provide SDS sheets for every chemical utilized by their employees at the City Facilities.

Uniform is defined as a clean, long or short-sleeved (no sleeveless, or tanks tops) shirt with collar, worn with pants (no mid-calf, or short pants), with the company name on the shirt. All uniforms are to be of same color. Contractor is responsible for all uniforms and attire worn by custodial staff.

Contractor issued photo identification cards are to be worn on the uniform while each employee is working in any City facility.

Contractor will be required to implement a time tracking system for all janitorial employees with facility-specific time stamping. It is the contractor’s responsibility to select, purchase, and maintain the time-tracking system.

The Contractor is allowed to drive company vehicles in the Parks. All vehicles must be driven on designated paths of travel only. Vehicles are not allowed to be driven on turf or landscaping.

At least one worker per crew shall be fluent in English. (speak, read and understand English).

The Contractor shall be responsible for instructing employees in utility conservation practices and shall operate in such a manner that precludes the waste of utilities. All lights and water must be turned off upon completion of daily services.

The disposal of all water and chemicals are to be properly drained into city designated drains. Mop buckets and chemicals are not to be emptied on sidewalk or planters.

This contract is overseen by the city's Facility Contract Specialist. All correspondence regarding these requested services shall be made directed to this member of city staff.

No key issued to the Contractor by the City shall be duplicated. The Contractor shall develop procedures covering key control that will be included in their Quality Control plan.

Section B – Scope of Services

B-1 Entrances, Lobbies, and Corridors

1. Daily
    - **a.** Sweep bare floors and vacuum carpeted floor areas. Disinfect and polish metal doorknobs, push bars, kick plates, railings and other metal surfaces. Clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor.
    - **b.** Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture or behind doors. Carpets shall be clean and free from dust balls, dirt and other debris.
    - **c.** Metal surfaces shall be free of smears, stains and finger marks. They shall be clean and bright and polished to a uniform luster.
    - **d.** Smudges, marks or spots shall have been removed without causing unsightly discoloration. There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
    - **e.** Damp mop and spray buff all hard and resilient floors. Floors shall be free of streaks, mop strands marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.
    - **f.** Clean both sides of entrance door glass and glass surrounding entrance doors within reach. All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.
2. Monthly
    - **a.** All grout lines shall be clean and free of stains and discoloration.
    - **b.** Wash the interior windows in these areas.
3. Quarterly
    - **a.** Thresholds shall be clean and free of oil, grease, dirt and grime.
    - **b.** Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

c. Wash the exterior windows in these areas.

B-2 City Occupied Suites Cleaning

Includes all office areas, file rooms, conference rooms, kitchens / lunchrooms, locker rooms, Council Chambers, lounges, and the corridor space adjacent to these areas.

1. Daily

a. Empty wastebaskets and remove trash to designated disposal area. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Clean the areas used for the collection of solid wastes. Wash or steam clean all cans used for collection of food remnants, inside and out. No chemicals or cleaners shall be used without the prior written consent of the manager.

b. All recyclable waste disposed of in designated recycling bins throughout the buildings shall be collected and removed to an area designated by the City.

c. Thoroughly germ-clean kitchen and lunchroom floors including tables, chairs and counter tops with approved disinfectant.

d. All solid waste generated in the building shall be collected and removed to area designated for trash by the City.

e. Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

f. Clean interior of microwaves, sinks, ovens, stoves, refrigerators, and coffeepots.

g. Clean both sides of plate glass within the building. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall not be cloudy. Cleaners shall be non-abrasive and special care shall be taken so that glass treatments (tinting) shall not be scratched.

h. In office areas, file rooms, conference rooms, and lounge areas sweep floors, vacuum carpet and extend the sweep or vacuum to remove obvious dirt from around and under furniture. Remove gum from under desks and workstations. Carpet surfaces shall be free of obvious dirt, dust and other debris.

i. The term carpet or carpeting is intended to include wall-to-wall carpeting as well as room size rugs and area rugs.

j. Floor surfaces shall be free of obvious dirt or debris. Sweep with a chemically treated mop.

k. Available horizontal surfaces shall be free of obvious dust. Dust all blinds.

l. Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.

m. Carpet Spotting: Excessive buildup spillages or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of fizzing caused by harsh rubbing or brushing. Cleaned

areas shall blend with adjacent areas of carpeting. Spot cleaning shall be done according to manufacture recommendations.

n. Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area shall have a uniform luster.

B-3 Restroom

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

1. Daily

- **a.** Sweep and wet mop or scrub floors utilizing a cleaner - disinfectant.
- **b.** The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.
- **c.** Clean and sanitize all fixtures including metal and chrome surface - water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers and wall surfaces, utilizing a germicidal detergent solution.
- **d.** All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
- **e.** Empty waste receptacles, service/supplies, paper towel, soap, toilet paper and seat cover dispensers. Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.
- **f.** All supplies shall be provided and waste receptacles shall be emptied and sanitary napkin dispensers' emptied, cleaned, disinfected and new bags inserted.
- **g.** Smudges, marks or spots shall have been removed without causing unsightly discoloration. Wipe down high touch areas, such as, door handles, telephones, etc.
- **h.** There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- **i.** Contractor is required to plunge any water closets that are clogged to the best of their abilities. Contractor must alert the City of any water closets still clogged after unsuccessfully trying to unclog said water closet.

2. Weekly

a. Floors shall be free of streaks, mop-strand marks and skipped areas. All walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

b. Damp wiping the full surface area of all stall-partitions, doors, counter tops, shelves, and wastepaper receptacles utilizing a multipurpose germicidal cleaner without causing unsightly discoloration.

c. All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

d. Prime and treat floor drains with an approved liquid enzyme treatment to reduce odors and gas smells.

3. Monthly

a. Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards and other surfaces shall be free of residue.

b. All grout lines shall be free of all stains and discoloration.

4. Quarterly

a. Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuffmarks. There shall be no buildup in corners or crevices.

b. Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.

B-4 Drinking Fountains

1. Daily

a. The stainless-steel surface shall be clean and bright, and they shall be free of dust, spots, stains and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds etc.

B-5 Carpet Shampooing

1. Weekly

a. During the week, check and spot clean, corridors, lobbies, individual areas, conference rooms, and all other carpeted areas on the floors as needed. Spot clean as per manufacture recommendation.

2. Bi-Annually (Twice a Year)

a. Carpets in lobbies, entrances, elevator and corridor are to be shampooed during non-office hours.

B-6 Modular System Furniture and Upholstered Furniture

1. Monthly

a. Thoroughly vacuum to remove embedded dirt and dust.

b. Spot cleaning upholstered furniture with approved cleaner.

c. Do not read or remove any materials left on desks, file cabinets, etc.

d. Do not use computers or telephones for personal calls.
e. Do not open drawers, doors, etc. of office furniture.
f. Secure and check all doors and windows upon completion of cleaning operations and set security alarm system.

B-7 Interior Windows and Glass

1. Monthly
a. Wash interior building windows, including glass doors, and all plates around windows and glass.
b. Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

B-8 Exterior Windows

Exterior windows shall be cleaned during the following months:

- January
- April
- July
- October

B-9 High Cleaning

1. Monthly
a. Clean surfaces and objects in the buildings approximately 70 inches or more from the floor. This includes but is not limited to the wall and ceiling area, ventilation and air conditioning outlets, top of partitions, pictures, plaques, file cases, bookcases, light fixtures, window seals etc.

B-10 Elevator

1. Daily
a. Metal surfaces shall be free of smears, stains and finger marks. They shall be clean and bright and polished to a uniform luster.
b. The area is to be vacuum carpet to remove obvious dirt.

B-11 City Hall Exterior Maintenance

1. Daily
a. Removal of all litter along building perimeter and northeastern parking lot.
b. Trash receptacles to empties and liners replaced.
2. Monthly
a. Pressure washing of sidewalks and benches.

B-12 Pressure Washing of City Assets

Services include tasks and processes to ensure the city assets are cleaned and free of dirt and grim. Services are to be conducted with a hot water unit. Contractor shall provide equipment to transport water to each facility. City may provide water filling location upon advance scheduling with Facility Contract Specialist.

1. City Hall
    a. Site is be addressed monthly.
    b. Pressure Washing services shall address all sidewalks, benches and railings along the perimeter of building site.
2. Parks
    a. Services are to be provided monthly.
    b. Park Amenities to be addressed are, but not limited to: Picnic Tables, Steel Benches, Water Fountains, Playgrounds surfaces, Trash Cans, and Dog Bag Dispensers.
    c. Gazebo and surrounding concrete surfaces are to addressed as-needed and upon request from city staff.
    d. Pressure washing nozzles are to remain 10-12 inches away from any surface to prevent any damage of park amenities
3. On-Call Services
    a. On-call services shall available and billed separately from standard city services.
    b. On-call services are to include the removal of graffiti larger than 2 square feet of surface area.

B-13 Park Facilities

1. Trash Disposal
    a. Trash Receptacles: Remove/empty trash bags from receptacle, replace trash bags, and remove trash to a designated disposal area. *(Liners are to be replaced daily)*
        i. Marna O'Brien – 11 receptacles
        ii. Heritage Park – 5 receptacles
        iii. Windsong Park – 3 receptacles
        iv. Malaga Park – 2 receptacles
    b. Each site in its entirety should be inspected for litter. Litter and debris are to be removed from each location. All sidewalks, picnic areas, playgrounds, shrub gardens, basketball courts, parking lots, bleachers, benches, turf and structures are to be free of all litter and debris.
    c. All trash accumulated from all park locations is to be disposed of in the Marna O'Brien Park dumpster located at the southern parking lot entrance.
2. Recycling Receptacles
    a. Remove/empty recycling bags from receptacle, replace bags, and remove recyclables to a designated disposal area.
    b. All accumulated recycling bags are to be disposed of in the Marna O'Brien Park dumpster location at the southern parking lot entrance.
        i. Marna O'Brien Park – 3 receptacles
        ii. Heritage Park – 2 receptacles
        iii. Windsong Park – 1 receptacle

3. Picnic Shelters/ Gazebos
    a. Wipe down tables, sweep surrounding area, and dispose of the charcoal and clean the BBQ.
    b. Spot cleaning of concrete surfaces to be free of grim and dirt.
4. Drinking Fountains
    a. The stainless-steel surface shall be clean and bright, and they shall be free of dust, spots, stains and streaks
        i. Marna O'Brien Park – 3 fountain units
5. Dog Bag Dispensers
    a. Dispenser surface is be cleaned daily and free of any
    b. Dispensers are be refilled as needed.
    c. Bags are to be supplied by contractor and to be form fitting to dispenser.
        i. Marna O'Brien Park – 3 dispensers
        ii. Heritage Park – 2 dispensers
        iii. Windsong Park – 2 dispensers
6. Bleachers and Benches
    a. Area shall be cleaned daily to be free of dirt, litter including food debris and grim.
    b. Surfaces shall be wiped down.
7. Snack Bar and Building
    a. Roll Up doors shall be swiped down streak free
    b. Hard counters shall be swiped down daily and free of all dirt and grim.
    c. Sweep and wet mop or scrub interior floors utilizing a cleaner/ disinfectant weekly
    d. All stainless-steel surfaces disinfected utilizing a germicidal detergent solution.
8. Playgrounds
    a. Play structures are free debris and are to be blown free of all wood fiber material
    b. Slides are to be free of streak marks.
    c. Surrounding walkways are to be free of all litter, debris, and wood fiber.
    d. Graffiti is be removed with approved cleaners that will not damage surface of play equipment.
    e. Vandalism is to be reported to Facilities Contract Specialist.
9. Restrooms
    a. Sweep and wet mop or scrub floors utilizing a cleaner - disinfectant.
    b. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
    c. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present

an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

- **d.** Maintain all drains clean and clear of debris and grim.
- **e.** Clean and sanitize all fixtures including metal and chrome surface - water closets, urinals, washbasins.
- **f.** Supply and refill hand soap solution for all dispensers.
- **g.** Empty waste receptacles, service/supplies, paper towel, soap, toilet paper and seat cover dispensers. Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.
- **h.** Contractor is required to plunge any water closets that are clogged to the best of their abilities. Contractor must alert the city of any water closets still clogged after unsuccessfully trying to unclog said water closet.
- **i.** Weekly, all surfaces including ceilings should be cleared of dirt and debris.
- **j.** Monthly, all grout lines shall be free of all stains and discoloration.

10. Graffiti

- **a.** All graffiti is to be reported to the city's Facility Contract Specialist.
- **b.** Contractor will attempt to remove any graffiti within 2 square feet in size.

B-14 Special Events Janitorial Services

1. Provide onsite staff services during city sponsored events.

- **a.** Set up and breakdown of trash receptacles
- **b.** Removal and replacement of trash and liners during the event.
- **c.** Pick up litter and debris produced during the event.
- **d.** Porter services to restroom when applicable for the duration of the event.
    i. Restrooms are be checked every half hour to ensure cleanliness.
- **e.** Upon completion of event, walk thru of site removing all remaining debris and litter.
- **f.** Transport all debris to city designated dumpster upon completion of event.

Section C – Requirements for Supplies

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification

- **a.** Written documentation from the product vendor certifying:
    - **i.** The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products

        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
3. These minimum postconsumer recycled content fiber requirements are required when:
    a. Available at no greater cost than nonrecycled products, and
    b. Fitness and quality are equal to nonrecycled products

Section D - City Observed Holidays

The following days are recognized and observed holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veterans Day (November 11)
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

Section E – Hours of Services

E-1 City Hall Common Area

1. Day Porter Services
    - **a.** Services shall be conducted from the hours of 5:00am – 10:00am
    - **b.** Service days are Monday – Friday excluding city holidays.
    - **c.** Services are to be provided during the last of week of December.

E-2 City occupied suites

1. Non-Business Hours Services
    - **a.** Services shall be conducted between the hours of 7:00pm – 10:00pm
    - **b.** Service days are Monday – Friday excluding city holidays.

E-3 Wildomar Cemetery Buildings

1. Non-Business Hours Services
    - **a.** Services shall be conducted from 4:00pm – 7:00pm
    - **b.** Service days are Monday – Friday excluding city holidays

E-4 Park Services

1. Services are to be conducted between the hours of 6:00am – 10:00am
2. Services are to be conducted daily including weekends and holidays
3. Marna O'Brien Park is to receive a secondary service between 3:00pm – 5:00pm
4. All pressures washing services are to be conducted between 6:00am and 3:00pm.

PART IV – AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

_____

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
CSG ADVISORS, INCORPORATED

This Agreement for Services ("Agreement") is entered into as of this __ day of ____, 2024 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 request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for _____ years commencing on the date first ascribed above.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

ADDITIONAL SERVICES.

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

COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

INSPECTION AND FINAL ACCEPTANCE.

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

OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

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

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

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

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

SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

INDEPENDENT CONTRACTOR.

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

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

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

STANDARD OF PERFORMANCE.

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

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable

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

PREVAILING WAGE LAWS

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

NONDISCRIMINATION.

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

UNAUTHORIZED ALIENS.

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

CONFLICTS OF INTEREST.

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

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

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

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint

or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

INDEMNIFICATION.

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

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

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

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

INSURANCE.

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

ASSIGNMENT.

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

CONTINUITY OF PERSONNEL.

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

TERMINATION OF AGREEMENT.

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

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

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

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

DEFAULT.

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

EXCUSABLE DELAYS.

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

COOPERATION BY CITY.

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

NOTICES.

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

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider:_____
_____

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

AUTHORITY TO EXECUTE.

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

ADMINISTRATION AND IMPLEMENTATION.

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

BINDING EFFECT.

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

AMENDMENT.

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

WAIVER.

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

provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

LAW TO GOVERN; VENUE.

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

ATTORNEYS FEES, COSTS AND EXPENSES.

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

ENTIRE AGREEMENT.

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

SEVERABILITY.

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

CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": _____

By: _____ By: _____

Name:_____ Name: _____

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

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY

BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4814-7282-0706 v1

4871-4063-9603 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

4871-4063-9603 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.

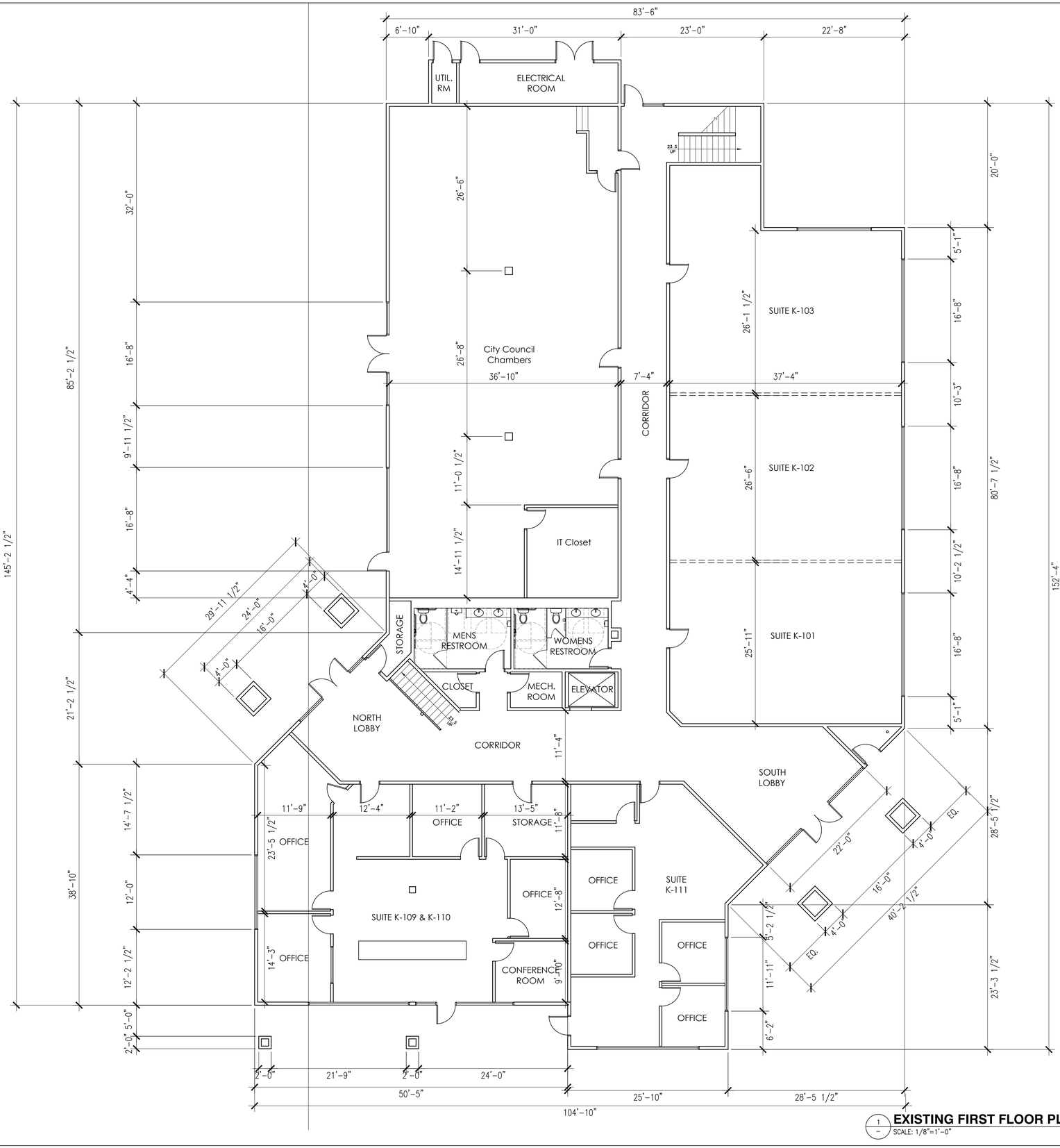
Subcontractors

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.

PART V – FACILITY SITE MAPS



1 EXISTING FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

LEGEND

EXISTING WOOD CONSTRUCTION

EXISTING WALL TO BE REMOVED

GENERAL NOTES

A. ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

EMPIRE DESIGN GROUP Inc.
511 N Main St.
Lake Elsinore, CA 92530
951-696-1490
EmpireDesignGroup.biz

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All rights reserved

CLIENT:

CITY OF WILDOMAR

CITY HALL WILDOMAR
23873 CLINTON KEITH ROAD
SUITE 110, WILDOMAR, CA 92595

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:

STATE OF CALIFORNIA
GREGORY SCOTT HANN
C-26663
REN. 9/30/25
LICENSED ARCHITECT

Date: JANUARY 02, 2024
Project Number: EDG#04966

NO.	DATE	REVISION DESCRIPTION

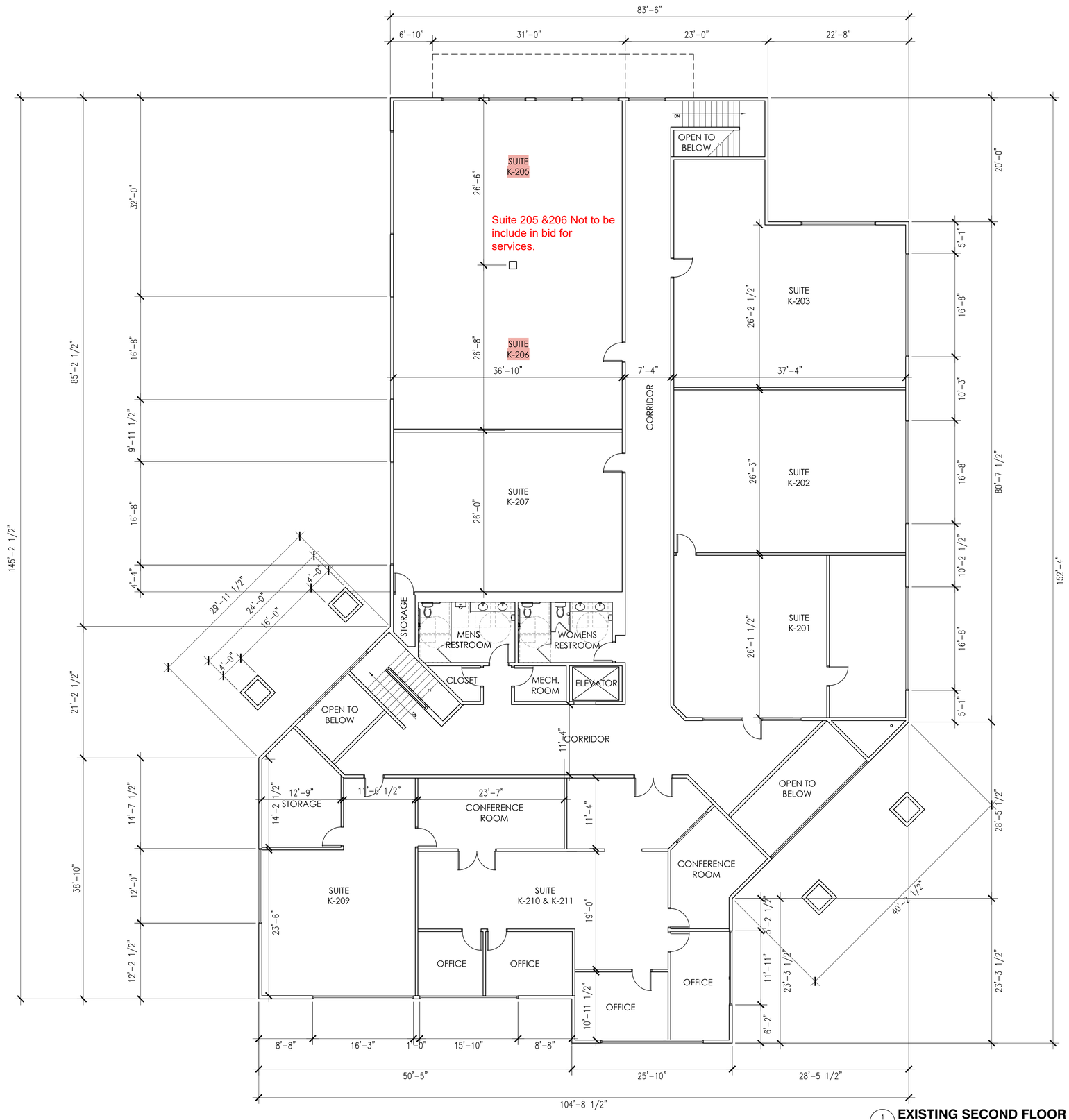
DESIGNED BY: GH
CHECKED BY: GH
DRAWN BY: BN

DRAWING TITLE:

EXISTING/DEMO
FIRST FLOOR PLAN

SHEET NO:

AB 1.0



1 EXISTING SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

LEGEND

EXISTING WOOD CONSTRUCTION

EXISTING WALL TO BE REMOVED

GENERAL NOTES

A. ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

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SEAL:

STATE OF CALIFORNIA
GREGORY SCOTT HANN
C-26663
REN: 9/30/25
LICENSED ARCHITECT

Date: JANUARY 02, 2024
Project Number: EDG#04966

NO.	DATE	REVISION DESCRIPTION

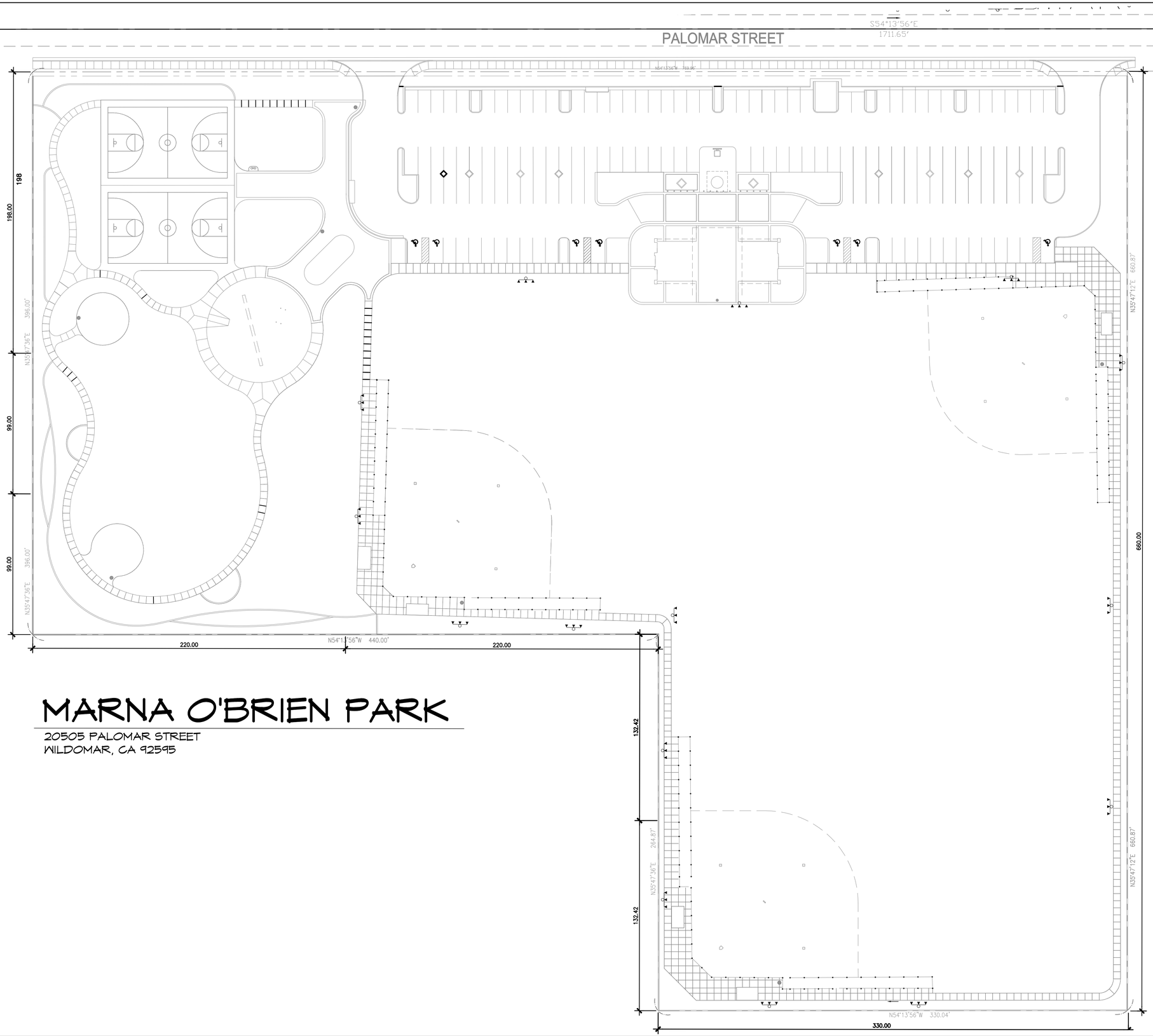
DESIGNED BY: GH
CHECKED BY: GH
DRAWN BY: BN

DRAWING TITLE:

EXISTING/DEMO SECOND FLOOR PLAN

SHEET NO:

AB 1.1



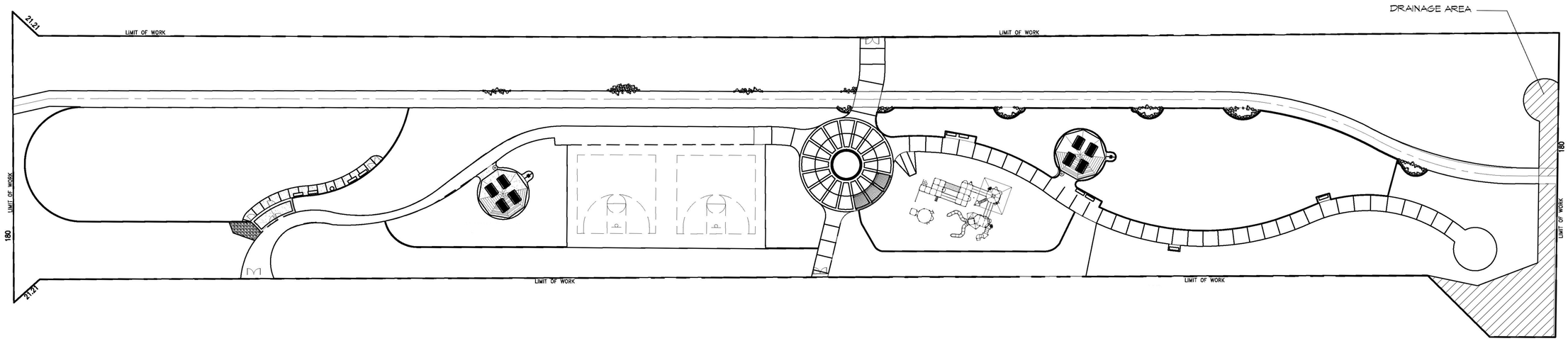
MARNA O'BRIEN PARK

20505 PALOMAR STREET
WILDOMAR, CA 92595

SCALE: 3/8" =1'-0"

REGENCY HERITAGE PARK

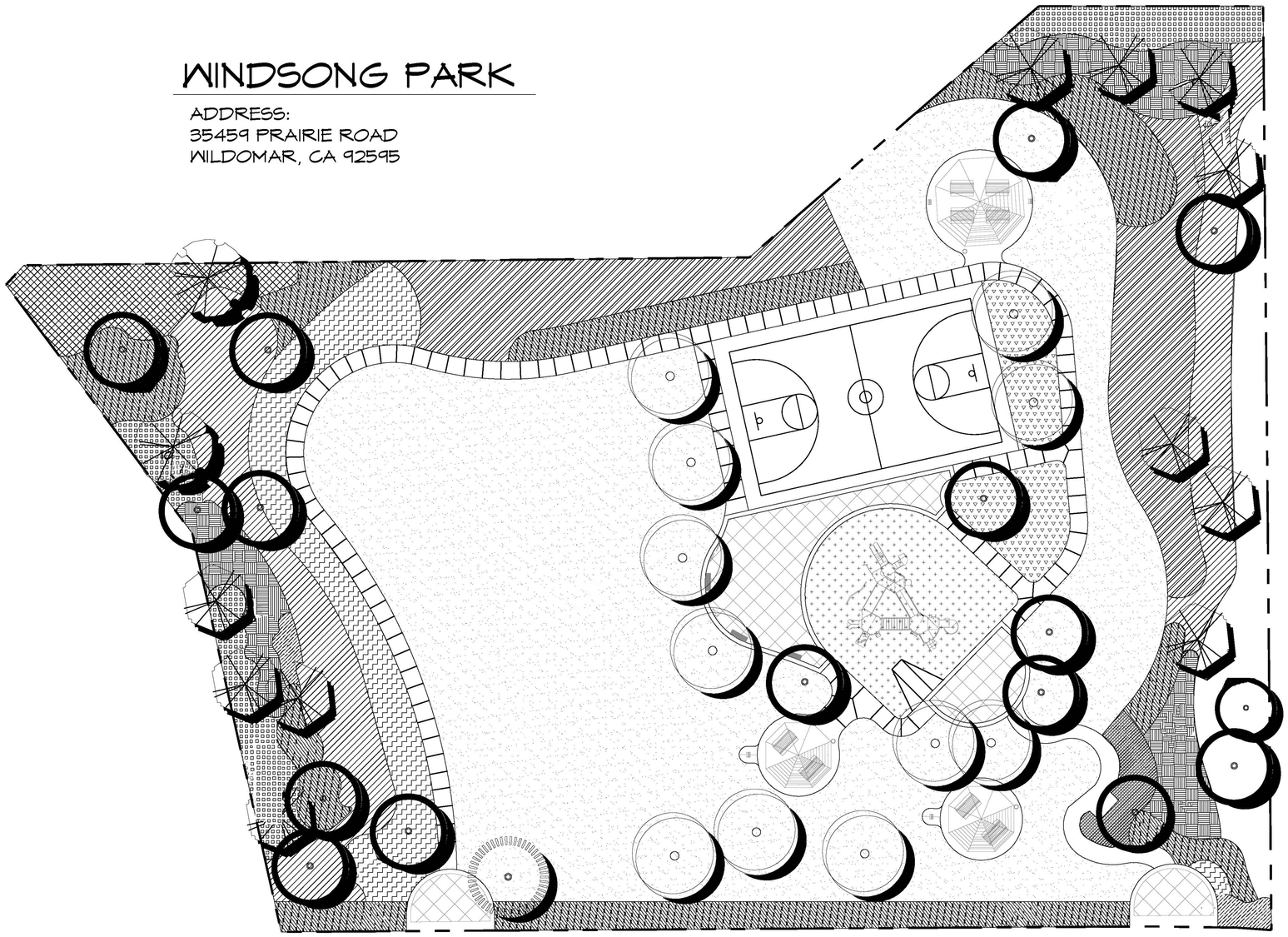
ADDRESS:
20171 AUTUMN OAKS PLACE
WILDOMAR, CA 9259



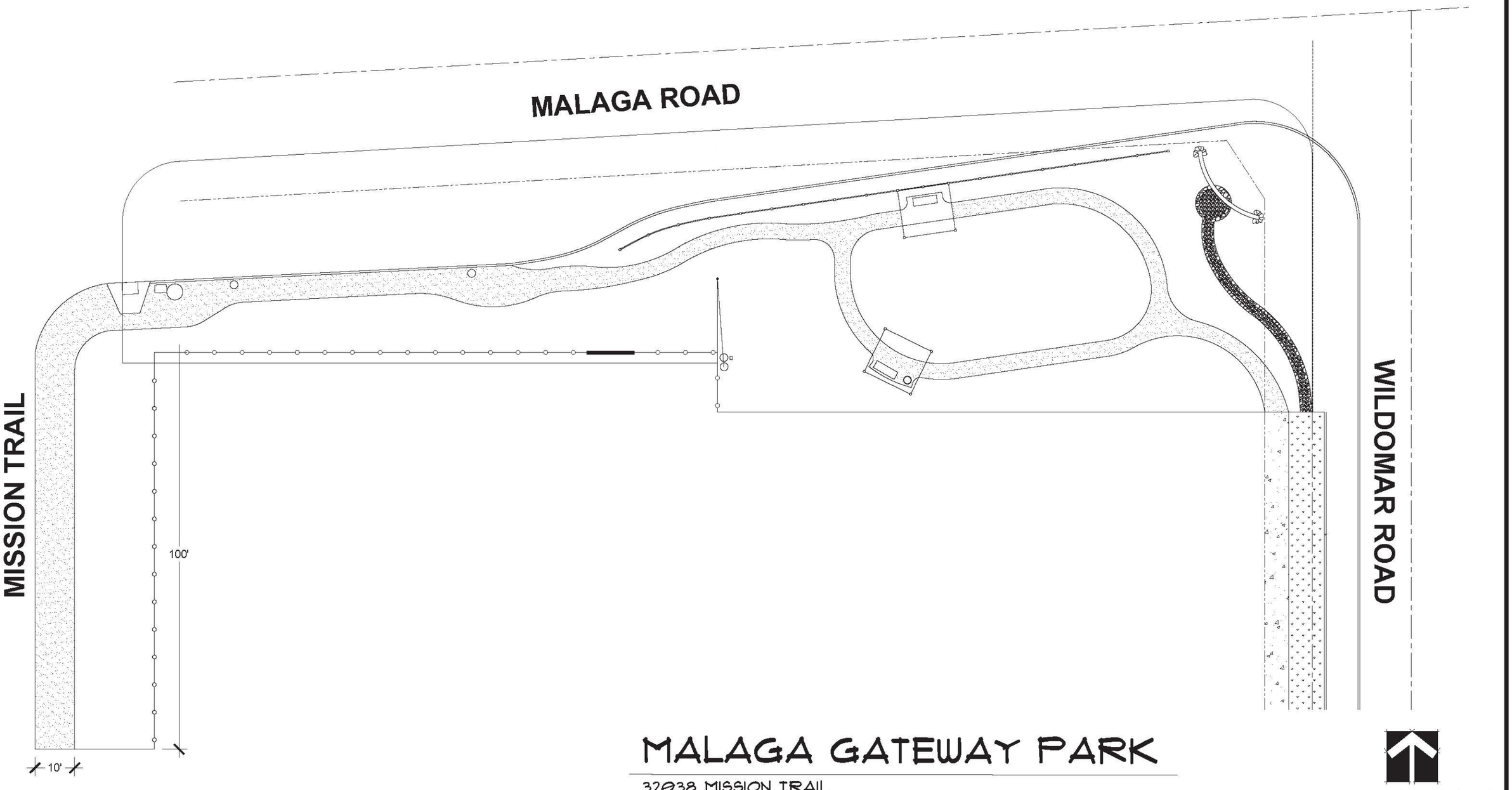
SCALE: 1" = 30'-0"

WINDSONG PARK

ADDRESS:
35459 PRAIRIE ROAD
WILDOMAR, CA 92595



SCALE: 1" = 20'-0"



MALAGA GATEWAY PARK

32038 MISSION TRAIL
WILDOMAR, CA 92595

SCALE: 1" = 16'-0"

ADDENDUM No. 1
For
Janitorial Services for City Facilities
October 10, 2024

The following amendments are made to the Plans and Bid Documents for the Janitorial Services for City Facilities

Item 1 – Response to Contractor Questions:

Question 1: Who is the current contractor?
Response: *City Hall- Allied Universal Janitorial Services, Crystal Clean Maintenance. Parks- CBM*

Question 2: What's the current monthly cost?
Response: *Allied Universal Janitorial Services – $1,600.00, Crystal Clean Maintenance $3,200.00 – CBM - $4,600.00.*

Question 3: Are there advantages or requirements for woman or veteran owned status?
Response: *No.*

Question 4: Who do we contact to gain approval for subcontracting?
Response: *List of subcontractors should be placed in Section G of the Bidding Documents.*

Question 5: Can we use multiple sub-contractors?
Response: *Yes.*

Question 6: Is there an advantage or requirement for being a DIR Public Works Contractor?
Response: *No, but this is a prevailing wage contract. DIR confirms that the bidder is fulling that requirement.*

Question 7: Are there any other related tasks requiring a contractor's license?
Response: *No.*

Question 8: CBM currently provides some of these services today. Is this bid open due to the current contract expiring or another reason?
Response: *The City is consolidating all janitorial services to be under one agreement. CBM's agreement ended in October 2024.*

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

Question 9: Do you have a schedule for the ad-hoc Special Event Janitorial Services and a list of locations?

Response: *No. Lists are provided upon approval by City Council. Periodic updates are sent out due to event adjustments.*

Question 10: What is the budget for this project?

Response: *Community Services estimate services at $113,000.00 annually.*

Question 11: What are the insurance requirements/parameters that must be met?

Response: *Requirements are listed in the RFP document under PART IV - Exhibit C.*

Question 12: Are parks open in lieu of inclement weather?

Response: *All City Parks are open to the public regardless of weather conditions, park closures will be communicated to vendor as they occur.*

Question 13: The award will be rewarded to 'the lowest responsible bidder'. The term 'responsible' suggests there is a minimum quality standard which must be met. Are there any further details regarding these quality standards?

Response: *Relative importance in evaluating the proposals have been listed in Part II Bidding Documents of the RFP. The City may contact any proposer for clarification of a proposal, to solicit additional information, or for purposes of interviewing.*

Question 14: Who will review quality and report infractions throughout the duration of the contract?

Response: *The City's Facility Contract Specialist.*

Question 15: Windsong Park is missing trash bins on both dog bag dispenser stands. Will these bins be replaced and if so what is the ETA?

Response: *Not all dog bag dispenser stands have trash bins attached to the stand itself. There are no future plans to have additional trash bins installed at the parks.*

Question 16: What expectations does the city have in relation to emergencies? Sick employees, car failures, etc.

Response: *Such an occurrence should be communicated to Facilities Contract Specialist as soon as the vendor is aware of the unexpected attendance issue. Vendor should have alternative methods to fulfill requested duties within a timely manner.*

Approved By: _____ DATE: 10/10/2024

Daniel Torres, Community Services Director

Acknowledged By: _____ DATE: _____

Proposer's Signature

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

REQUEST FOR PROPOSALS

JANITORIAL SERVICES FOR CITY FACILITIES

City of Wildomar
Community Services Department
23873 Clinton Keith Rd., Suite. 110
Wildomar, CA 92595
dtorres@cityofwildomar.org
(951) 677-7751

Bids Due: 3:00 PM on Monday, October 21, 2024
At the City Clerk's Office, Wildomar City Hall
23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

Mandatory Site Tour: 10:00 AM on Friday, October 04, 2024
Wildomar City Hall
23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595
Wildomar Cemetery
21400 Palomar Street Wildomar CA 92595
Marna O'Brien Park
20505 Palomar Street Wildomar Street CA 92595

Questions and inquiries may be submitted in writing via e-mail until 5:00 pm on Tuesday, October 08, 2024, via PlanetBids.

ALLIED UNIVERSAL®
JANITORIAL SERVICES

Proposal for

City of Wildomar

October 15th, 2024

From Allied Universal Janitorial Services

October 15th, 2024

Jose Alvarez
23873 Clinton Keith Road
Wildomar, Ca 92595

Dear Jose,

Thank you for the opportunity to present our proposal to The City of Wildomar. Allied Universal® is committed to developing and delivering janitorial programs specific to each client's needs. Our relationships with our employees and clients are at the heart of everything we do. The solutions presented in this proposal are designed to address your challenges and help you meet your goals.

When you partner with Allied Universal®, you'll benefit from:

- **Extensive Resources** – Highly skilled personnel are readily available to meet your daily and emergency needs.
- **Specialized Expertise** – Operations team is focused on the nuances of your account, recruiting, and preparing cleaning professionals and implementing protocols to meet your specifications.
- **Leading Technology** – The widest offering of technology solutions and services in the industry is at your fingertips.
- **Best practices** – Janitorial and industry-specific best practices are shared and deployed across teams and locations to ensure you experience the most relevant and applicable solutions.

Allied Universal® is based upon responsiveness and customer awareness, not just the language of the specifications. With the financial stability and resources of the largest security company in the world, Allied Universal® Janitorial Services continues to deliver phenomenal cleaning services with the care and access to senior level management found at a boutique firm.

Our managers utilize a web-based inspection program that is custom tailored to the specifications of your account. It will alert you when inspections have been performed and provide a schedule for periodic services.

We look forward to building a partnership with The City of Wildomar that is rooted in quality and value. Developing high quality, customized janitorial solutions that brings your cleaning program to life is our passion. Through our people and leading services, systems and solutions. Allied Universal® is *There for you.®*

If you have any questions or are ready to set up a meeting, please call me at 714.315.1093

Sincerely,

ALLIED UNIVERSAL JANITORIAL SERVICES

Derek Bimat

Derek Bimat
Business Development
Manager

Table of Contents

Proposal Cover Page..... 1.

Table of Contents ..... 2.

City of Wildomar check list and Pricing documents..... 3.

Executive Summary..... 4.

Management Team ..... 8.

Personnel ..... 12.

Training Program ..... 16.

Green Cleaning Program ..... 19.

Technology..... 24.

Pandemic Protocol..... 27.

Quality Assurance..... 30.

Transition Plan ..... 33.

Value Add Services ..... 34.

PART II – BIDDING DOCUMENTS
Section A – Bidder Checklist

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City of Wildomar reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of bidder's Experience/Qualifications and past work history with the City.

The bidders' attention is especially drawn to the following Bid Proposal Forms which must be executed in full as required.

A-1 Bid Schedule

Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: DB _____ Date: 10/15/24 _____

A-2 Requirements for Supplies

Understand and signed the City may option the request for the selected service provide to supply all material. If an option is requested Bidder is fulfill requirement according to SB1383 for the procurement of recycled paper products and supplies.

Initial: DB _____ Date: 10/15/24 _____

A-3 Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: DB _____ Date: 10/15/24 _____

A-4 Experience/ Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: DB _____ Date: 10/15/24 _____

A-5 Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: DB Date: 10/15/24

A-6 Insurance Requirements

The Insurance Section and Exhibit C of the Agreement for Services for this request have been read and understood.

Initial: DB Date: 10/15/24

A-7 Mandatory Site Inspection

The bidder certifies that they have toured the project site and are familiar with the work involved.

Initial: DB Date: 10/15/24

A-8 Completion

The City makes no representations or guarantee as to the means or method of the manner of completing the work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial: DB Date: 10/15/24

A-9 Addenda

The bidder acknowledges that they must sign and attach any applicable addenda to the bid proposal.

Initial: DB Date: 10/15/24

Section B – Requirements for Supplies

The city is currently exploring providing the needed paper products for the city facilities. The determination will be made prior to the premaintenance conference. Bidder is to include the option in the provided bid fee schedule. Should the city use this option, the bidder is required to provide supplies that meet the SB 1383 criteria.

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    a. Written documentation from the product vendor certifying:
        i. The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements

a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:

i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

3. These minimum postconsumer recycled content fiber requirements are required when:
    a. Available at no greater cost than nonrecycled products, and
    b. Fitness and quality are equal to nonrecycled products.

Bidders Signature:
(Same Signature as on Proposal)

Section C – Bid Schedule

The following schedule are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Community Services Director and/or the Facility Contract Specialist.

Facility/ Request	Monthly cost	Yearly Cost
CITY HALL		
Day Portor Services	$809.75	$9,717.06
Corridors and Common Areas	$809.75	$9,717.06
Exterior Building Maintenance	$809.75	$9,717.06
Restrooms	$809.75	$9,717.06
Material Cost	$107.66	$1,291.95
Non-Business Hour Services	$887.52	$10,650.23
Suite Maintenance	$295.84	$3,550.08
Windows	$295.84	$3,550.08
Carpet Shampoo	$295.84	$3,550.08
Material Cost	$262.50	$3,150.00
Exterior Pressure Washing	$138.13	$1,657.50
Sidewalk, Benches, Trash Containers	$138.13	$1,657.50
Material Cost	$50.00	$600.00
TOTAL	$5,710.47	$68,525.64

Facility/ Request	Monthly cost	Yearly Cost
WILDOMAR CEMETERY		
Office Building	$505.32	$6,063.84
Maintenance Garage Restroom	$186.44	$2,237.30
Material Cost	$54.00	$648.00
TOTAL	$745.77	$8,949.19

Facility/ Request	Monthly cost	Yearly Cost
CITY PARKS		
Marna O'Brien Park		
Primary Janitorial Services	$669.12	$8,389.47
Secondary Services	$669.12	$8389.47
Pressure Washing	$326.25	$3,915.00
Regency Heritage Park		
Primary Janitorial Services	$799.04	$9588.48
Pressure Washing	$130.50	$1,566.00
Windsong Park		
Primary Janitorial Services	$799.04	$9588.48
Pressure Washing	$130.50	$1,566.00
Malaga Park		
Primary Janitorial Services	$799.04	$9588.48
Pressure Washing	$130.50	$1,566.00
Material Cost for Parks	$252.00	$3,024.00
TOTAL	$4,513.11	$54,157.30
MATERIAL MARK UP RATE (%)	10%	

TOTAL BID PRICE IN WORDS:
Ten Thousand Nine Hundred Sixty Nine Dollars and Thirty Five Cents / Month (or) One Hundred Thirty One Thousand Six Hundred Thirty Two Dollars and Fifteen Cents / Year.

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE, as calculated from Unit Prices.

Contractor's Name (Printed) Allied Universal Janitorial Services

Bidders Signature:
(Same Signature as on Proposal)

Bidders Name (Printed): Derek Bimat

Bidders Title: Business Development Manager
Date: 10/15/24

Section D – Non-Collusion Affidavit

STATE OF CALIFORNIA (16A))
Los Angeles)
COUNTY OF ~~RIVERSIDE~~)

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.

I, the undersigned, an authorized representative of Allied Universal Janitorial Services, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): Allied Universal Janitorial Services

Bidders Signature:
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): Derek Bimat

Bidders Title: Business Development Manager

Date: ~~10/15/24~~ 10/16/24

Subscribed and sworn to before me
this ~~15th~~ 16th (16A) day of October, 2024.

ISAAC GERARDO AVILA
Comm. No. 2474933
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Exp. DEC. 4, 2027
CMD-1 CMD-1

Signature of Notary Public

Section F – Experience/ Qualifications

The bidder has been engaged in the contracting business under the present business name for 58 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 58 years.

List all California construction or other professional license numbers, classifications and expiration dates held by your firm:

License Number	Classification	Expiration Date

List your firm's DIR Public Works Contractor (PWCR) Registration Number(s), PWCR Number Entity Name, and Expiration Date

PWCR Number	Entity Name	Expiration Date
JS-LR-1000839810	DIR #	12/28/24

If any of your firm's license(s) are held in the name of a corporation, limited liability company, or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

License Number	Qualifying Individual	Expiration Date

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

No

Section G – Designation of Subcontractors

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR				PORTION OF WORK	% of total Bid Amount	Portion of Total Bid Amount ($)
Name		CSLB#		N/A		
Location		DIR#				
Name		CSLB#				
Location		DIR#				
Name		CSLB#				

EXECUTIVE SUMMARY

Allied Universal® is uniquely capable and personally committed to delivering exceptional quality service to exceed your expectations. Our team realizes that customer service and customer satisfaction are the number one priority. The "WOW" factor should be experienced at every point of contact, and your customers should expect nothing less from their janitorial partner.

Allied Universal® has thoroughly reviewed and analyzed the criteria required to clean your account. We have a full understanding of the scope of work and expectations. Our enclosed proposal has been customized to provide you with a blueprint to ensure value and quality cleaning solutions.

OPERATING HIGHLIGHTS

Allied Universal® will implement the following to ensure the janitorial program exceeds your expectations for service and quality:

Proactive Management - Support throughout the area with outstanding and experienced management personnel.

Transparent Communication - Open communication is the foundation for a true partnership with 24 hrs./day availability and Quarterly Business Reviews (QBRs) to ensure excellent service delivery.

Training and Development - Provide comprehensive proprietary employee training through Allied Universal | EDGE® program, including bi-monthly safety training modules.

Technology - Provide the latest in technology solutions to enhance your janitorial program.

Quality Assurance - Provide a cloud-based inspection and periodic scheduling program that retain your account's unique specifications, floor work frequencies, and validation of services.

COVID-19 Disinfecting Cleaning Innovations - Provide latest cleaning innovations in the industry including the Electrostatic sprayers and SCJohnson TruShot Disinfecting products.

Transition and Start-Up - Ensure a seamless transition of services through regular meetings, site visits with tenants, detailed checklists and accountability through entire process.

Because we believe in developing strong partnerships with our clients, we will continue to be immersed in your culture and as dedicated to your program as you are. Allied Universal® has positioned itself as the janitorial provider of choice in your area. We've made an extensive investment in our local management team, which represents the key differentiator between Allied Universal® and our competitors. We do our job, so you can do yours.

Our team is responsible for cleaning ***high rise office; corporate campuses; government facilities; educational institutions; medical office buildings; industrial buildings; high-rise residential; shopping centers***; and LEED certified buildings across the country. Our vast knowledge is invaluable to a seamless transition and immediate enhancement of services at your project.

MISSION & VISION

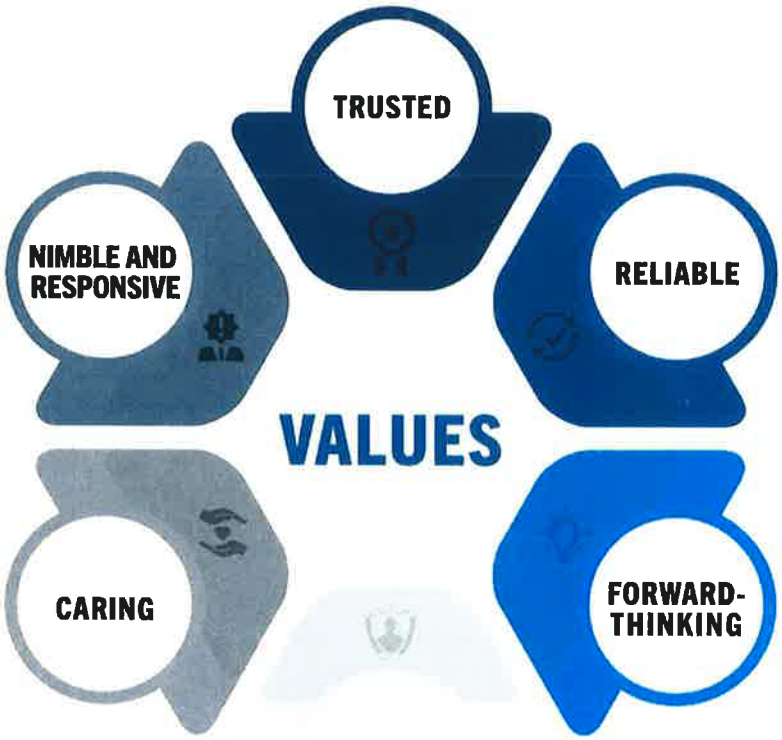
MISSION
THE HOW

Allied Universal®, through its unparalleled customer relationships, provides proactive janitorial services, cutting-edge smart technology, and tailored solutions that allow clients to focus on their core business.

VISION
THE WHERE

Be the most trusted corporate services partner in a world of evolving risk.

VALUES



SERVICE MAP

COMPANY PROFILE & RECOGNITION

Company Name:
Universal Building Maintenance, LLC dba Allied Universal Janitorial Services, est. 1965

Website: www.AUS.com/Janitorial-Services

Executive Leadership
Steve Jones, Chief Executive Officer
Mark E. Olivas, President

Corporate Headquarters
1551 North Tustin Ave. Ste. 650, Santa Ana, CA 92705
Toll Free (877) 826-1965

TRADE ASSOCIATIONS:

Building Owners and Managers Association	BOMA
International Facility Managers Association	IFMA
Institute of Real Estate Management	IREM
National Association of Industrial and Office Properties	NAIOP

INDUSTRY RECOGNITION:
Allied Universal takes pride in how we treat our employees. We consistently rank as one of the top places to work.

ALLIED UNIVERSAL
There for you.

PROOF OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

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
MARSH USA LLC
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360

CN118025105-ALL-STAN+-24-25

INSURED
Allied Universal Topco, LLC
(See Attached for Additional Named Insureds)
161 Washington Street, Suite 600
Conshohocken, PA 19428

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: Philadelphia.Certs@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B : Greenwich Insurance Company	22322
INSURER C : XL Insurance America	24554
INSURER D : Indemnity Insurance Company of North America	43575
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-007149895-03 **REVISION NUMBER:** 1

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIABILITY X SIR $1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:			RES943799404	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	30,000,000 30,000,000 30,000,000 55,000,000 55,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			RAD943781807	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XSM G72500027 004 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			RWD300120308 (AOS) RWR300120408 (WI)	01/01/2024 01/01/2024	01/01/2025 01/01/2025	X 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
A	Professional Liability			RES943799404	01/01/2024	01/01/2025	Limit SIR		2,000,000 1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is/are included as additional insured (except workers' compensation and crime) where required by written contract. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Superior Court Of California,
County Of Los Angeles
312 N Spring Street
Los Angeles, CA 90012

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

Marsh USA LLC

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ACORD 25 (2016/03)

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MANAGEMENT TEAM

We attribute our continued success to the ongoing development and retention of our management teams. This aspect sets us apart from our competition. All of our managers and supervisors have several years of experience within the building maintenance industry and have a reputation for providing outstanding customer service.

Mark Olivas - President

Mr. Olivas has been in the janitorial industry for over 27 years and is very familiar with all aspects of the West Coast market. His vast experiences in the industry have provided him with the knowledge to overcome any cleaning issue, labor management problem, and safety matter that may affect the janitorial industry. He served as the Managing Director for OneSource and managed over 120 million square feet and revenues in excess of $160 million a year. The industry has changed in large part because of the initiative and creative imagination that Mr. Olivas has delivered to the industry. Mr. Olivas' hands on management style and inter personal relationships have made Allied Universal Janitorial Services an organization that attracts the top management talent in the market.

Mr. Olivas started his career in the janitorial industry after serving in the US Army for over 8 years as a Non Commissioned Officer. In 1991, Mark completed his commitment to the Army and began working as an area supervisor for Commercial Building Maintenance in the City of Commerce. Mr. Olivas then became one of the youngest Operations Managers in Los Angeles and was also one of the youngest Branch Managers to work for ISS after the acquisition of Commercial Building Maintenance. Several years later Mark was promoted to Senior Branch Manager and then Vice President of OneSource. Mark educated himself in all facets of the janitorial business and soon found his role as Managing Director for the West Coast of the 2nd largest janitorial company in the United States.

Mark is very well regarded within the industry because of his ground level experience and the personal attention he paid to everyone that he has partnered within the high rise market, office park complex, business improvement district and industrial office environments. Mark understands the value of commitment to customer service and serving his employees. Mark is an active member of BOMA, IREM and sat on the Associate Leadership Council for BOMA in Los Angeles.

Devin Samaha – Vice President Sales

Mr. Samaha has been with Allied Universal Janitorial Services since the relaunching of the janitorial division in January 2008. Prior to joining the Allied Universal's Executive Team, Devin was first exposed to the janitorial industry when he worked for one of the nation's largest janitorial distributor in the Western United States. While there, he trained janitors, executive housekeepers for major hotels, and maintenance contractors on proper cleaning techniques, proper use of cleaning chemicals and the use of all cleaning equipment. Devin furthered his career when he joined Collins and Aikman Floorcoverings, where he sold commercial carpet to property managers, architecture and design firms, and end users, focusing on the commercial office vertical market. This is where he was first exposed to Leadership in Energy and Environmental Design, better known as LEED. Since C&A leads the carpet industry in environmental sustainability, he was provided extensive training in "green". Devin then left C&A to join the Commercial Real Estate industry where he worked for a business bank and helped business owner's secure financing for the purchase of their office buildings. Devin worked in this industry for next 8 years until joining the Allied Universal Janitorial Services Executive team.

Mr. Samaha holds a Bachelor's Degree in Business Administration from the University of San Diego, where he played soccer for 4 years, including a trip to the NCAA Division I "Sweet Sixteen" his senior year.

Craig DeMartini - Regional Vice President

Mr. DeMartini is a native of the Bay Area and currently lives in the North Bay. He graduated

from Sonoma State University acquiring a degree in Business with a concentration in management. He got his start in the janitorial business immediately out of college with Able Services. He started at the ground floor working as a janitor, floor tech, and foreman to get hands on experience and an appreciation for what janitors do on a daily/nightly basis. After the extensive on-hand training, he completed, he was fortunate enough to manage some of the most prestigious properties in the Bay Area as a Project Manager. Over the next 12 years, he worked his way up to the Regional Operations Manager position for the San Francisco and North Bay regions by building lasting relationships with clients, being fair and transparent, and providing support and care for every account I managed. Craig joined the Allied Universal team in October of 2018 as the Regional Vice President for Northern California.

Derek Bimat Business Development Manager

Mr. Bimat graduated from Fresno State University with a Business Administration degree and began his career in the Retail Automotive Business. Within several years he worked his way up to the General Managers position for a Cadillac and later a Honda Dealerships. He later founded and operated a fitness and self-defense business in the South bay and was featured in many publications. He had a recurring column in the Dailey Breeze Newspaper where he offered fitness advice and guidance.

Mr. Bimats' Career with Allied started on the Security side where he managed a Team of 250 officers and over 40 properties. He had the opportunity to join the Business Development Team for Allied Janitorial Division and has been in his current position since. He feels his understanding of both the Security and Janitorial sides of Allied gives him a unique prospective that make him an excellent partner to have on your Team. He looks forward to providing your property with unparalleled service for many years to come.

PERSONNEL

Allied Universal believes its employees are the foundation in delivering exceptional cleaning services. It all starts with exceptional talent; hiring only the best, most qualified cleaning professionals. We then provide them with proper training through Allied Universal's "7 Steps To Success" and support them with the latest technology and equipment to perform their tasks effectively and efficiently. Finally, we ensure the work is completed to your standards by employing experienced supervisors to oversee all cleaning professionals. By holding our cleaning professionals accountable, we are able to proactively address quality concerns.

We offer our employees competitive pay wages and comprehensive health benefit packages to foster a healthy, productive work environment.

Our Screening Processes

Application Review and Assessment
Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.

Interviews
Initial interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted. Candidate progressing beyond this level attend our orientation program.

Electronic I-9 and E-Verify
Employment verification is completed to present proof of eligibility to work in the U.S. Potential employees are processed through E-Verify, the government's employment eligibility system.

Management Testing
May involve the use of one or more behavioral assessment tools to help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit for the specific position.

Background Checks
Prior to being assigned to a project, and per contract requirements, employees undergo a background check. Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed criminal background investigation. Statewide criminal checks are also conducted as needed.

Pre-employment Drug Testing
Oral ten-panel drug tests are completed prior to assignment for all applicants. Lab urinalysis testing is available at an additional charge.

Education and Employment Verification
In the event that the contact requires education and/or employment verifications, these services can be completed for a nominal fee.

RECRUITING

Thanks to our broad-spectrum recruiting resources, stringent screening and hiring process, and reputation for attracting top-quality professionals, we can quickly identify and place high-performing cleaning personnel for your account. Some of the recruitment resources we use: jobs.aus.com; promotions and employee referrals; universities and schools; former military/reservists, job fairs and open houses; and professional organizations.

We have a team of full-time recruiters that keep a pipeline of potential cleaners. This allows us to staff our accounts quickly when a permanent employment opportunity arises or when we need to fill a temporary position if an employee is sick or on vacation.

ABSENCE COVERAGE

Allied Universal Janitorial Services requires that each employee give their supervisor a minimum 4 hour notice before the start of their shift if they are not able to report to work. A replacement person is then called immediately to cover the absentee's shift.

Our pool of employees is properly trained on green cleaning process and safety measures to staff any open position. This will assist in reducing the amount of training time that is spent on replacement workers' understanding of cleaning procedures when they arrive to work.

EMPLOYEE RECOGNITION

We recognize that our employees are the key to our success. As such, we acknowledge their outstanding performance and achievements throughout the year in several ways:

Recognition Awards
- Attendance Bonus Program
- Referral Program
- Cleaning Professional of the Month

"You're Phenomenal" On-the-Spot Reward
Recognizes employees for actions that go above and beyond. Employees recognized receive a gift card.

Length of Service/Tenure Awards
Recognizes employees for period of continuous, loyal service at their 1, 3, 5, 10, 15, 20 (and each 5-year increment thereafter) year anniversaries.

Partners in Growth & Partners in Employment
Referral bonus programs.

Allied Universal Benefits

Medical Insurance
Medical plans offered to benefit-eligible employees through payroll deduction and/or client contribution. Benefits offered pursuant to eligibility requirements/policy. Detail regarding coverage costs is available. Estimates in proposal based on proposed/evolving regulations; plan structure; estimated participation.

Dental and Vision Insurance
Quality dental insurance and Vision Service Plan offered to all benefit-eligible employees.

Disability, Life, and Accident Insurance

- Benefit-eligible employees have the ability to participate in a Disability Insurance Plan.
- AD&D insurance and $10,000 basic life insurance available to employees.
- Accident insurance through MetLife offered to benefit-eligible employees.

Paycard
Employees have option to receive their pay through direct deposit or a cash paycard (where permitted by law). Paycards allow immediate access to wages without to incurring check cashing fees.

Commuter Benefits Program
Transit and parking funds deductible via payroll (pre-tax basis) offered to benefit-eligible employees.

401(k)
Employees eligible to enroll anytime following six months of full-time employment.

Holidays
Janitorial personnel receive time-and-a-half pay when working these holidays: New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If coverage is required for your building on any of these days, it will be billed outside of the monthly contracted rate included in the proposal. Coverage on these days will be at a rate of time and one half. Allied Universal follows all state laws regarding overtime and pays time and one half for all hours worked over 8 in one work day or over 40 in one work week.

Employee Assistance Program and Legal Services
An employee assistance program and legal service is available to employees.

PerkSpot
Fringe benefits available exclusively to our employees for personal use (e.g., discounts on fitness memberships, cellular phone plans, retail merchandise and credit union access).

NOTE: Allied Universal reserves the right to change, amend or terminate the benefits programs and its options at any time.

ELECTRONIC TIMEKEEPING (ETK)

Cleaning professionals need to be on time, every time. This is not an element of janitorial services that you and your team should ever need to think about. You need high quality cleaning professionals committed to being on time, and automated procedures that ensure schedules are easily managed. The result is seamless janitorial program management, and area supervisors who are instantly notified of schedule gaps so they can ensure uninterrupted coverage.

Allied Universal's automated real-time, schedule monitoring system, TeamTime, captures the arrival and departure times, including meal breaks, of cleaning professionals to deliver precise timekeeping, reduced administrative activities, and ensure accurate employee payroll. Employees utilizes a company-provided phone and call a toll-free number, which will verify the location of the caller to ensure they are onsite. Calls must be made from the company-approved/verified phone, or the employee will be unable to clock in.

The TeamTime program provides the following benefits:

- Reduced payroll discrepancies
- Increased employee satisfaction
- Increased client satisfaction with reduced employee turnover

UNIFORM PROGRAM

The appearance of our employees is a direct reflection of our organization along with our partners. Therefore, we make sure our staff is professionally manicured and outfitted with quality uniforms. We provide each employee with five sets of uniforms to ensure that our crews look professional and have a clean set of uniforms each day.

We have an extensive selection of uniforms that will satisfy ownership requirements of the property. Employees are required to always wear their uniforms and identification badges while on the property.

ALLIED UNIVERSAL
There for you.

TRAINING PROGRAM

Allied Universal Janitorial Services provides an exceptional training program for all of its employees. It begins with an initial orientation, and continues with monthly and quarterly training to comply with all local, state, and federal requirements. All cleaning professionals complete our extensive training program, which ***includes 8 hours of comprehensive training*** before starting work.

OUR FOCUS IS DELIVERING WORLD CLASS CUSTOMER SERVICE AND ENVIRONMENTALLY SOUND JANITORIAL SERVICES.

ONBOARDING: DELIVERING PHENOMENAL JANITORIAL SERVICES

- Allied Universal® Mission & Value-added Services
- Green Seal is Our Gold Standard
- Customer Centric & Client Focused
- White Glove Service Standard
- Eight-hour Orientation Customized for Your Site

BOOTCAMP: ENVIRONMENTALLY SOUND TOOLS AND PRODUCTS

- The AU Green™ Process
- ProTeam® HEPA Vacuum
- Easy Trap Floor Dust Mopping System
- Double Barrel Trash System
- Microfiber Technology
- Green Seal® Certified Products
- Documentation Procedures

PREMIER TRAINING AND TESTING

- Industry-standard Best Practices, Policies, & Procedures
- Customizable to Your Facility
- Tracking & Compliance for Audits & Reports
- OSHA Right-to-know Hazardous Communications & Infectious Agents

COMPREHENSIVE INSTRUCTIONAL VIDEOS

- Hard Floor Care
- Carpet Care
- Restroom Care
- Health Care Cleaning Procedures
- Working Safely in the Health Care Environment
- Chemical Dilution Systems
- SC Johnson Professional® TruShot™

EMERGENCY RESPONSE AND PREPAREDNESS TRAINING

- Your Building's Emergency, Evacuation, & Response Plan
- Weather, Fire, Environmental, & Structural Emergencies & Contingencies
- Response for Chemical & Hazardous Material Spills
- Workplace Violence & Active Shooter Training
- Bomb Threat Protocols
- Fire Department Approved

ON-THE-JOB TRAINING

- Equipment, Supply, & Usage
- Site-specific Training
- Safety Training, Initiatives, & Policies
- Emergency Evacuation
- Administrative Processes, Procedures, Policies, & Systems
- Communication Policies

QUALITY ASSURANCE

- Continuous & Responsive Site Management
- Inspections Customized to Your Criteria
- Calendar Scheduling & Email Reminders
- Real-time Access & Trend Tracking of Site Audits

SAFETY TRAINING MODULES

Module No.	Description
1	Safety Inspections
2	General Safety Rules
3	Use of Personal Protective Equipment
4	Personal Protective Equipment (PPE) Work Site Hazard Assessment
5	Chemical Hazard Communication
6	Safety Data Sheets
7	Slip, Trips, and Falls
8	Safe Lifting
9	Ladder Safety
10	Bloodborne Pathogens (Universal Precautions)
11	Asbestos Awareness
12	Workplace Violence
13	Emergency Procedures
14	First Aid
15	Reporting Injuries or Property Damage
16	Accident Investigation
17	Return to Work and Modified Duty
18	Hand Tools
19	Confined Spaces
20	Lockout/Tagout
21	Hearing Conservation
22	Respiratory Protection
23	Heat Stress
24	Electric Power Tool Precautions
25	Sexual Harassment Training
26	Use of Personal Protective Equipment

ALLIED UNIVERSAL | EDGE® TRAINING

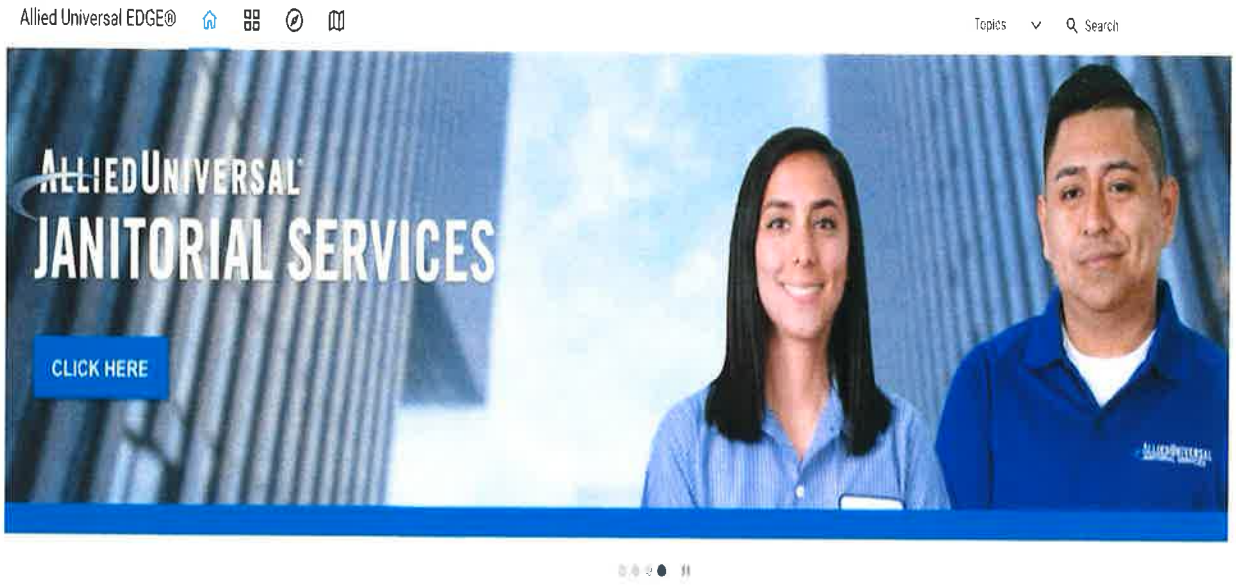
Allied Universal will offer management training and tracking through EDGE®. This online video-based training program allows training on the following topics to be accurately recorded and reported. Allied Universal's President and Regional Vice President will be able to track individuals through initial, specialty, and refresher training, verify compliance, and discuss training status with you at any time. The compliance tracker monitors requirements by service location, as well as any state or local regulations. This ensures that Allied Universal's employees are always the best trained and fully prepared to tackle any challenge.

Training Topics for Project Manager & Building Supervisors

- Communications & Public Speaking
- Preventing Discrimination & Harassment
- Principles of Leadership
- Managing Conflict
- Personal Safety
- Professionalism & Ethics
- Emergency Procedures
- Effective Listening
- Customer Service
- Teamwork

Upon completion of each module, employees receive a Certificate of Completion for their file.

Detailed View from Training Dashboard



Welcome To Allied Universal EDGE!

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There for you.

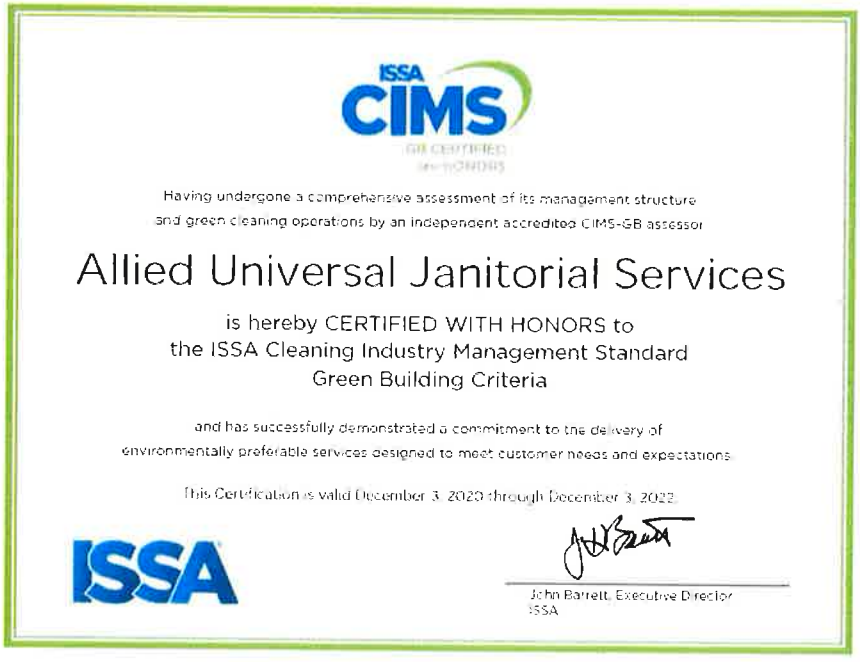
GREEN CLEANING PROGRAM

Allied Universal Janitorial Services understands the importance of first impressions and wants your company to succeed on every level. Every building we clean is done in an environmentally-preferred way, utilizing green cleaning processes, chemicals and equipment. Our commitment to the environment cuts down on waste and advocates a healthy workplace, which saves your business money. We are a proud member of the U.S. Green Building Council and recently received CIMS - Green Building Certification.

The International Sanitary Supply (ISSA) awarded Allied Universal the highest honor you can achieve in the cleaning industry, CIMS - Green Building Certification, with Honors. This honor is difficult to achieve and there are less than 200 maintenance contractors in the country that have achieved this award. To achieve certification, our organization went through a comprehensive assessment and we had to demonstrate first hand compliance of the CIMS elements.

All CIMS assessments are performed by an ISSA-accredited third party assessor. The assessor reviews written documentation supporting compliance with the requirements described in CIMS' five core sections and conducts a comprehensive on-site review of the applicant's systems, processes and documentation to ensure compliance. The assessor also visits individual customer accounts or locations to ensure that the organization's activities are consistent with the documented systems and processes.

Compliance with the standard shows that a cleaning organization has the systems in place to deliver consistent, professional services designed to meet customer needs and expectations and is prepared to deliver a comprehensive green-cleaning program based on LEED EB green cleaning criteria.



ISSA CIMS GB CERTIFIED WITH HONORS

Having undergone a comprehensive assessment of its management structure and green cleaning operations by an independent accredited CIMS-GB assessor

Allied Universal Janitorial Services

is hereby CERTIFIED WITH HONORS to
the ISSA Cleaning Industry Management Standard
Green Building Criteria

and has successfully demonstrated a commitment to the delivery of environmentally preferable services designed to meet customer needs and expectations.

This Certification is valid December 3, 2020 through December 3, 2022.

ISSA

John Barrett, Executive Director
ISSA

CLEANING SUPPLIES

Allied Universal is committed to using only the best, most efficient, and environmentally-friendly cleaning solutions. This commitment is made to our clients, as well as the cleaning professionals who we rely on to provide a clean and fresh work environment each and every day. We have partnered with SC Johnson Professional® with the TruShot™ 2.0 Mobile Dispensing System.

No Mixing | No Measuring | No Stopping

The TruShot 2.0™ Mobile Dispensing System keeps crews moving with the patented spray-and-wipe cleaning system that provides optimized dilution delivery. Its fully intuitive design will have cleaning crews using it in minutes.

- High Output Trigger - delivers 1.0CC of diluted solution
- Rugged Bottle Construction - withstands 6ft drop test
- Durable Trigger Sprayer - lasts up to 250,000 trigger pulls

GLASS & MULTI-SURFACE CLEANER

Removes dirt, grease, oils, dust and grime. Ideal for daily cleaning of a variety of surfaces including glass, windows, mirrors, aluminum, walls. Clean Fresh Scent.

NSF Nonfood Compounds (C1)

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315272	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 43 in-use quarts

ECOLOGO

RESTROOM CLEANER

Penetrates to remove tough soap scum, hard water, limescale, dirt, grime and oils. Effective cleaning of toilets, tile, tubs, walls, sinks, faucets, countertops, glass and glass shower doors. Clean Fresh Scent.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315384	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 18 in-use quarts

ECOLOGO

POWER CLEANER & DEGREASER

Powerful non-butyl, alkaline formulation with soil-lifting surfactants for exceptional cleaning. Effectively removes adhesives, oils, grease, baked-on oven soils, dirt and grime. Ideal for a variety of hard non-porous surfaces. Clean Fresh Scent.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315386	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 13 in-use quarts

ECOLOGO

MULTI-SURFACE, RESTROOM CLEANER & DISINFECTANT

One-step disinfectant for non-porous restroom surfaces. Effective against a broad spectrum of bacteria, viruses, fungi and inhibits the growth of mold and mildew. Use on washable hard, non-porous surfaces of toilets, tubs, tiles, walls, doorknobs, garbage cans, exterior appliances, tables, chairs, desks and countertops.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315385	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 28 in-use quarts

HOSPITAL CLEANER & DISINFECTANT

An effective one-step spray and wipe virucide and disinfectant. Effective against a broad spectrum of bacteria, viruses, fungi and inhibits the growth of mold and mildew. Use on washable hard, non-porous surfaces of: countertops, stainless steel, sinks, tubs, doorknobs, floors, walls, garbage cans, chairs, cabinets and tables.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315387	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 15 in-use quarts

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CLEANING INSTRUCTIONS / PROCEDIMIENTOS DE LIMPIEZA

- Showers and Tubs
- Toilets and Urinals
- Sinks
- Doors
- Table Tops
- Counters
- Sinks
- Mirrors
- Windows
- Glass

GREEN CLEANING EQUIPMENT LIST

Allied Universal Janitorial Services provides our employees with exceptional equipment to get the job done. We believe that a well-structured training program coupled with the most technically advanced cleaning equipment produces a healthier, cleaner, and more welcoming building for your clients and employees.

Allied Universal may utilize the following equipment to complete all cleaning tasks required.

- ProTeam Super Coach Pro® HEPA Vacs
- 3M™ Easy Trap Duster System
- Waxie Floor machines, low/high-speed
- Autoscrubbers
- Carpet cleaning extractors (Noah/CFR)
- Brooms
- Microfiber towels
- Deck brushes
- Floor Machine pads
- Mop buckets and ringers
- Trash barrels
- Tool caddies for barrels
- Advance upright HEPA Vacuums
- 3M™ Easy Scrub Flat Mop System
- Burnishers
- 20 gal. Wet/Dry vacuum
- Pressure Washers
- Wet Floor Signs
- Corner/grout brushes
- Microfiber extension dusters
- Mr. Clean Magic Erasers
- Squeegees
- Toilet bowl brushes
- Cotton and nylon mops
- Personal Protective Equipment – Rubber gloves, eye glasses

All cleaning tools and equipment utilized by Allied Universal's cleaning professionals are employed to meet LEED and CIMS standards.

CLEANING INNOVATIONS

DUAL BUCKET MOPPING SYSTEM

The dual bucket mopping system takes floor cleaning to a new lever of clean. The system features a dual-compartment bucket to isolate dirty water from clean water, while also preserving the quality and cleaning power of cleaning solution. The system is also more ergonomic than the standard mop buckets since it divides the liquid weight, requiring less effort to empty each bucket when full. The buckets come in multiple colors to eliminate cross-contamination between general office cleaning and restrooms.

UNBELIEVABLE RESTROOM CLEANER

The restroom attendant will carry a deck brush and utilize Waxie's Unbelievable microorganism cleaning process. The microorganisms in the product feed on organic waste and are reactivated every time they come in contact with water. The floor cleaning will be sprayed around the base of the toilets and under the urinals to neutralize odors and deliver a better clean each and every night.

Unbelievable has the following benefits:

- Environmentally conscience, water based
- Prevents slippery floors, no rinsing required
- Eliminates odors in floor drains
- 100% All Natural – Non-Toxic
- Rejuvenates floor appearance with repetitive use

DOODLESCRUB

The Doodle Scrub cleans and prepares floors around stationary equipment, especially around tight to reach places like bathroom stalls, toilets, and in stairwells. It works great on tile and grout, VCT floors, marble, limestone, rubberized stairs, and much, much more.

The Doodle Scrub weighs in at 22 lbs and has the same weight per square inch as larger machines, but is small enough to fit in tight spaces. The motor generates 4100 rpms of power to ensure that all surfaces get cleaned efficiently.

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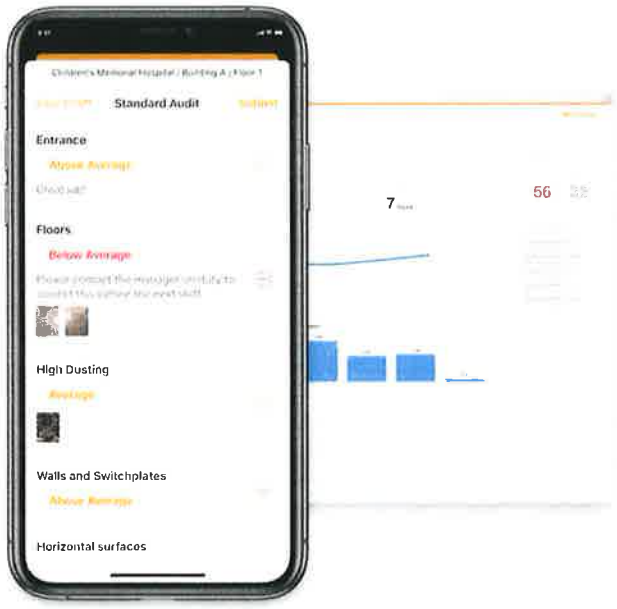
Easy to use Quality Control App



SYRG

Allied Universal is the first janitorial services provider to implement SYRG, is a new smartphone app, to fill open shifts due to vacation and sick/absence call-offs. The simple-to-deploy platform provides Allied Universal's supervisors the tools they need to excel. Our open-shift-filling solution provides the following benefits by freeing up 5-10% of our manager's time, and reduces overtime wages.

- Reduces Costs
- Reduces Customer complaints
- Improves Compliance
- Increases employee engagement
- Increases Customer Service levels

COVID-19 RESPONSE & ELECTROSTATIC SPRAYING

Allied Universal has been at the forefront of the Coronavirus pandemic, with frontline workers providing daily disinfecting to keep working environments safe for essential workers. Allied Universal has partnered with Forensic Analytical Consulting Services (FACS), who have reviewed and confirmed that all of our Viral Contamination Response Protocols meet CDC, WHO, and Cal-OSHA guidelines and have been certified by a Certified Industrial Hygienist.

Allied Universal's disinfecting regiment starts with employees wearing proper Personal Protective Equipment while on the job site, including face masks, gloves, goggles, and any other required items to properly complete their job task. Employees utilize SCJohnson's TruShot® 2.0 Restroom Cleaner and Disinfectant along with the PROTEXUS Electrostatic sprayers with PURTABS, an effervescent tablet disinfectant registered with the EPA, to effectively disinfect surfaces. The PROTEXUS electrostatic spraying system provides 360° of disinfecting and sanitizing.

ALLIED UNIVERSAL
There for you

ALLIED UNIVERSAL JANITORIAL SERVICES
There for you

SCOPE OF WORK

LEVEL 1

Preventative
High-touch Point Disinfecting

This level of cleaning is the first line of defense in an effort to prevent community spread of viruses. Allied Universal® recommends this level of disinfecting to supplement current day porter and/or night cleaning services. Services can be provided throughout the building's common areas and inside tenant spaces on high-touch point surfaces.

STAFFING PERSONNEL
Additional Day Porter and/or Night Cleaning

RECOMMENDED FREQUENCY
Weekly, Daily After Occurrence*

1. Put on all personal protective equipment (PPE) according to the label or SDS. Have all of the necessary cleaning products, protective equipment, signs, cleaning cloths, and tools available.
2. Apply SCJohnson TruShot™ Disinfectant cleaner on virtually all non-porous surfaces.
3. Pay special attention to the following:

- Doorknobs/Handles
- Office Push Plates
- Waiting Area Furniture
- Vending Machines
- Cupboard Handles
- Reception Area/Lobby
- Microwave Exteriors
- Copy/Print Machines
- Refrigerator Exteriors
- Push to Exit Buttons
- Meeting Offices
- Ice Makers
- Dishwasher Exteriors
- Distribution/ Mailrooms
- Water Machines
- Restrooms

4. Allow surfaces to remain wet to optimize dwell time for cleaning and disinfection while doing other cleaning tasks.
5. Follow product label instructions to determine how long the surface must remain wet for optimal disinfection

SEE THE SPEC SHEET

LEVEL 2

Detailed Disinfectant Team

This is recommended if there is a reasonable possibility of a likely confirmed case present in the space. Every single touchable surface is disinfected and wiped down by the Disinfectant Team that is on call 24 hours a day, 7 days a week. Our staff is trained based on the most current CDC cleaning and disinfecting guidelines to help eliminate viruses and prevent their spread. All touch surfaces will be treated with disinfectant. Level 2 increases the scope to include all workstations, cubicles, private offices, and electronics.

STAFFING PERSONNEL
Disinfectant Team

RECOMMENDED FREQUENCY
As Needed*

LEVEL 2 SCOPE OF WORK INCLUDES LEVEL 1 SCOPE OF WORK, ALONG WITH THE ADDITIONAL AREAS BELOW:

- Individual Cubicles
- Shared Workstations
- Private Offices
- Open/Shared Offices
- Mothers' Rooms
- Copy Rooms
- Phones
- Keyboards
- Lobby/Waiting Area Furniture
- Access Badge Readers
- Reception/Security Desk
- TV/Monitor Remotes
- Filing Cabinets
- Chairs
- Chair Armrests
- Tables
- Coffee Makers
- Whiteboard Pens
- Conference Call Equipment
- Mailing Stations
- Paper Shredders & Bins

SEE THE SPEC SHEET

LEVEL 3

Electrostatic Pandemic Cleaning

Level 3 cleaning is strongly recommended if there is a confirmed case in your building. CDC recommends areas be completely vacated for a minimum of 24 hours prior to work commencing. This service includes all areas/surfaces in Level 1 and Level 2, accompanied with commercial grade electrostatic spraying machines. This misting technology will apply disinfectant to all surfaces*, including touchable, untouchable, and unreachable surfaces due to the electrostatically charged particles. The disinfecting solution has a neutral pH making it non-corrosive and non-caustic on surfaces.

STAFFING PERSONNEL
Disinfectant Team with minimum of one (1) Non-working Supervisor for fit mask testing, oversight, and documentation

RECOMMENDED FREQUENCY
As Needed*

LEVEL 3 SCOPE OF WORK INCLUDES ALL AGITATING CLEANING AND DISINFECTING FOR LEVEL 1 AND LEVEL 2.

1. Don all necessary CDC/WHO/OSHA identified PPE including N95 facemasks, chemical-resistant splash goggles, disposable nitrile gloves, coveralls, and disposable footies.
2. Clean, agitate, and disinfect all areas per Level 1 and Level 2 Scope of Work.
3. Complete Electrostatic Pandemic Cleaning.
4. Ensure proper dwell time on all surfaces.
5. Wipe down to remove any spotting of disinfectant solution.
6. Enter doffing D-Con area to remove CDC/WHO/OSHA identified PPE.
7. Bag all required PPE in minimum 6 millimeter liner trash bag and materials.
8. Disinfect 6 millimeter liner bag and haul off-site per proper CDC/WHO/OSHA guidelines.

SEE THE SPEC SHEET

ALLIED UNIVERSAL
... there for you.

evaclean™

INFECTION PREVENTION SOLUTIONS BY EARTHSAFE

PUR:ONE

EFFERVESCENT CLEANER & DISINFECTANT TABLETS

PX200ES

Handheld Electrostatic Sprayer

PURTABS

EFFERVESCENT SANITIZING / DISINFECTION TABLETS

KILL CLAIMS

PUR:ONE EPA REG. NO. 71847-7-91524	PURTABS EPA REG. NO. 71847-6-91524
BACTERIA: *Staphylococcus aureus*, *Staphylococcus aureus* – methicillin resistant (MRSA) & glycopeptide-resistant (GRSA), *Staphylococcus epidermidis*, *Salmonella enterica*, *Pseudomonas aeruginosa*, *Streptococcus pneumoniae*, *Escherichia coli* O157:H7, *Acinetobacter baumannii*, Vancomycin resistant *Enterococcus faecalis*, Carbapenem resistant *Klebsiella pneumoniae*, *Clostridium difficile* spores, *Klebsiella pneumoniae*	**BACTERIA:** *Staphylococcus aureus*, *Staphylococcus aureus* – methicillin resistant (MRSA) & glycopeptide-resistant (GRSA), *Staphylococcus epidermidis*, *Salmonella enterica*, *Pseudomonas aeruginosa*, *Streptococcus pneumoniae*, *Escherichia coli* O157 H7, *Acinetobacter baumannii*, Vancomycin resistant *Enterococcus faecalis*, Carbapenem resistant *Klebsiella pneumoniae*, *Clostridium difficile* spores, *Klebsiella pneumoniae*
VIRAL: Respiratory syncytial virus, Rhinovirus Type 14, Influenza Virus H1N1, Human Immunodeficiency Virus Type 1 (HIV-1), Hepatitis A virus, Hepatitis B virus, Hepatitis C virus, Avian influenza A (H5N1), Norovirus, Poliovirus Type 1, Coxsackievirus B3, Herpes simplex virus type 1, Coronavirus (Porcine Epidemic Diarrhea virus)	**VIRAL:** Respiratory syncytial virus, Rhinovirus Type 14, Influenza Virus H1N1, Human Immunodeficiency Virus Type 1 (HIV-1), Hepatitis A virus, Hepatitis B virus, Hepatitis C virus, Avian influenza A (H5N1), Norovirus, Poliovirus Type 1, Coxsackievirus B3, Herpes simplex virus type 1, Coronavirus (Porcine Epidemic Diarrhea virus)
TB: *Mycobacterium bovis* (TB)	**TB:** *Mycobacterium bovis* (TB)
FUNGAL: *Aspergillus fumigatus*, *Trichophyton interdigitale*	**FUNGAL:** *Aspergillus fumigatus*, *Trichophyton interdigitale*
BIOFILM: *Pseudomonas aeruginosa* (in a biofilm), *Staphylococcus aureus* (in a biofilm)	

	CONCENTRATION	DILUTION
PUR:ONE	**4306 PPM** *1 minute kill claim for Coronavirus* *See above for full list of PUR:ONE kill claims*	(4) 3.3g tabs per quart
PURTABS	**4306 PPM** *1 minute kill claim for Coronavirus* *See above for full list of PURTABS kill claims*	(4) 3.3g tabs/1qt w/Protexus Sprayer

CLEANING AND DISINFECTING

STEP 1 – Clean all surfaces, including floors, with PUR:ONE using microfiber cloths and flat mops.	**STEP 2 –** Disinfect all surfaces using the Protexus sprayer and PURTABS for enhanced touchless disinfection.

Ensure that all environmental cleaning and disinfection procedures are followed consistently and correctly. Thorough cleaning of environmental surfaces with PUR:ONE and applying PURTABS as a disinfectant is an effective and sufficient procedure.

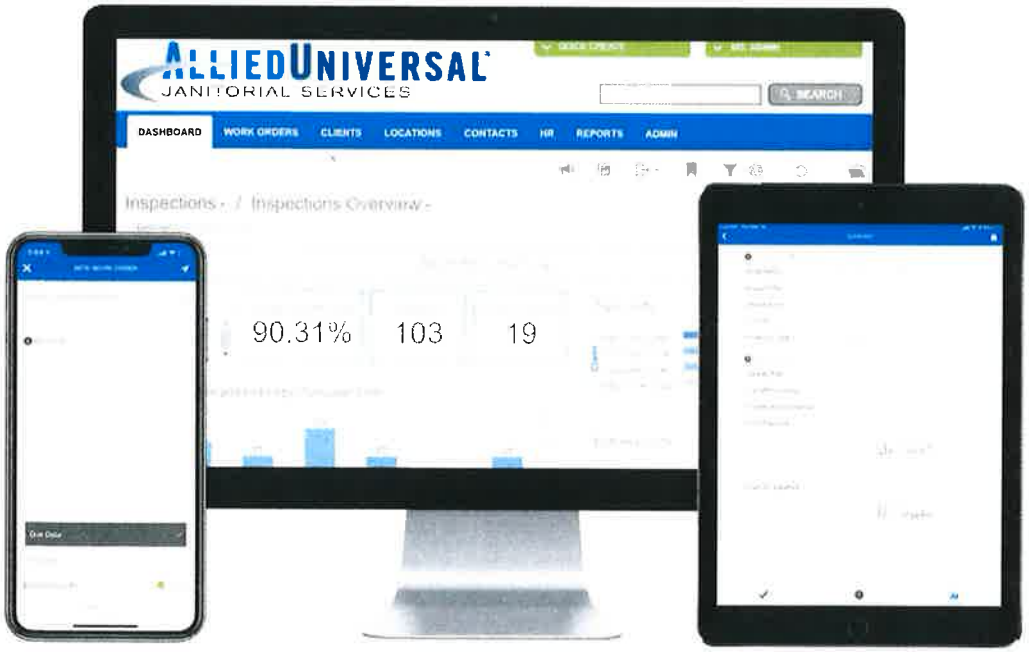
QUALITY ASSURANCE PROGRAM

Allied Universal provides an exemplary quality assurance program. It begins with a well-trained, stable, and reliable work force, delivering consistent job performance and low employee turnover. Our Quality Assurance plan was created to make sure we are exceeding ***YOUR*** cleaning expectations, while allowing us to identify any service areas that may need improvement.

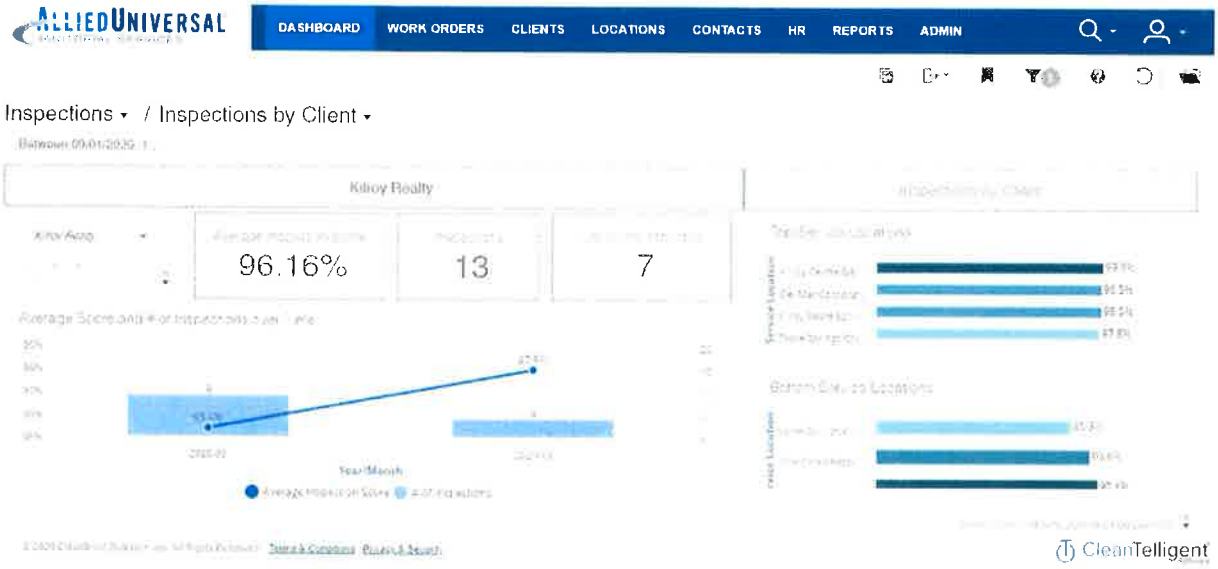
We deploy a proactive quality control plan with onsite visits from our management team. Supervision is a key element to an effective quality assurance program. In addition to the onsite supervisor, you will also be assigned an Account Manager who will provide additional supervision and support. They will perform on-site routine inspections based on your needs to ensure expectations are exceeded.

Allied Universal utilizes a cloud-based inspection and periodic scheduling program that retains your account's specific scope of work, floor work frequencies, and validation of services. The program also acts as a work order system, if needed. The software provides detailed communication and transparency of quality control inspections. Your Account Manager will have access your unique scope of work through the program on either their cell phone or tablet. Inspections are performed either weekly or every other week, depending on the building's needs and your request, and results are automatically emailed to the appropriate parties once an inspection is completed.

Allied Universal keeps a history of all inspections and allows for KPI reporting and historical trend analysis. Pictures can be taken while at a facility to address other building service needs, including plumbing or electrical issues that need to be handled by a trained Engineer. The site contract who oversees the cleaning services will have access to the system with a login and password. All periodic schedules and inspections can be viewed at your convenience.



The following dashboard is from one of our clients who utilizes the full scope of our inspection program. We have provided a month-to-month comparison for the client's 10 different locations. As you can see, there has been an increase in the average inspection scores from 95.4% to 97.9%.



By tracking all inspections, historical trends will take shape and allow Allied Universal's Account Manager to identify areas that need improvement, either by area, or by type of service delivered. The Account Manager can then provide further training and coaching to those employees.

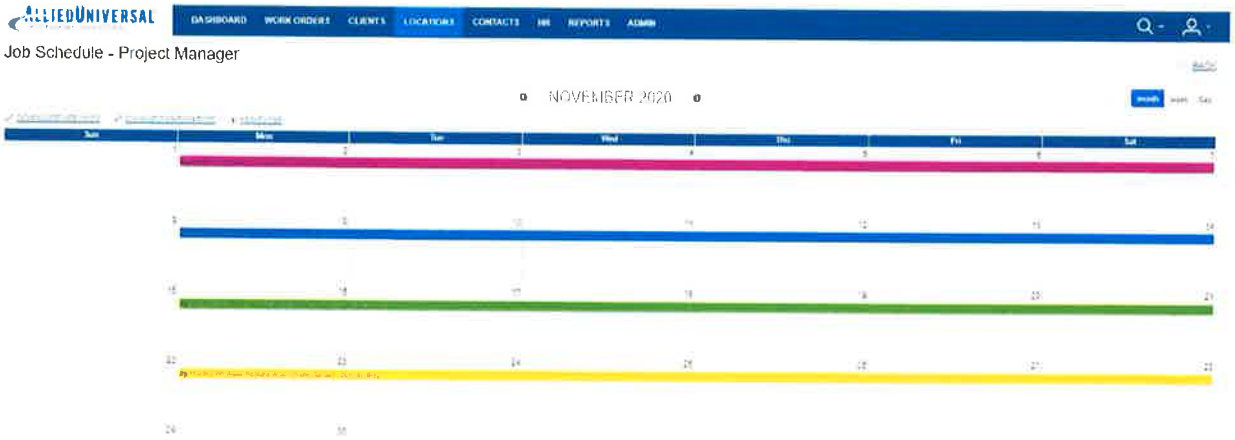
Allied Universal sets its benchmark with a minimum of 85% scores for all inspections. Should any inspection fall below this rating, email notifications are automatically generated and sent to the Regional Vice President for review and an action plan is put in place to ensure KPIs increase upon the next inspection.

At the beginning of each month, we will meet with the night crew to recap the previous month's performance, highlight successes, and address the areas that may need improvement. Periodically, our team will provide dinners for larger crews and recognize outstanding performance by exceptional cleaning professionals.

Allied Universal will also schedule QBRs (Quarterly Business Review) that will review the following in detail:

- What successes transpired
- What challenges we faced and the solutions implemented
- Recognize top performing cleaning professionals with awards
- Review further training and development of the crew
- Identify goals for the upcoming quarter

PERIODIC FLOOR SCHEDULES



TRANSITION PLAN

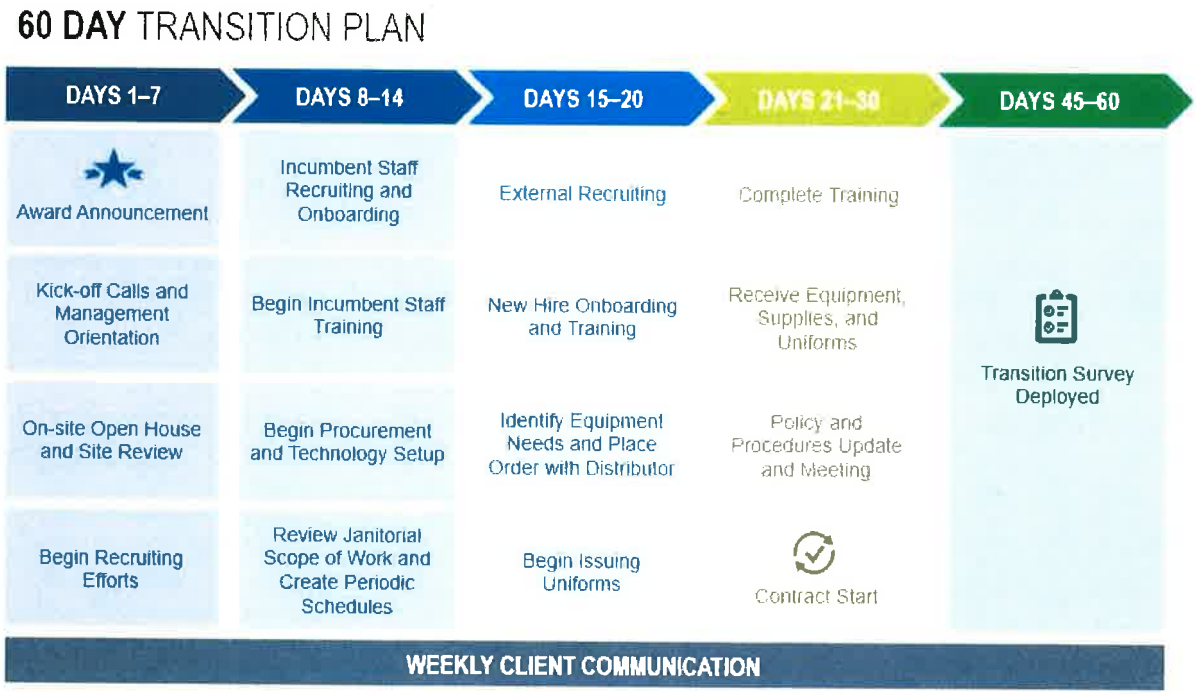
Allied Universal prides itself in smooth transitions as we begin new accounts. Our entire team goes to great lengths to ensure a smooth transition. The transition process typically begins at least 30 days prior to the start date of service. Details of the contract are reviewed upon award of services, and a startup team is placed in motion.

The team will be assigned responsibilities, and a transition checklist with tasks will be tailored for your account. The transition team leader will maintain the transition checklist and will be held accountable for ensuring all transition tasks are completed and nothing is missed during this busy time. Start and completion dates, deliverables and every resource we require will be maintained on this spread sheet and shared weekly with our facility or property manager to ensure they are in the loop with the progress of our transition.

The transition team will consist of personnel from the following departments:

- Operations Team
- Risk Management & Safety
- Training (FLS, Cleaning, Emergency Response)
- Human Resources
- Administration (Billing, payroll, purchasing)

Once everything is in place and we are ready to start, we visit all involved parties to go over their specific needs and details for cleaning their individual areas. By meeting with management before we start service, we avoid the service issues that you may encounter when switching janitorial providers. We feel this is one of the most important pieces of the process to ensure a seamless transition. The transition spread sheet and team leader will continue to keep our client contact informed until all items have been successfully completed.



VALUE ADD SERVICES

Allied Universal Janitorial Services provides industry leading janitorial services throughout the nation. At every account, we employ sustainable cleaning equipment, supplies, and procedures to reduce our environmental impact and provide a clean and healthy work environment.

Allied Universal Janitorial Services is a wholly owned company of Allied Universal. Our sister company, Allied Universal Security Services, is the largest security company in North America with over 800,000 employees. By combining our knowledge in the janitorial and security industries, Allied Universal is able to offer unprecedented value-added services that no other janitorial company can provide.

RELEVANT INDUSTRY INFORMATION

As a client, you will automatically be included on our Email Information Network. We routinely distribute notifications of incidents both nationally and locally that could impact your business. We also keep you informed in real time when events occur in your immediate area. Our local managers will monitor these occurrences and feed information back to management as these situations unfold.

We also have a large library of cleaning and security related brochures available in print and PDF format that are yours for the asking to distribute to your customers. Designing and printing these can be an extremely costly venture. Subjects covered include:

- **Security Awareness**
- **Holiday Safety Tips**
- **Disaster Preparedness**
- **Healthy Working Environment / Flu Protection**
- **Laptop Security Protection**
- **Keeping Your Office Safe**
- **Identity Theft Protection**

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

UNIVERSAL BUILDING MAINTENANCE, LLC

dba

ALLIED UNIVERSAL JANITORIAL SERVICES

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
UNIVERSAL BUILDING MAINTENANCE, LLC

This Agreement for Services ("Agreement") is entered into as of this 13 day of November 2024 by and between the City of Wildomar, a municipal corporation ("City") and Universal Building Maintenance., 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 proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 1 year commencing on January 1, 2025.

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 one hundred forty thousand three hundred twenty two dollars and four cents ($140,322.04), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

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

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

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by

Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

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

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. 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) to the extent caused by any negligent error or omission or willful misconduct 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), to the extent caused by negligence or willful misconduct in the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) 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.

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595

To Service Provider: Universal Building Maintenance
1551 Tustin Ave
Suite 650
Santa Ana. CA. 92705

Notice shall be deemed effective on the date personally delivered or transmitted

by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

UNIVERSAL BUILDING MAINTENANCE DBA ALLIED UNIVERSAL JANITORIAL SERVICES

By: _____
Mark E. Olivas
President

By: _____
Name: _____
Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ INDIVIDUAL

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_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

SPECIFICATIONS FOR JANITORIAL SERVICES
Section A – General Provisions

Specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building shall be included as though written into these Specifications.

Contractor is advised that City facilities are frequently used for citywide meetings and special events, etc. and shall require additional services. Therefore, the Contractor shall assure a level of flexibility in staff scheduling so as to provide for servicing of all restrooms, offices, etc. Contractor will be notified of the scheduling by the Facility Contract Specialist.

Contractor shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 32202 General Industry Safety Orders.

Contractor will be required to provide SDS sheets for every chemical utilized by their employees at the City Facilities.

Uniform is defined as a clean, long or short-sleeved (no sleeveless, or tanks tops) shirt with collar, worn with pants (no mid-calf, or short pants), with the company name on the shirt. All uniforms are to be of same color. Contractor is responsible for all uniforms and attire worn by custodial staff.

Contractor issued photo identification cards are to be worn on the uniform while each employee is working in any City facility.

Contractor will be required to implement a time tracking system for all janitorial employees with facility-specific time stamping. It is the contractor’s responsibility to select, purchase, and maintain the time-tracking system.

The Contractor is allowed to drive company vehicles in the Parks. All vehicles must be driven on designated paths of travel only. Vehicles are not allowed to be driven on turf or landscaping.

At least one worker per crew shall be fluent in English. (speak, read and understand English).

The Contractor shall be responsible for instructing employees in utility conservation practices and shall operate in such a manner that precludes the waste of utilities. All lights and water must be turned off upon completion of daily services.
The disposal of all water and chemicals are to be properly drained into city designated drains. Mop buckets and chemicals are not to be emptied on sidewalk or planters.

This contract is overseen by the city's Facility Contract Specialist. All correspondence regarding these requested services shall be made directed to this member of city staff.

No key issued to the Contractor by the City shall be duplicated. The Contractor shall develop procedures covering key control that will be included in their Quality Control plan.

Section B – Scope of Services

B-1 Entrances, Lobbies, and Corridors

1. Daily

- **a.** Sweep bare floors and vacuum carpeted floor areas. Disinfect and polish metal doorknobs, push bars, kick plates, railings and other metal surfaces. Clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor.
- **b.** Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture or behind doors. Carpets shall be clean and free from dust balls, dirt and other debris.
- **c.** Metal surfaces shall be free of smears, stains and finger marks. They shall be clean and bright and polished to a uniform luster.
- **d.** Smudges, marks or spots shall have been removed without causing unsightly discoloration. There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- **e.** Damp mop and spray buff all hard and resilient floors. Floors shall be free of streaks, mop strands marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.
- **f.** Clean both sides of entrance door glass and glass surrounding entrance doors within reach. All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.

2. Monthly
- **a.** All grout lines shall be clean and free of stains and discoloration.
- **b.** Wash the interior windows in these areas.

3. Quarterly
- **a.** Thresholds shall be clean and free of oil, grease, dirt and grime.
- **b.** Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.
- **c.** Wash the exterior windows in these areas.

B-2 City Occupied Suites Cleaning

Includes all office areas, file rooms, conference rooms, kitchens / lunchrooms, locker rooms, Council Chambers, lounges, and the corridor space adjacent to these areas.

1. Daily
- **a.** Empty wastebaskets and remove trash to designated disposal area. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Clean the areas used for the collection of solid wastes. Wash or steam clean all cans used for collection of food remnants, inside and out. No chemicals or cleaners shall be used without the prior written consent of the manager.
- **b.** All recyclable waste disposed of in designated recycling bins throughout the buildings shall be collected and removed to an area designated by the City.
- **c.** Thoroughly germ-clean kitchen and lunchroom floors including tables, chairs and counter tops with approved disinfectant.
- **d.** All solid waste generated in the building shall be collected and removed to area designated for trash by the City.
- **e.** Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
- **f.** Clean interior of microwaves, sinks, ovens, stoves, refrigerators, and coffeepots.
- **g.** Clean both sides of plate glass within the building. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall not be cloudy. Cleaners shall be non-abrasive and special care shall be taken so that glass treatments (tinting) shall not be scratched.
- **h.** In office areas, file rooms, conference rooms, and lounge areas sweep floors, vacuum carpet and extend the sweep or vacuum to remove obvious dirt from around and under furniture. Remove gum from under desks and workstations. Carpet surfaces shall be free of obvious dirt, dust and other debris.

i. The term carpet or carpeting is intended to include wall-to-wall carpeting as well as room size rugs and area rugs.
j. Floor surfaces shall be free of obvious dirt or debris. Sweep with a chemically treated mop.
k. Available horizontal surfaces shall be free of obvious dust. Dust all blinds.
l. Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.
m. Carpet Spotting: Excessive buildup spillages or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of fizzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Spot cleaning shall be done according to manufacture recommendations.
n. Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area shall have a uniform luster.

B-3 Restroom

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

1. Daily
a. Sweep and wet mop or scrub floors utilizing a cleaner - disinfectant.
b. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.
c. Clean and sanitize all fixtures including metal and chrome surface - water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers and wall surfaces, utilizing a germicidal detergent solution.
d. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
e. Empty waste receptacles, service/supplies, paper towel, soap, toilet paper and seat cover dispensers. Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.

f. All supplies shall be provided and waste receptacles shall be emptied and sanitary napkin dispensers' emptied, cleaned, disinfected and new bags inserted.

g. Smudges, marks or spots shall have been removed without causing unsightly discoloration. Wipe down high touch areas, such as, door handles, telephones, etc.

h. There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

i. Contractor is required to plunge any water closets that are clogged to the best of their abilities. Contractor must alert the City of any water closets still clogged after unsuccessfully trying to unclog said water closet.

2. Weekly

a. Floors shall be free of streaks, mop-strand marks and skipped areas. All walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

b. Damp wiping the full surface area of all stall-partitions, doors, counter tops, shelves, and wastepaper receptacles utilizing a multipurpose germicidal cleaner without causing unsightly discoloration.

c. All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

d. Prime and treat floor drains with an approved liquid enzyme treatment to reduce odors and gas smells.

3. Monthly

a. Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards and other surfaces shall be free of residue.

b. All grout lines shall be free of all stains and discoloration.

4. Quarterly

a. Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuffmarks. There shall be no buildup in corners or crevices.

b. Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.

B-4 Drinking Fountains

1. Daily

a. The stainless-steel surface shall be clean and bright, and they shall be free of dust, spots, stains and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds etc.

B-5 Carpet Shampooing

1. Weekly

a. During the week, check and spot clean, corridors, lobbies, individual areas, conference rooms, and all other carpeted areas on the floors as needed. Spot clean as per manufacture recommendation.

2. Bi-Annually (Twice a Year)

a. Carpets in lobbies, entrances, elevator and corridor are to be shampooed during non-office hours.

B-6 Modular System Furniture and Upholstered Furniture

1. Monthly

a. Thoroughly vacuum to remove embedded dirt and dust.
b. Spot cleaning upholstered furniture with approved cleaner.
c. Do not read or remove any materials left on desks, file cabinets, etc.
d. Do not use computers or telephones for personal calls.
e. Do not open drawers, doors, etc. of office furniture.
f. Secure and check all doors and windows upon completion of cleaning operations and set security alarm system.

B-7 Interior Windows and Glass

1. Monthly

a. Wash interior building windows, including glass doors, and all plates around windows and glass.
b. Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

B-8 Exterior Windows

Exterior windows shall be cleaned during the following months:

- January
- April
- July
- October

B-9 High Cleaning

1. Monthly

a. Clean surfaces and objects in the buildings approximately 70 inches or more from the floor. This includes but is not limited to the wall and ceiling

area, ventilation and air conditioning outlets, top of partitions, pictures, plaques, file cases, bookcases, light fixtures, window seals etc.

B-10 Elevator

1. Daily
- **a.** Metal surfaces shall be free of smears, stains and finger marks. They shall be clean and bright and polished to a uniform luster.
- **b.** The area is to be vacuum carpet to remove obvious dirt.

B-11 City Hall Exterior Maintenance

1. Daily
- **a.** Removal of all litter along building perimeter and northeastern parking lot.
- **b.** Trash receptacles to empties and liners replaced.

2. Monthly
- **a.** Pressure washing of sidewalks and benches.

B-12 Pressure Washing of City Assets

Services include tasks and processes to ensure the city assets are cleaned and free of dirt and grim. Services are to be conducted with a hot water unit. Contractor shall provide equipment to transport water to each facility. City may provide water filling location upon advance scheduling with Facility Contract Specialist.

1. City Hall
- a. Site is be addressed monthly.
- b. Pressure Washing services shall address all sidewalks, benches and railings along the perimeter of building site.

2. Parks
- **a.** Services are to be provided monthly.
- **b.** Park Amenities to be addressed are, but not limited to: Picnic Tables, Steel Benches, Water Fountains, Playgrounds surfaces, Trash Cans, and Dog Bag Dispensers.
- **c.** Gazebo and surrounding concrete surfaces are to addressed as-needed and upon request from city staff.
- **d.** Pressure washing nozzles are to remain 10-12 inches away from any surface to prevent any damage of park amenities

3. On-Call Services
- **a.** On-call services shall available and billed separately from standard city services.
- **b.** On-call services are to include the removal of graffiti larger than 2 square feet of surface area.

B-13 Park Facilities

1. Trash Disposal

a. Trash Receptacles: Remove/empty trash bags from receptacle, replace trash bags, and remove trash to a designated disposal area. *(Liners are to be replaced daily)*
    i. Marna O'Brien – 11 receptacles
    ii. Heritage Park – 5 receptacles
    iii. Windsong Park – 3 receptacles
    iv. Malaga Park – 2 receptacles
b. Each site in its entirety should be inspected for litter. Litter and debris are to be removed from each location. All sidewalks, picnic areas, playgrounds, shrub gardens, basketball courts, parking lots, bleachers, benches, turf and structures are to be free of all litter and debris.
c. All trash accumulated from all park locations is to be disposed of in the Marna O'Brien Park dumpster located at the southern parking lot entrance.

2. Recycling Receptacles
    a. Remove/empty recycling bags from receptacle, replace bags, and remove recyclables to a designated disposal area.
    b. All accumulated recycling bags are to be disposed of in the Marna O'Brien Park dumpster location at the southern parking lot entrance.
        i. Marna O'Brien Park – 3 receptacles
        ii. Heritage Park – 2 receptacles
        iii. Windsong Park – 1 receptacle
3. Picnic Shelters/ Gazebos
    a. Wipe down tables, sweep surrounding area, and dispose of the charcoal and clean the BBQ.
    b. Spot cleaning of concrete surfaces to be free of grim and dirt.
4. Drinking Fountains
    a. The stainless-steel surface shall be clean and bright, and they shall be free of dust, spots, stains and streaks
        i. Marna O'Brien Park – 3 fountain units
5. Dog Bag Dispensers
    a. Dispenser surface is be cleaned daily and free of any
    b. Dispensers are be refilled as needed.
    c. Bags are to be supplied by contractor and to be form fitting to dispenser.
        i. Marna O'Brien Park – 3 dispensers
        ii. Heritage Park – 2 dispensers
        iii. Windsong Park – 2 dispensers
6. Bleachers and Benches
    a. Area shall be cleaned daily to be free of dirt, litter including food debris and grim.
    b. Surfaces shall be wiped down.

7. Snack Bar and Building
    a. Roll Up doors shall be swiped down streak free
    b. Hard counters shall be swiped down daily and free of all dirt and grim.
    c. Sweep and wet mop or scrub interior floors utilizing a cleaner/ disinfectant weekly
    d. All stainless-steel surfaces disinfected utilizing a germicidal detergent solution.
8. Playgrounds
    a. Play structures are free debris and are to be blown free of all wood fiber material
    b. Slides are to be free of streak marks.
    c. Surrounding walkways are to be free of all litter, debris, and wood fiber.
    d. Graffiti is be removed with approved cleaners that will not damage surface of play equipment.
    e. Vandalism is to be reported to Facilities Contract Specialist.
9. Restrooms
    a. Sweep and wet mop or scrub floors utilizing a cleaner - disinfectant.
    b. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
    c. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.
    d. Maintain all drains clean and clear of debris and grim.
    e. Clean and sanitize all fixtures including metal and chrome surface - water closets, urinals, washbasins.
    f. Supply and refill hand soap solution for all dispensers.
    g. Empty waste receptacles, service/supplies, paper towel, soap, toilet paper and seat cover dispensers. Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.
    h. Contractor is required to plunge any water closets that are clogged to the best of their abilities. Contractor must alert the city of any water closets still clogged after unsuccessfully trying to unclog said water closet.
    i. Weekly, all surfaces including ceilings should be cleared of dirt and debris.
    j. Monthly, all grout lines shall be free of all stains and discoloration.
10. Graffiti
    a. All graffiti is to be reported to the city's Facility Contract Specialist.
    b. Contractor will attempt to remove any graffiti within 2 square feet in size.

B-14 Special Events Janitorial Services

1. Provide onsite staff services during city sponsored events.
    - **a.** Set up and breakdown of trash receptacles
    - **b.** Removal and replacement of trash and liners during the event.
    - **c.** Pick up litter and debris produced during the event.
    - **d.** Porter services to restroom when applicable for the duration of the event.
        i. Restrooms are be checked every half hour to ensure cleanliness.
    - **e.** Upon completion of event, walk thru of site removing all remaining debris and litter.
    - **f.** Transport all debris to city designated dumpster upon completion of event.

Section C – Requirements for Supplies

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    - **a.** Written documentation from the product vendor certifying:
        - **i.** The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        - **ii.** The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    - **a.** Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        - **i.** Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        - **ii.** Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        - **iii.** Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        - **iv.** Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        - **v.** General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        - **vi.** Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at

least 40 percent, by fiber weight, postconsumer recycled content fiber.

3. These minimum postconsumer recycled content fiber requirements are required when:
    a. Available at no greater cost than non-recycled products, and
    b. Fitness and quality are equal to non-recycled products

Section D - City Observed Holidays

The following days are recognized and observed holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veterans Day (November 11)
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

Section E – Hours of Services

E-1 City Hall Common Area

1. Day Porter Services
    a. Services shall be conducted from the hours of 5:00am – 10:00am
    b. Service days are Monday – Friday excluding city holidays.
    c. Services are to be provided during the last of week of December.

E-2 City occupied suites

1. Non-Business Hours Services
    a. Services shall be conducted between the hours of 7:00pm – 10:00pm
    b. Service days are Monday – Friday excluding city holidays.

E-3 Wildomar Cemetery Buildings

1. Non-Business Hours Services
    a. Services shall be conducted from 4:00pm – 7:00pm
    b. Service days are Monday – Friday excluding city holidays

E-4 Park Services

1. Services are to be conducted between the hours of 6:00am – 10:00am
2. Services are to be conducted daily including weekends and holidays
3. Marna O'Brien Park is to receive a secondary service between 3:00pm – 5:00pm
4. All pressure washing services are to be conducted between 6:00am and 3:00pm.

EXHIBIT "B"
COMPENSATION

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

	FY 24/25	FY 25/26
A Janitor	$32.00/hr.	$33.00/hr.
B. Emergency Services	$38.00/hr.	$38.00/hr.
C. Pressure Washing Services	$85.00/hr.	$85.00/hr.
D. Supervisor	$38.00/hr.	$38.00/hr.
E. Day Porter	$32.00/hr.	$33.00/hr.
F. Material Mark Up Rate	10%	10%

	FY 24/25	FY 25/26
City Hall	$31,741.80	$31,741.80
Marna O'Brien Park	$9,986.94	$9,986.94
Regency Heritage Park	$5,577.24	$5,577.24
Windsong Park	$5,577.24	$5,577.24
Malaga Park	$5,577.24	$5,577.24
Wildomar Cemetery District	$4,150.56	$4,150.56
Special Event	$1,200.00	$1,200.00
Supplies (City Hall)	$3,000.00	$3,000.00
Supplies (Cemetery)	$400.00	$400.00
Supplies (Parks)	$2,000.00	$2,000.00
Callouts	$950.00	$950.00

- Special Events allocation are based on hourly rate for 14 events a calendar year with an average of 5 hours per event.

- Callouts allocations are based on an hourly rate for an estimated 1 callout per month for an average of 4 hours per callout.

II. Service Provider may utilize sub-contractors as indicated in this Agreement. No Sub-contractors are indicated for the completion of the services described in the scope of services.

IV. The total compensation for the Services shall not exceed $140,322.04, 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.

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 of $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of $2,000,000 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 $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 of $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional Liability may be combined with Commercial General Liability limits. 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.

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 Service Provider's contractual 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 up to the contractually required limits. 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 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 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.

Subcontractors

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

Special Risks or Circumstances

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

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: November 13, 2024

SUBJECT: Homeless Services Memorandum of Understanding (MOU) with City of Murrieta

SUBMITTED BY: Raul Berroteran, Code Enforcement Manager

PREPARED BY: Raul Berroteran, Code Enforcement Manager

ACTION:
Authorize the City Manager to execute a Memorandum of Understanding (Attachment A) for Professional Services between the City of Murrieta and the City of Wildomar. This agreement, detailed in Attachment A, will establish a month-to-month arrangement for providing unhoused outreach services.

BACKGROUND:
This MOU establishes a collaborative framework to tackle the pressing issue of homelessness affecting both communities in Riverside County. The agreement outlines key areas of cooperation, including the formation of joint outreach teams, information sharing, and a coordinated strategy for Homeless Outreach Services. The goal is to achieve functional zero homelessness, meaning that there will be available beds for anyone in need. In a recent meeting, representatives from both cities agreed to a month-to-month MOU, anticipating the involvement of additional local agencies in the Homeless Alliance Program. A longer-term MOU proposal will be presented once the City of Menifee joins this initiative.

The recent allocation of a $12 million grant for homeless collaboration further strengthens this partnership. It enhances existing programs, fosters a seamless support network, and promotes a compassionate response to homelessness. Additionally, this collaboration opens up new funding opportunities and supports the efficient use of resources across both communities.

Approval of this MOU by the City Council is recommended as a proactive and unified approach to addressing homelessness in our region.

DISCUSSION:

The proposed Memorandum of Understanding (MOU) between the City of Wildomar and the City of Murrieta establishes a collaborative framework to address homelessness through targeted areas of cooperation. Key components include the formation of joint outreach teams, enhanced information-sharing mechanisms, and a unified approach to delivering services for individuals experiencing homelessness. By building on each city's strengths and integrating existing programs and resources, this MOU aims to create a seamless support network for homeless individuals and families. The collaborative efforts outlined are designed to amplify the impact of Homeless Outreach Services and foster a united response to homelessness within our communities.

FISCAL IMPACT:

The fiscal impact of this agreement is approximately $20,039.21 per month, resulting in an estimated annual cost of $240,470.58 for Fiscal Year 2024/2025. This amount was already incorporated into the FY2024-25 Amended Budget. It is important to note that the actual financial burden on Wildomar may be mitigated by multiple grant funds, potentially reducing the overall maximum expenditure.

ACCOUNT CODE:

120-410-4610-52115 Contractual Services

ATTACHMENTS:

Attachment A Clean New MOU w Wildomar.pdf
Attachment B original MOU.pdf

ATTACHMENT A

Homeless Services MOU w-Murrieta

MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES

This MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES ("MOU") is made and entered into this day of , November 13, 2024 by and between the City of Murrieta, a municipal corporation ("Murrieta") and the City of Wildomar, a municipal corporation ("Wildomar"). Murrieta and Wildomar may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Murrieta has developed a comprehensive Homeless Services Program that includes homeless outreach, case management, encampment clean up, and emergency sheltering services, designed to provide homeless programs and services within its city corporate boundaries.

B. Murrieta has entered into certain Agreements for such programs with Kingdom Causes, Inc. dba City Net, a California nonprofit corporation ("City Net") for street outreach and case management services and God's Fan Club dba Project Touch, a California nonprofit corporation ("Project Touch") for emergency sheltering services.

C. Murrieta has served as a lead agency to develop a multi-jurisdictional collaborative named the Regional Homeless Alliance that focuses on addressing homeless programs and services on a regional basis through shared resources and programming.

D. The Parties desire to increase collaboration by utilizing shared services within these existing Agreements through this MOU.

AGREEMENT

1. Homeless Services

Concurrent with the Effective Date of this MOU, Murrieta hereby agrees to provide assistance to Wildomar in an effort to replicate its current Responsible Compassion homeless services program to increase regional collaboration and share homeless services program costs. During the term of this MOU, Murrieta will make services available under existing agreements with City Net and various other contractors for homeless street outreach and case management services, emergency sheltering services, encampment clean up services, and other services as described in Exhibit A. On a month-to-month basis, street outreach services equivalent to 1.5 days per week will be provided to Wildomar along with case management services at the emergency shelter.

2. Term of MOU

The term of this MOU shall be month-to-month from the Effective Date, unless terminated as provided herein.

3. Compensation to Murrieta

Wildomar shall be responsible for reimbursing Murrieta for costs as described in Exhibit A. Murrieta will invoice for payment with detailed invoices for street outreach and case management, and emergency sheltering. Additionally, a ten percent (10%) administrative fee will be charged for services. Wildomar shall, within 30 days of receipt of invoice from Murrieta pay all charges thereon. The compensation for the services shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference and shall not exceed Twenty Thousand, Thirty-Nine dollars and Twenty-one cents ($20,039.21) per month. Murrieta, in its sole discretion, will make available a portion of grant funds secured through a variety of means, including, but not limited to, Housing and Homeless Incentive Program, Department of Health and Human Services Substance Abuse and Mental Health Services Administration funds, and American Rescue Plan Act funds, to subsidize overall monthly costs. Grant funds will be applied to the monthly invoice. Murrieta does not guarantee the ongoing availability of any grant funds.

4. Indemnity

4.1 Neither Wildomar nor any officer or employee of Wildomar shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Murrieta shall fully indemnify, defend and hold Wildomar harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU.

4.2 Neither Murrieta nor any officer or employee of Murrieta shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Wildomar shall fully indemnify, defend and hold Murrieta harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU.

5. Termination

Either Party may terminate the whole or any part of this MOU at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective

date thereof, at least ten (10) days before the effective date of such termination. Upon termination, Wildomar shall be obligated to pay Murrieta for those Wildomar Services which have been rendered prior to the date. Upon termination, any data collected through street outreach, case management, or emergency sheltering services shall be turned over to Wildomar within a responsible timeframe. All personal property collected through homeless encampment clean ups shall be picked up by Wildomar, and Murrieta's liability for such personal property shall cease.

6. Notices

6.1 Written Notice. All written notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

Murrieta
City of Murrieta
Attn: City Manager
Re: MOU for Homeless Services
1 Town Square
Murrieta, CA 92562

Wildomar
City of Wildomar
Attn: City Manager
Re: MOU for Homeless Services
23873 Clinton Keith Road
Suite 110
Wildomar, CA 92595

7. Miscellaneous

7.1 Entire MOU; Amendments. This MOU constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendment to this MOU must be in writing and executed by both Parties.

7.2 Responsibility for additional agreements on behalf of Wildomar. Wildomar shall enter into a separate agreement with Project Touch for emergency shelter services for a maximum of four beds, based upon the same rates as currently exists between Murrieta and Project Touch. Murrieta will invoice for such services. Additionally, should Wildomar desire to utilize Murrieta's existing agreements for encampment clean up services, Wildomar shall enter into agreements with those contractors. Services that are supervised by Murrieta employees will be invoiced by Murrieta, and the administrative fee will apply.

7.3 Responsibility for additional purchases on behalf of Wildomar. At a future, mutually agreed time, Wildomar shall purchase a storage container, commonly known as a Conex box, for the storage of personal property collected during homeless encampment clean ups within Wildomar. Storage container shall be located within the city limits of Wildomar, and Parties shall have access to such facility. Until this storage container is purchased, Parties agree to

utilize the current storage container located at the Murrieta Public Works Yard.

7.4 Governing Law. This MOU shall be governed by the laws of the State of California without regard to choice of law rules.

7.5 Authority to Execute. Any individual executing this MOU on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of such Party, and this MOU is binding upon such Party in accordance with its terms.

7.6 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

7.7 No Waiver. A Party shall not be excused from complying with any of the terms and conditions of this MOU by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

7.8 Force Majeure. With respect to any provisions of this MOU, the violation or non-compliance of any term of this MOU which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

7.9 Limitation of Liability. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7.10 Time is of the Essence. Time is of the essence with regard to the performance of all of Wildomar's and Murrieta's obligations under this MOU.

[SIGNATURES ON NEXT TWO (2) PAGES]

WILDOMAR'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS PROGRAMS AND SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF WILDOMAR, CALIFORNIA

By:_____
Daniel A. York, City Manager

ATTEST:

By:_____
Janet Morales, City Clerk

APPROVED AS TO FORM:

By:_____
Thomas Jex, City Attorney

MURRIETA'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS PROGRAMS AND SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF MURRIETA, CALIFORNIA

By:_____
Kim Summers, City Manager

ATTEST:

By:_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

By:_____
Tiffany Israel, City Attorney

EXHIBIT A

REGIONAL HOMELESS ALLIANCE
Memorandum of Understanding
for Collaborative Homeless Programs and Services between
Cities of Murrieta and Wildomar

ASSUMPTIONS:	To increase regional homeless services collaboration and reach the goal of functional zero homelessness, Wildomar and Murrieta will consider expanding the existing Responsible Compassion homeless services program.
	Wildomar and Murrieta will enter into a month-to-month Memorandum of Understanding (MOU) for Wildomar to purchase the equivalent of 1.5 days of Murrieta's existing agreement with City Net for street outreach and case management services. As Murrieta considers expanding the terms of its existing agreements for services, a longer termed MOU will be considered if mutually agreeable.
	Wildomar recognizes that Murrieta's agreements with service providers Project Touch and City Net will be renegotiated in the near future from monthly agreements to annual. Costs may increase according to standard CPI adjustments.
	Regular status meetings will be scheduled.
SCOPE OF SERVICES:	During the term of this MOU, the City of Murrieta will coordinate the following services on behalf of the City of Wildomar: street outreach and case management services, emergency sheltering services, diversion services, and other services with the goal of functional zero homelessness between the two cities. Functional zero homelessness is defined as all services leading to a bed available for any individual desiring to reach housing sustainability.

Murrieta Commits to:	**Wildomar Commits to:**
Administering and coordinating all homeless services with assistance from Wildomar staff. All protocols for street outreach, case management, and other processes will be shared and replicated.	Entering into a separate agreement with Project Touch for sheltering services utilizing Murrieta's existing agreement and funding structure.
Ensure data entry (including HMIS) and creation of by-name list.	A good faith effort to site an emergency, transitional, or other type of homeless shelter specific to the Wildomar community in the future.
Murrieta to provide a social media campaign through Responsible Compassion Facebook page.	At a mutually agreeable time, purchase and select a site for a storage/Conex box for clean-up and storage of personal items located at encampments
Murrieta may serve, if delegated authority, to represent Wildomar on Riverside County's Continuum of Care.	Communicating with the Riverside County Sheriff's Department its commitment to the Responsible Compassion homeless services framework.
Murrieta will begin researching new grant opportunities as a collaboration.	Duplicating Murrieta's 602-No Trespass protocols and processes.
Approximate Murrieta staff time: Management Analyst @ 16 hrs per month; Director of Community Services @ 4 hrs per month.	Wildomar to piggyback on Murrieta's existing encampment clean up agreements and allocate a sufficient annual budget for these services.
	Wildomar to establish a homeless diversion program (ie., transportation)

EXHIBIT A

REGIONAL HOMELESS ALLIANCE
Memorandum of Understanding
for Collaborative Homeless Programs and Services between
Cities of Murrieta and Wildomar

COSTS	TOTAL APPROXIMATE COST		NOTES	
Street Outeach & Case Management				
Murrieta's monthly costs for City Net - Total services	$32,632.34	Per month		
Divided by 30 days in typical month	$1,087.74	Per day		
Multiplied by 1.5 days	$1,631.62	Per week - Wildomar's commitment		
Total Wildomar responsibility per month	**$6,526.47**	Per month - maximum Wildomar's commitment		
Sheltering				
Assumption: $50/night per bed	$6,000.00	Cap of 4 beds per night		
Assumption: $20/day food	$2,400.00	Cap of 4 individuals per day		
Share of utilities	$285.00	1/4 of utilities - monthly		
Total Wildomar responsibility per month	**$8,685.00**	Per month - maximum Wildomar's commitment		
Total Maximum Share	**$15,211.47**	Monthly		
Murrieta Staff	**$3,306.60**	Monthly		
Murrieta Administrative fee	**$1,521.15**	10%		
OVERALL MAX. WILDOMAR SHARE *	**$20,039.21**	Month	**ANNUAL TOTAL:**	**$240,470.58**
Administrative Fee:	Assuming 10% overall cost 602 No trespassing processes Finance billing, Murrieta's attorney costs, administering bus diversion program, City vehicles, gas, risk management. Does not include: Wildomar's internal costs (ie., attorney, public safety, billing, etc.)			

*** Multiple grant funds will reduce the overall maximum Wildomar share**

ATTACHMENT A

Homeless Services MOU w-Murrieta

MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES

This MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE HOMELESS PROGRAMS AND SERVICES ("MOU") is made and entered into this 14th day of February, 2024 ("Effective Date") by and between the City of Murrieta, a municipal corporation ("Murrieta") and the City of Wildomar, a municipal corporation ("Wildomar"). Murrieta and Wildomar may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Murrieta has developed a comprehensive Homeless Services Program that includes homeless outreach, case management, encampment clean up, and emergency sheltering services, designed to provide homeless programs and services within its city corporate boundaries.

B. Murrieta has entered into certain Agreements for such programs with Kingdom Causes, Inc. dba City Net, a California nonprofit corporation ("City Net") for street outreach and case management services and God's Fan Club dba Project Touch, a California nonprofit corporation ("Project Touch") for emergency sheltering services.

C. Murrieta has served as a lead agency to develop a multi-jurisdictional collaborative named the Regional Homeless Alliance that focuses on addressing homeless programs and services on a regional basis through shared resources and programming.

D. The Parties desire to increase collaboration by utilizing shared services within these existing Agreements through this MOU.

AGREEMENT

1. Homeless Services

Concurrent with the Effective Date of this MOU, Murrieta hereby agrees to provide assistance to Wildomar in an effort to replicate its current Responsible Compassion homeless services program to increase regional collaboration and share homeless services program costs. During the term of this MOU, Murrieta will make services available under existing agreements with City Net and various other contractors for homeless street outreach and case management services, emergency sheltering services, encampment clean up services, and other services as described in Exhibit A. For the initial term of the agreement, street outreach services equivalent to 1.5 days per week will be provided to Wildomar along with case management services at the emergency shelter.

2. Term of MOU

The term of this MOU shall be for a period of six months from the Effective Date, unless terminated as provided herein. The term of this MOU may be extended by mutual agreement of the Parties. After the six month term, Parties will revisit compensation and scope of work to ensure it is equitable for Parties.

3. **Compensation to Murrieta**

Wildomar shall be responsible for reimbursing Murrieta for costs as described in Exhibit A. Murrieta will invoice for payment with detailed invoices for street outreach and case management, and emergency sheltering. Additionally, a ten percent (10%) administrative fee will be charged for services. Wildomar shall, within 30 days of receipt of invoice from Murrieta pay all charges thereon. The compensation for the services shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference and shall not exceed Twenty Thousand, Thirty-Nine dollars and Twenty-one cents ($20,039.21) per month. Murrieta, in its sole discretion, will make available a portion of grant funds secured through a variety of means, including, but not limited to, Housing and Homeless Incentive Program, Department of Health and Human Services Substance Abuse and Mental Health Services Administration funds, and American Rescue Plan Act funds, to subsidize overall monthly costs. Grant funds will be applied to the monthly invoice. Murrieta does not guarantee the ongoing availability of any grant funds.

4. Indemnity

4.1 Neither Wildomar nor any officer or employee of Wildomar shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Murrieta shall fully indemnify, defend and hold Wildomar harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Murrieta under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Murrieta under this MOU.

4.2 Neither Murrieta nor any officer or employee of Murrieta shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Wildomar shall fully indemnify, defend and hold Murrieta harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Wildomar under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Wildomar under this MOU.

5. Termination

Either Party may terminate the whole or any part of this MOU at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective

date thereof, at least ten (10) days before the effective date of such termination. Upon termination, Wildomar shall be obligated to pay Murrieta for those Wildomar Services which have been rendered prior to the date. Upon termination, any data collected through street outreach, case management, or emergency sheltering services shall be turned over to Wildomar within a responsible timeframe. All personal property collected through homeless encampment clean ups shall be picked up by Wildomar, and Murrieta's liability for such personal property shall cease.

6. Notices

6.1 Written Notice. All written notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

Murrieta
City of Murrieta
Attn: City Manager
Re: MOU for Homeless Services
1 Town Square
Murrieta, CA 92562

Wildomar
City of Wildomar
Attn: City Manager
Re: MOU for Homeless Services
23873 Clinton Keith Road
Suite 110
Wildomar, CA 92595

7. Miscellaneous

7.1 Entire MOU; Amendments. This MOU constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendment to this MOU must be in writing and executed by both Parties.

7.2 Responsibility for additional agreements on behalf of Wildomar. Within forty-five (45) days following execution of this MOU Wildomar shall enter into a separate agreement with Project Touch for emergency shelter services for a maximum of four beds, based upon the same rates as currently exists between Murrieta and Project Touch. Murrieta will invoice for such services. Additionally, should Wildomar desire to utilize Murrieta's existing agreements for encampment clean up services, Wildomar shall enter into agreements with those contractors. Services that are supervised by Murrieta employees will be invoiced by Murrieta, and the administrative fee will apply.

7.3 Responsibility for additional services on behalf of Wildomar. Wildomar shall establish dedicated funds for homeless diversion services. Such services include, but are not limited to, the cost of transportation of an individual back to family support away from

Wildomar. In most cases, this service will be completed through the lowest cost transportation available purchase of a bus ticket.

7.4 Responsibility for additional purchases on behalf of Wildomar. At a future, mutually agreed time, Wildomar shall purchase a storage container, commonly known as a Conex box, for the storage of personal property collected during homeless encampment clean ups within Wildomar. Storage container shall be located within the city limits of Wildomar, and Parties shall have access to such facility. Until this storage container is purchased, Parties agree to utilize the current storage container located at the Murrieta Public Works Yard.

7.5 Governing Law. This MOU shall be governed by the laws of the State of California without regard to choice of law rules.

7.6 Authority to Execute. Any individual executing this MOU on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of such Party, and this MOU is binding upon such Party in accordance with its terms.

7.7 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

7.8 No Waiver. A Party shall not be excused from complying with any of the terms and conditions of this MOU by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

7.9 Force Majeure. With respect to any provisions of this MOU, the violation or non-compliance of any term of this MOU which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.

7.10 Limitation of Liability. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

7.11 Time is of the Essence. Time is of the essence with regard to the performance of all of Wildomar's and Murrieta's obligations under this MOU.

[SIGNATURES ON NEXT TWO (2) PAGES]

WILDOMAR'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS PROGRAMS AND SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF WILDOMAR, CALIFORNIA

By:_____
Daniel A. York, City Manager

ATTEST:

By:_____
Janet Morales, City Clerk

APPROVED AS TO FORM:

By:_____
Thomas Jex, City Attorney

MURRIETA'S SIGNATURE PAGE
FOR
MEMORANDUM OF UNDERSTANDING FOR COLLABERATIVE HOMELESS PROGRAMS AND SERVICES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF MURRIETA, CALIFORNIA

By:_____
Kim Summers, City Manager

ATTEST:

By:_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

By:_____
Tiffany Israel, City Attorney

EXHIBIT A

REGIONAL HOMELESS ALLIANCE
Memoradum of Understanding
for Collaberorative Homeless Programs and Services
between Cities of Murrieta and Wildomar

ASSUMPTIONS:	To increase regional homeless services collaberation and reach the goal of functional zero homelessness, Wildomar and Murrieta will consider expanding the existing Responsible Compassion homeless services program.
	Wildomar and Murrieta will enter into a short term, 6-month Memoradum of Understanding (MOU) for Wildomar to purchase the equivalent of 1.5 days of Murrieta's existing agreement with City Net for street outreach and case management services. As Murrieta considers expanding the terms of its existing agreements for services, a longer termed MOU will be considered if mutually agreeable.
	Wildomar recognizes that Murrieta's agreements with service providers Project Touch and City Net will be renogotiated in the near future from monthly agreements to annual. Costs may increase according to standard CPI adjustments.
	Regular status meetings will be scheduled.
SCOPE OF SERVICES:	During the term of this MOU, the City of Murrieta will coordinate the following services on behalf of the City of Wildomar: street outreach and case management services, emergency sheltering services, encampment clean up services, diversion services, and other services with the goal of functional zero homelessness between the two cities. Functional zero homelessness is defined as all services leading to a bed available for any individual desiring to reach housing sustainability.

Murrieta Commits to:	**Wildomar Commits to:**
Administering and coordinating all homeless services with assistance from Wildomar staff. All protocols for street outreach, case management, encampment clean up, and other processes will be shared and replicated.	Entering into a separate agreement with Project Touch for sheltering services utilizing Murrieta's existing agreement and funding structure.
Ensure data entry (including HMIS) and creation of by-name list.	A good faith effort to site an emergency, transitional, or other type of homeless shelter specific to the Wildomar community in the future.
Murrieta to provide a social media campaign through Responsible Compassion Facebook page.	At a mutually agreeable time, purchase and select a site for a storage/conex box for clean up and storage of personal items located at encampments
Murrieta may serve, if delegated authority, to represent Wildomar on Riverside County's Continuum of Care.	Communicating with the Riverside County Sheriff's Department its commitment to the Responsible Compassion homeless services framework.
Murrieta will begin researching new grant opportunities as a collaberation.	Duplicating Murrieta's 602-No Trespass protocols and processes.
Approximate Murrieta staff time: Management Analyst @ 16 hrs per month; Director of Community Services @ 4 hrs per month.	Wildomar to piggyback on Murrieta's existing encampment clean up agreements and allocate a sufficient annual budget for these services.
	Wildomar to establish a homeless diversion program (ie., transportation)

EXHIBIT A

REGIONAL HOMELESS ALLIANCE
Memoradum of Understanding
for Collaberorative Homeless Programs and Services
between Cities of Murrieta and Wildomar

COSTS	TOTAL APPROXIMATE COST		NOTES
Street Outeach & Case Management			
Murrieta's monthly costs for City Net - Total services	$32,632.34	Per month	
Divided by 30 days in typical month	$1,087.74	Per day	
Multiplied by 1.5 days	$1,631.62	Per week - Wildomar's commitment	
Total Wildomar responsibility per month	**$6,526.47**	Per month - maximum Wildomar's commitment	
Sheltering			
Assumption: $50/night per bed	$6,000.00	Cap of 4 beds per night	
Assumption: $20/day food	$2,400.00	Cap of 4 individuals per day	
Share of utilities	$285.00	1/4 of utilities - monthly	
Total Wildomar responsibility per month	**$8,685.00**	Per month - maximum Wildomar's commitment	
Total Maximum Share	**$15,211.47**	Monthly	
Murrieta Staff	**$3,306.60**	Monthly	
Murrieta Administrative fee	**$1,521.15**	10%	
OVERALL MAX. WILDOMAR SHARE *	**$20,039.21**	Month	**ANNUAL TOTAL:** **$240,470.58**

Administrative Fee: Assuming 10% overall cost
602 No trespassing processes
Finance billing, Murrieta's attorney costs, administering bus diversion program, City vehicles, gas, risk management.

Does not include: Wildomar's internal costs (ie., attorney, public safety, billing, etc.)

*** Multiple grant funds will reduce the overall maximum Wildomar share**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: November 13, 2024

SUBJECT: Amendment No. 1 to Agreement for On-Call Services with TKE Engineering, Inc.

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Jason Farag, Public Works Director

ACTION:
Authorize the City Manager to execute the First Amendment to the On-Call Services Agreement with TKE Engineering, Inc.

SUMMARY:
TKE Engineering has requested a rate increase for their Senior Inspector classification, to match the corresponding wage rate increases established by the Department of Industrial Relations for Construction Inspectors.

BACKGROUND:
On October 14, 2020, the City of Wildomar and TKE Engineering, Inc. (TKE), entered into an Agreement for On-Call Services (Agreement). TKE is a Civil Engineering consultant and provides related services. The Scope of Services included in the Agreement includes Project Management, Design Engineering, Land Surveying, Construction Administration, Construction Inspection, and Development Services.

DISCUSSION:
The City recently requested TKE provide Construction Inspection services due to a current vacancy in the City's Public Works Inspector position. TKE is currently providing these services until the City can fill the position full-time. Prevailing wage requirements require that all workers employed on public works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations, according to the type of work and location of the project. The prevailing wage rates are usually based on rates specified in collective bargaining agreements. Construction Inspection is identified as a classification that requires prevailing wage rates to be paid. Therefore, consultants providing inspection services to the City are required to pay prevailing wages to applicable construction inspection employees.

The hourly rates included in the existing Agreement are based on TKE's 2017-2018 rate schedule and the rates have not been increased or adjusted since approval of the Agreement. Below is a summary of the prevailing wage rates for Construction Inspectors at the beginning of FY 2017/2018, the current prevailing wage rate, and the percent change or difference in the rates.

- July 2017 Rate - $70.30 per hour
- November 2024 Rate - $95.29 per hour

- Percent Increase - 35.5%

The City has not historically used TKE for Construction Inspection services. However, now that the City has requested that TKE provide these services, TKE has requested a rate adjustment for just the Senior Construction Inspection position consistent with the increase in prevailing wage rates. A First Amendment to the Agreement (First Amendment) has been prepared to reflect the rate increase for the Senior Construction Inspector and Construction Inspector classifications, from $100 per hour and $95 per hour to $136 per hour and $131 per hour, respectively.

Staff recommends that the City Council authorize the City Manager to execute the First Amendment with TKE.

FISCAL IMPACT:
The proposed rate increase will increase the City costs for the various inspection services that are provided. Construction Inspection services are paid for through a variety of funding sources including developer fees/deposits and Capital Improvement Project budgets. Some inspection services, such as miscellaneous right-of-way inspections and some NPDES inspections, are not covered by fees and are budgeted from either the Gas Tax or the General Fund. However, no budget adjustments are anticipated to be necessary at this time.

ATTACHMENTS:
A - First Amendment

FIRST AMENDMENT TO
AGREEMENT FOR ON-CALL SERVICES

by and between

the

CITY OF WILDOMAR

and

TKE ENGINEERING, INC.

Dated November 13, 2024

FIRST AMENDMENT TO AGREEMENT FOR ON-CALL SERVICES

This First Amendment to Agreement for On-Call Services ("First Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and TKE ENGINEERING, Inc., a Civil Engineering Consultant ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for On-Call Services on October 14th, 2020 ("Agreement"). The Agreement provides that Service Provider will provide on-call engineering services for the City as described in Exhibit A, Scope of Services of the original Agreement.

B. Section 4 of the Agreement provides that City agrees to pay Service Provider the amounts specified in Exhibit B, Compensation (TKE Engineering, Inc. Rate Schedule).

C. This First Amendment amends Section 4 by modifying Exhibit "B", Compensation (TKE Engineering, Inc. Rate Schedule).

OPERATIVE PROVISIONS

Now, therefore, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which amends the Agreement as follows:

1. Exhibit B to the Agreement, "Compensation" (TKE Engineering, Inc. Rate Schedule), is hereby replaced with the Rate Schedule attached hereto as Attachment A and incorporated herein.

GENERAL PROVISIONS

1. **Remainder Unchanged**. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2. **Integration**. This First Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

3. **Effective Date**. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

4. **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

5. **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed on the date and year first above written.

CITY

By:_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

SERVICE PROVIDER

TKE ENGINEERING

By:_____
Name:_____
Title: _____

By:_____
Name:_____
Title: _____

ATTACHMENT A

REVISED COMPENSATION SCHEDULE

TKE ENGINEERING, INC.
RATE SCHEDULE
2017-2018

ENGINEERING SERVICES	HOURLY RATE
Principal in Charge	$142.00
Project Manager	$126.00
Senior Engineer	$115.00
Project Engineer (PE)	$110.00
Associate Engineer	$105.00
Assistant Engineer	$100.00
Designer	$100.00
AutoCAD Technician	$ 95.00
Engineering Technician	$ 73.00
Clerical	$ 68.00
PLAN CHECKING SERVICES	
Senior Plan Checker	$130.00
Plan Checker	$120.00
Plan Check Technician	$ 73.00
SURVEYING SERVICES	
Senior Surveyor	$126.00
2-Man Survey Crew	$220.00
CONSTRUCTION SERVICES	
Construction Services Manager	$126.00
Assistant Construction Manager	$110.00
Senior PW Construction Inspector	$136.00
Construction Inspector	$131.00
REIMBURSABLE COSTS	
In-house Reproduction	Cost + 10%
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

Revised November 2024

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: November 13, 2024

SUBJECT: Memorandum of Understanding (MOU) with MySafe Riverside to conduct an event in conjunction with Breakfast with Santa

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
1. Authorize the City Manager to sign the MOU with MySafe Riverside dependent that the foundation fulfills all requirements; and

2. Waive fees associated with the application of the Temporary Event Permit dependent that the foundation fulfills all requirements.

SUMMARY:
MySafe Riverside is a non-profit foundation that aims to deliver fire and life safety educations and preparation throughout the Riverside county region. The foundation has requested to hold an education event in conjunction with the City sponsored Breakfast with Santa Event.

BACKGROUND:
The City receives and approves several Temporary Event Permit applications from businesses, non-profits, and community organizations throughout each calendar year. Organizations and foundation which express an interest to partner or collaborate with the City in holding events are presented to city council for approval.

DISCUSSION:
MySafe Riverside has submitted a Temporary Event Application to hold a wildfire safety fair in Wildomar at Marna O'Brien Park. MySafe Riverside is a division of Safe Community Project a 501c3 organization. This division closely works with CalFire to present the proposed safety event. The applicant has submitted multiple dates to hold the event with December 7, 2024 as the requested option. The event is estimated to attract 100-200+ attendees. The applicant has expressed an interest to hold their safety event in conjunction with the City sponsored Breakfast with Santa Event on the December 7th date. The partnership may generate a larger attendance. Sanitation efforts and traffic safety measures will be consolidated and the Wildomar community will receive a more robust event.

The MOU attached to this staff report stated the parameters of the coordinated efforts and each parties roles. Should council approve the coordinated efforts, staff recommends the city council to authorize the City Manager to approve the MOU with MySafe Riverside and to waive the fees associated with the Temporary Event Permit Application.

FISCAL IMPACT:
100-410-4110-52025 Community Promotion for Temporary Event Permit application and the processing fee of $661.00 waiver.

ACCOUNT CODE:
100-410-4610

ATTACHMENTS:
Temporary Event Application_MySafe Riverside
MOU_MySafe Riverside
Status_Office of Attorney General

CITY OF WILDOMAR
TEMPORARY EVENT APPLICATION & PERMIT PACKET

Conducting a Temporary Event in the City of Wildomar

- Would you like to host a Temporary Event in the City of Wildomar? A successful event depends on good planning. This Temporary Event Packet provides instructions to guide and assist you in the preparation and processing of your Temporary Event Permit.
- The type of event and the kinds of activities you are planning determines which city departments you may need to contact.
- Remember, you may also need other permits from other agencies such as the Riverside County Health Department, Alcohol Beverage Control, or Fire Department.
- Please read the entire Information packet and instructions before you begin completing the application.
- Temporary events are permitted in accordance with the use and operational regulations outlined in Chapter 17.256 of the Wildomar Municipal Code (WMC). An application review and processing fee is required with the application packet in accordance with Chapter 3.44 of the WMC. The following fees were adopted by the City Council on February 13, 2019:
  - Wildomar Resident (private property or city park): $100
  - Non-Profit Organization with Wildomar Address (private property or city park):: $150
  - Wildomar Commercial Business(private property or city park): $200
  - Applicant's from Outside City Limits (private property): $661
  - Applicant's from Outside City Limits (city park): $725
- Temporary events are limited to SIX (6) times per calendar year. Recurring events exceeding this amount requires approval of a conditional use permit by the Planning Commission.
- If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.
- Your application package must include a signature or signed letter from the underlying property owner authorizing the temporary event on the property in question. If the event is held within a multi-tenant commercial center, the application package must also include a signed letter from each business owner that may be affected by the event.
- This application form and all pertinent documents must be submitted in person to the Planning Department at least 60 days prior to the event at:

  23873 Clinton Keith Road, Suite #201
  Monday-Thursday, 8:00 am – 5:00 pm
  Attention: Abdu Lachgar, Associate Planner
- Applications can take up to 60 days to review and process through all city departments and outside agencies for approval so a timely submittal is important.
- Most common questions will be answered as you read through the information. After reading the information packet, if you still have questions, you may call the Planning Department at (951) 677-7751.
- Please print the Temporary Event Permit Packet in its entirety and complete all sections.

City of Wildomar

Temporary Event Application & Permit

1. PERMIT NUMBER

Permit Number:_____ Date of Application: OCT 30, 2024

2. DESCRIPTION

Name of Event: Wildfire Safety Fair

Date of Event: DECEMBER 07, 2024 Time of Event: 11:00 AM - 02:00 PM

Estimated attendance: 100-200+

Type of Event:

- ☐ Run / Walk
- ☐ Bicycle Race
- ☐ Parade / March
- ■ Festival / Fair
- ☐ Block or Neighborhood Party
- ☐ Concert / Performance
- ☐ Farmers Market
- ☐ Circus / Carnival
- ☐ Car Show
- ☐ Other (i.e., craft fair/open air market, etc.)

Detailed Description of the Event:

A public wildfire safety fair that teaches people about wildfire safety.

SEE ATTACHED EVENT ACTION PLAN FOR ADDITIONAL DETAILS

Is this a recurring event at the same location? ☐**Yes** ■ **No**

3. CONTACTS

Name of the Organization Sponsoring the Event: MySafe:Riverside

A division of the SAFE COMMUNITY PROJECT, a 501c3 organization

Is the organization a tax exempt, non-profit organization?

■ **Yes** ☐ **No**

If yes, please attach the following:

1. A copy of the organization's 501 (c)3 letter.
2. Letter of authorization from the organization authorizing the representative to apply for the permit on its behalf

Name of Applicant: MySafe:Riverside (A division of the SAFE COMMUNITY PROJECT)

Address: 4160 Temescal Canyon Road, Suite 401-110

City: Corona **State:** CA **Zip Code:** 92883

Phone: 951-331-3305 **Cell:**

Email: enid.arana@mysaferiverside.org

The Applicant must be available to answer questions regarding the event and the event application. They must also be available for any planning meetings scheduled prior to the event.

Name of Property Owner: City of Wildomar

Address: 23873 Clinton Keith Road, Suite 110

City: Wildomar **State:** CA **Zip Code:** 92595

Phone: 951-677-7751 **Cell:**

Email:

4. ON SITE CONTACT

Name of On Site Contact: Enid Arana, EMT

Address: 4160 Temescal Canyon Road, Suite 401-110

City: Corona **State:** CA **Zip Code:** 92883

Phone: 951-331-3305 **Cell:** 951-816-5333

Email: enid.arana@mysaferiverside.org

The On Site contact must be available at the event site and in possession of the approved Temporary event permit. The On Site Contact should have with them, the cell phone assigned to the above listed cell phone number during the entire event.

5. LOCATION

Address of Property and Location Description:

Address: 20505 Palomar Street **Marna O'Brien Park**

City Wildomar State: CA

Zip Code: 92595

6. SITE PLAN

Site Diagram: Please attach a diagram of your event site using 8 ½" x 11" size paper.

The Following shall be included on the site plan:

Name, address and phone number of applicant and owner

Vicinity map

Existing Business(es) on site

Location of pedestrian walkways

Location of vehicular access/exit points, driveways, emergency exits and ADA paths

Identify source of electrical supply (if applicable)

Location of all buildings, parking, generators, tents, canopies, toilets, booths, beer gardens, cooking areas and other temporary structures.

Total Anticipated Attendance: **250** Daily Attendance: **250**

Times: **0930hrs** To **1430hrs**

Streets Closed: Setup Begins: **0930hrs**

Event Begins: **1100hrs** Event Ends: **1400hrs**

Cleanup Ends: **1430hrs** Streets Open:

7. SECURITY PLAN

As the event applicant or organizer, **YOU** are required to provide a safe and secure environment for the event. This is accomplished by anticipating potential problems and concerns related to the event and the surrounding environment. The event may require the services of Wildomar Police, Private Security, Crossing Guards and or Public Works employees. Private Security Guards must be properly licensed and preapproved.

Have you hired a licensed professional security company to develop and manage your event's security plan?

☐ **Yes** ☒ **No**

If yes, you are required to provide a copy of the company's valid Private Patrol Operators License issued by the State of California and a certificate of insurance naming the City of Wildomar as additionally insured.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

8. TRAFFIC PLAN

Street Closures: Is your event going to restrict the regular flow of traffic on a City Street of sidewalk?

☐**Yes** ■ **No**

If yes, applicant/organizer must notify residences and businesses affected by the event. Notice shall be given to and approved by the Public Works Department.

What Street(s) will be closed for your event? _____

_____

At what intersections will the above street be closed?_____

_____

Will your event involve the use of traffic safety equipment, (i.e.) barricades, etc.?

☐**Yes** ☐ **No**

Please give details: _____

_____

Is the applicant/organizer requesting the Wildomar Public Works Department to provide the safety equipment?

☐**Yes** ☐ **No**

If this event requires the closure of more than one street between two intersections, please include a detailed map of the event showing all intersections and roadway access points, the location of barricades and traffic control personnel. You will be required to obtain traffic safety equipment for the safe closure of the venue and to ensure proper detour and parking information is posted. Depending upon the type of event, you may need barricades, traffic cones, directional signage etc. It is the responsibility of the applicant/organizer to obtain and to properly place this equipment prior to the beginning of the event.

The Riverside Transit Agency (RTA) must be notified if street closures will affect bus routes. Contact RTA's administrative office at 1825 Third St., Riverside, CA, 92501, or call 951/565-5000 and ask to speak to the Chief Operations Officer.

All traffic control devices on all streets and highways open to public travel in California must conform to the California Department of Transportation, Traffic Manual, subject to the provisions of California Vehicle Code.

Parking

It is important that you plan for the safe arrival and departure of event attendees, participants and vendors. As the event organizer, you should develop a parking and / or shuttle plan that is suitable for the environment in which your event will take place. Remember that parking, traffic congestion and environmental pollution are all areas of concern with event. You must include accessible parking and/or access in your event plans.

How many parking are available at the proposed location (site): _____

9. FIRE DEPARTMENT

Will the event require electrical generators during the event?

☒ **Yes** ☐ **No**

Will fireworks, explosives or any other pyrotechnic device be used at the event?

☐ **Yes** ☒ **No**

Will the event require tents with over 200 square feet of material?

☐ **Yes** ☒ **No**

Will the event require tents or canopies with over 400 square feet of material?

☐ **Yes** ☒ **No**

Will there be use of cooking or other equipment that emits a flame, heat or spark?

☐ **Yes** ☒ **No** **NOTE: There will be two or three food trucks, but all cooking activity contained within each truck.**

Note: If any of the boxes above are checked yes, a supplemental fire application/fee must be submitted.

10. ALCOHOLIC BEVERAGES

Will alcoholic beverages be furnished or sold at the event?

☐ **Yes** ■ **No**

Describe the plan to ensure the safe sale or distribution of alcohol at the event: _

_____

_____

_____

If serving or selling alcohol at the event, applicant/organizer must obtain a permit from:

Alcohol Beverage Control
3737 Main Street, Suite 900
Riverside, CA 92501
951.782.4400 / www.abc.ca.gov

A copy of the ABC license approval must be submitted with the application packet.

11. FOOD SERVICE

Will food or beverages be provided or sold at the event?

■ **Yes** ☐ **No**

Will the event be professionally catered?

☐ **Yes** ☐ **No**

If your event is being catered please provide information on the company.

Food trucks are from RivCO and Dept of Environmental Health says no application is required.

Name of Company:_____ **Contact Name:** _____

Address:_____

City:_____ **State:**_____ **Zip Code:** _____

Phone:_____ **Cell:**_____

Email: _____

Applicant/organizer must contact the Riverside County Department of Environmental Health for a permit if any food or beverages will be sold or distributed. A copy of the Health department permit must be submitted with the application packet.

Department of Environmental Health
38740 Sky Canyon Drive
Murrieta, CA 92563
951.461.0284

12. ANIMALS

Will there be animals present: (I.E. Petting zoo, circus, pony rides, dogs, other)?

☐ **Yes** ■ **No** **MySafe:Riverside will not have any animals, but attendees may bring dogs, etc.**

13. MEDICAL PLAN

Have applicant/organizer hired a licensed professional emergency medical service provider to develop and manage the event's medical plan?

☒ **Yes** ☐ **No**

If yes, please provide information on the company on the following page.

Name of Company: Safe Community Project **Contact Name:** Dante Cornejo, EMT

Address: 5301 Beethoven Street, Suite 228

City: Playa Vista **State:** CA **Zip Code:** 90066

Phone: 213.634.0010 **Cell:**

Email: dante.cornejo@mysafela.org

Please describe the medical plan including your communications plan. The plan should include the hours of setup and dismantling of medical aid areas (add a separate sheet if more room is needed)

See EAP Attached.

14. AMPLIFIED NOISE

Will the event have amplified sound at your event?

☒ **Yes** ☐ **No** **Electricity is required for the stage and PA system, which we provide.**

Will the event have live music?

☐ **Yes** ☐ **No**

Will the event have mechanical noise?

☐ **Yes** ☐ **No**

15. SANITATION

What provisions applicant/organizer made for sanitation facilities?

As appropriate, we will secure temp trash containers and liners, and arrange for removal following the event. However

It would be extremely helpful if some information on what typically occurs could be shared with our team.

(Male) Number of Toilets: _____ Urinals:_____ ADA:

(Female) Number of Toilets: _____ ADA: _____

(Combined Male/Female) Number of Toilets: _____ ADA: _____

All temporary sanitation facilities placed at the event must be removed on the first business day following the event unless in the pubic right away.

16. CLEAN UP

What provisions have the applicant/organizer made for clean up after the event?

Our team will support general clean up. It would be helpful to get an understanding of past events and the process involved.

Who is the person responsible for clean up?

Contact Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Cell:** _____

Email: _____

***** Your organization may be eligible to receive FREE trash and recycling waste boxes. Please contact CR&R Incorporated (West side of I-15) at 800-755-8112 or Waste Management (East side of I-15) at 800-423-9986 for more information.

* Event location and adjacent areas must be returned to "Pre-Event" conditions

17. ADDITIONAL INFORMATION

This is the first event hosted by MySafe:Riverside in Wildomar. Any support to prevent miscalculations, etc. would be appreciated.

We expect at least 200 attendees, and will work with local HOA/POA groups, RivCO Fire, and City of Wildomar to generate interest.

Free food and prizes (holiday trees, wreaths, etc. as well as safety equipment will be given to qualifying attendees)

Attendees qualify by attending 50% of the on-site presentations.

SEE ATTACHED EAP

18. AGREEMENT OF APPLICANT (REQUIRED)

1. Applicant agrees, upon request, to provide a certificate of insurance providing Evidence of General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit AND an additional Insured Endorsement naming the City of Wildomar, its officers, employees and agents' as additional insured. The two documents must be submitted no later than (10) days prior to the event.

   ■ **Yes** ☐ **No**

2. Applicant agrees, upon request, to submit a security plan setting forth the proposed security measures to be taken to protect the health, safety and welfare of the participant, spectators, bystanders and passersby. This plan may be reviewed by the Police Department who may require alterations to the plan. Security measures may include, but are not limited to, the hiring of private security or Riverside Police Officers at the applicant's expense.

   ■ **Yes** ☐ **No**

3. Applicant agrees, upon request, to provide a copy of their "Determination Letter" as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a "tax-exempt," "non-profit" and/or "charitable."

   ■ **Yes** ☐ **No**

4. Applicant agrees, upon request, to pay a refundable "Clean-Up Deposit," at least ten (10) days prior to the event as a condition of the issuance of the Temporary Event Permit. Applicant also agrees to pay clean-up costs, in excess of the deposit, incurred by the City as a result of additional clean-up required to return the event location and surrounding area to its pre-event condition.

   ■ **Yes** ☐ **No**

5. Applicant agrees to notify all residents and businesses that will be affected by the street closure and/or amplified sound. If the event/closure will affect access to more than one business, the applicant must notify the Murrieta/Wildomar Chamber of Commerce.

   ■ **Yes** ☐ **No**

6. Applicant agrees to supply warning signs and barricades and to situate them in such position that the road closure may be maintained in a safe and orderly manner. Such devices may be rented from companies listed in the telephone directory under "Traffic Safety Devices."

   ■ **Yes** ☐ **No**

Applicant agrees to submit, upon request of the City, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees to submit, upon request of the Planning Department, any additional information required to evaluate this application and permit. Applicant certifies that all information contained herein and any other information submitted in support of this application and permit is true and correct to the best of their knowledge.

Applicant agrees that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Temporary Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Wildomar or any conditions or restrictions imposed upon the permit by the Wildomar Police or Fire Department is cause for revocation of the Temporary Event Permit.

Applicant further agrees the permit may be revoked at any time by any supervisor of the Wildomar Police Department or Planning Department.

Signature of Applicant

OCTOBER 29, 2024

Date

I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property.

_____ _____

Signature of Property Owner Date

NOTE: A LETTER OF AUTHORIZATION FROM THE PROPERTY OWNER MAY BE ATTACHED IN PLACE OF SIGNATURE ABOVE

19. INSURANCE/ INDEMNIFICATION AGREEMENT (REQUIRED)

If the event will take place on any portion of public right-of-way, City owned property or City sponsored events, the applicant shall provide and maintain general liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury and property damage. If alcoholic beverages are served, liquor liability in the amount of $1,000,000 per occurrence is required. General liability and liquor liability shall be endorsed naming the City, its officers, agents, employees and volunteers as additional insureds. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. Use of the facility may be denied if satisfactory proof of the required insurance is not timely received prior to the event. In consideration of the granting of this Application and Permit for Temporary Event for:

Wildfire Safety Fair
(name of event)

On **November 16, 2024**
(date of event)

The **Safe Community Project (MySafe:Riverside Division)**
(name of organization)

agree(s) to defend, indemnify and hold harmless the City of Wildomar, and the City's employees, officers, managers, agents, council members, and volunteers from any and all losses, damages, claims for damage, liability, lawsuits, judgments, expense and cost arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Temporary Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Dated: **October 29, 2024** Signature:

Printed Name: **David Barrett**

Title: **Executive Director, Commander**

20. Temporary Event Application Permit Checklist:

Please check off all documents attached:

- ☐ Temporary Event Application Packet
- ☐ Application Fee (per Sec. 3.44 of the WMC)
- ☐ Site Plan/ Traffic Plan
- ☐ Property Owner Signature or Letter of Authorization
- ☐ Letter of Authorization from business owners if located in an existing commercial center (If Applicable)
- ☐ Certificate of Insurance (If Applicable)
- ☐ ABC License (If Applicable)
- ☐ Health Department License (If Applicable)
- ☐ Security Plan (If Applicable)
- ☐ Fire Department Permit (If Applicable)
- ☐ If you are a non-profit organization, you must provide written evidence that your status is current and in good standing with State and Federal agencies/regulations.

I certify that all filing requirements have been satisfied for my application. I further understand that an incomplete application cannot be accepted for processing.

☐

Applicant's Signature:_____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2024

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
(HD) Heffernan Insurance Brokers
1350 Carlback Avenue
Walnut Creek CA 94596

License#: 0564249

CONTACT NAME: Kayli Rimann
PHONE (A/C, No, Ext): 925-934-8500 **FAX (A/C, No):** 925-934-8278
E-MAIL ADDRESS: kaylir@heffins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits Insurance Alliance of California	1184
INSURER B : Alliance of NonProfits for Insurance - Risk Retent	10023
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Safe Community Project dba: MySafe:LA
1048 Irvine Avenue
#440
Newport Beach CA 92660

THESAFE-03

COVERAGES **CERTIFICATE NUMBER:** 1457115047 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		202437527	2/26/2024	2/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			202437527UMB	2/26/2024	2/26/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Liquor Liability			202437527	2/26/2024	2/26/2025	Each Common Cause Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Wildomar is included as additional insured on the General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER

City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar CA 92595

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 11 2010

THE SAFE COMMUNITY PROJECT
C/O GENE TAKAGI
425 MARKET ST STE 2200
SAN FRANCISCO, CA 94105

Employer Identification Number:
27-0967511
DLN:
17053029333010
Contact Person:
RENEE RAILEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
March 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 10, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

THE SAFE COMMUNITY PROJECT

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

MYSAFE:RIVERSIDE
WILDFIRE COMMUNITY SAFETY FAIR
16 NOVEMBER 2024

INCIDENT BRIEFING	1. Event Name: Wildomar Wildfire Safety Fair	2. Date Prepared: 10/29/2024	3. Time Prepared: 1700 hrs

4. Incident Objectives

On Saturday, November 16, 2024, MySafe:Riverside will host a wildfire safety fair in Wildomar, Riverside County. This event is a collaboration between MySafe:Riverside, the City of Wildomar, the Riverside County Fire Department, the Inland Empire Community Foundation, and…

The objective is to provide residents with essential resilience education on wildfire preparedness.

MySafe:Riverside is organizing the event in partnership with key collaborators to provide RivCO residents with vital information on wildfire preparedness. Attendees will have access to fire safety resources, be able to watch safety demonstrations, and meet local elected officials, MySafe:Riverside staff, and various vendors dedicated to achieving a practical and impactful experience for participants.

The event caters to the whole family, offering incentives such that attendees who register and visit at least half of the present vendors will receive a FREE lunch food pass and an additional FREE dessert pass. Local food trucks, partnered with MySafe:Riverside, will provide food, beverages, and desserts.

MySafe:Riverside will offer various prizes for attendees, who can obtain prize tickets for free when they register at the main event greeting table. Prizes, selected by MySafe:Riverside members, may include items like fire extinguishers, survival kits, smoke alarms, and additional exciting offerings.

Wildfire risk in western RivCO is significant, making a wildfire safety fair an effective means to foster public interest, establish trust in local firefighters, and provide education on home hardening, defensible space, and evacuation matters. These fairs aim to unite the community.

5. Master Event Calendar

Saturday, November 16, 2024

0930 - All resources meet at Marna O'Brien Park, sign in, and commence set up for the Safety Fair

1030 - **MySafe:Riverside** will host a briefing on the event for attending elected officials, firefighters, medics, and vendors.

1045 - Food truck vendors and fire department apparatus should be staged and ready for the safety fair.

1100 - Wildfire Safety Fair commences.

1400 - Wildfire Safety Fair concludes; attendees are thanked and escorted to exits.

1405 - Participant "hot wash" debrief occurs at the MySafe:Riverside tent.

1415 - Vendors pack up and prepare to demobilize.

1430 - Wildfire Safety Fair activities are completed.

WEATHER FORECAST FOR WILDOMAR (RivCO), CA.
November 16, 2024

November

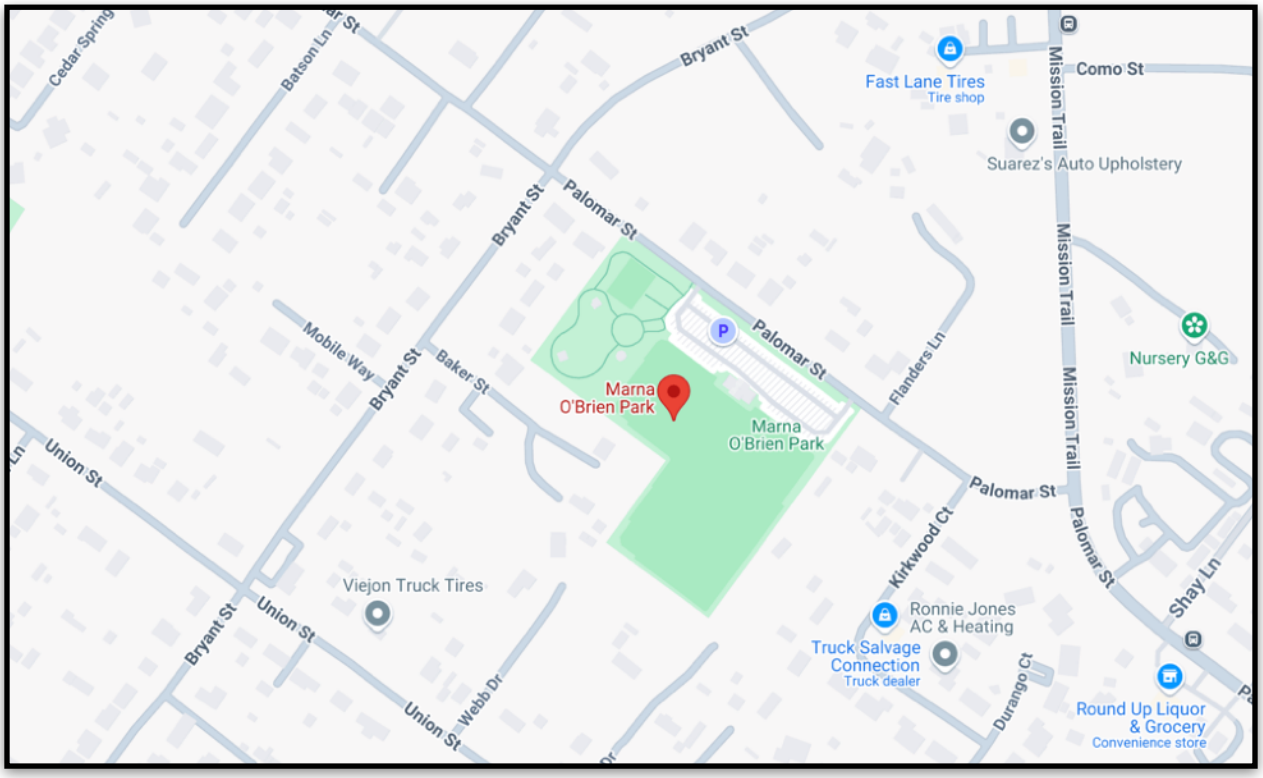
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 +66° Night +45°	2 +63° Night +50°
3 +64° Night +48°	4 +70° Night +45°	5 +70° Night +45°	6 +72° Night +46°	7 +72° Night +48°	8 +72° Night +48°	9 +72° Night +50°
10 +77° Night +50°	11 +75° Night +52°	12 +79° Night +50°	13 +79° Night +59°	14 +77° Night +54	15 +72° Night +52	16 +70° Night +52
17 +73° Night +50	18 +73° Night +50	19 +70° Night +50	20 +68° Night +52	21 +70° Night +54	22 +72° Night +52	23 +68° Night +52
24 +70° Night +52	25 +68° Night +50	26 +66° Night +48	27 +66° Night +46	28 +63° Night +45	29	30

A more detailed weather update will be provided after NOV 05, but before NOV 10.

MySafe:Riverside members are allowed to wear cold weather jackets during setup and teardown. However, they must wear standard work uniforms during the event hours from 1100 to 1400, unless the weather is extremely cold or wet.

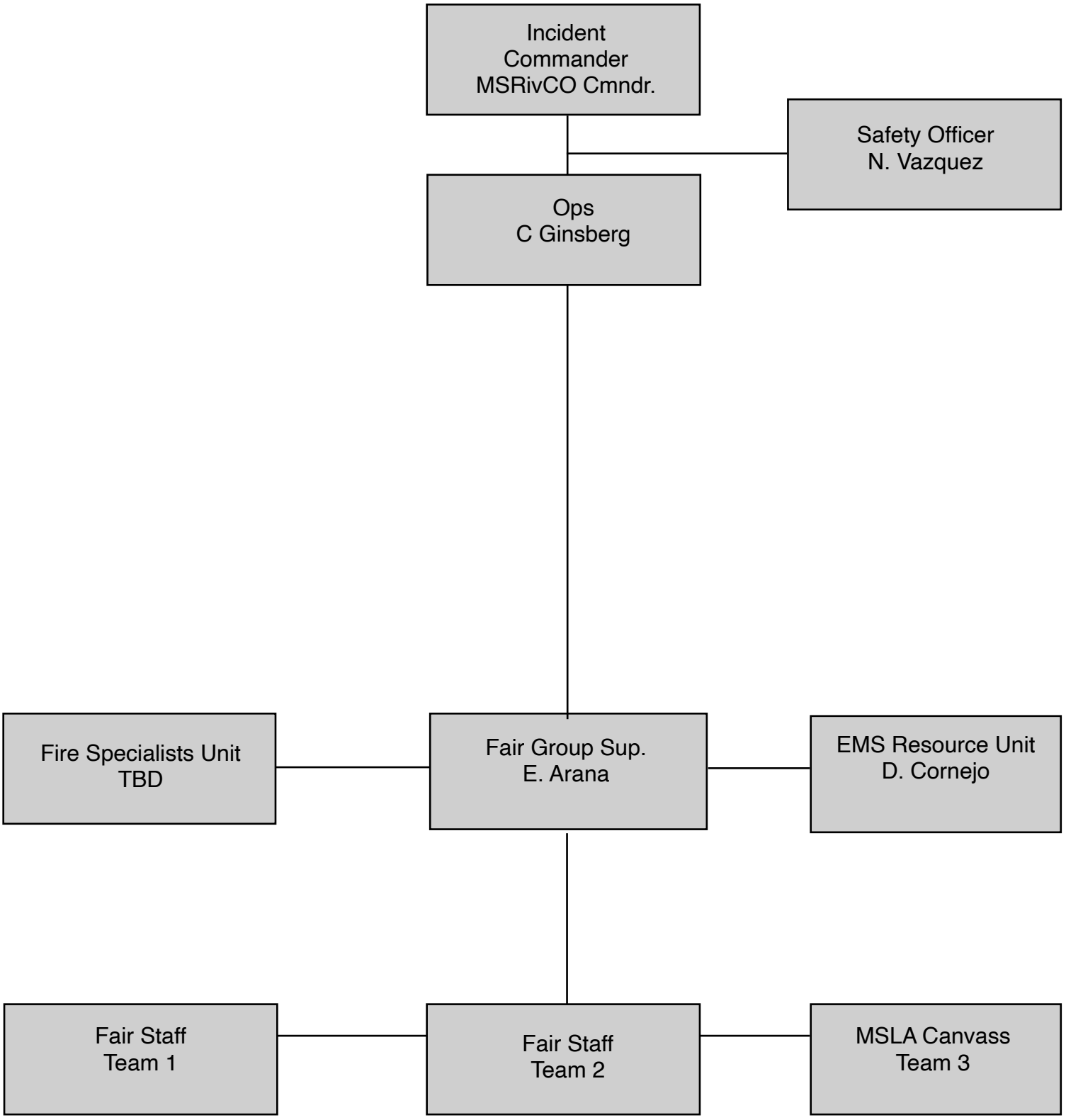
EVENT LOCATION: Marna O'Brien Park

20505 Palomar Street
Wildomar, CA 92595
951.677.7751



MySafe:LA members also teach families and notably children about fire safety, including how to create a family escape plan, two ways out of the house, and other tactics to survive a house fire. If there are children in the home, additional education is provided, specifically related to “get low and go.” If the family has pets, a “pet safety” brochure is provided. If there are older adults, or people with mobility challenges, additional information related to fire safety for those individuals is provided. Escape plans are available in English and Spanish.

6. Incident Organization



7. Resource Summary

RESOURCE	TELEPHONE	RESOURCE ID	TIME	ON SCENE	NOTES
MySafe:LA CMD-1	**949.307.7266**	David Barrett	0930		Executive Director, Commander
CRR-6	**310.346.0055**	Chris Nevil	NA		Captain/PIO, INFO ONLY
	213.379.0021	Carl Ginsberg	0930		EMR, C.R.R. Ops Sup.
CRR-3	**805.340.9095**	Dante Cornejo	0930		EMT, EMS Unit
RivCO FIRE		TBD	1045		Engine Commander
RivCO BC		TBD	1045		Battalion Commander
RivCO Member	**661.350.4391**	Enid Arana	0930		EMT, Group Sup. (Sp.)
RivCO Member	**661.523.4303**	Nicole Vazquez	0930		EMT, Educator (Sp.)
RivCO Member	**424.403.9362**	Stephanie Cruz	0930		EMT, Educator (Sp.)
RivCO Member	**323.369.9852**	Steven Minnig	0930		EMT, Educator (Sp.)
RivCO Member	**424.398.6185**	Symone Farrar	0930		Catering/Registration
RivCO Member	**818.601.8341**	Victoria Garcia	0930		Catering/Registration (Sp.)
RivCO Member	**949.307.4359**	XO Cameron Barrett	N/A		Not attending, for contact only
RivCO Member	**661.609.9137**	Steven Owens (ret.)	N/A		SCP Training Officer
Supervisor District		TBD	N/A		For information only

8. Safety Message

IMPORTANT:

All members will follow all health and safety guidelines as established by the Riverside County Department of Health.

Uniformed members: **Class B work uniforms**, short sleeves, are required for Fire Co. briefing.

Non-uniformed members: **MySafe:RivCO bike polo** is required.

These steps are crucial for clear identification from a distance as related to fire and life safety, rather than law enforcement.

Proper ID cards must be on each person and available for inspection.

ALL MEMBERS MUST HAVE AT LEAST **TWO PAIR OF DISPOSABLE MEDICAL GLOVES** IN THEIR KIT.

ALL MEMBERS MUST HAVE FACE MASKS AVAILABLE IF REQUESTED.

If you feel your security is impacted in any way, execute the following:

1. Be friendly, but also remain professional
2. Avoid disputes. If an attendee is unruly, seek a group supervisor for assistance
3. In the event of EMS needs, contact EMT Cornejo for assistance
4. Be sure you're familiar with the local of our EMS Trauma kits
5. **Stay HYDRATED and don't forget sunscreen!**

EVERY TEAM MUST HAVE AT LEAST ONE MYSAFE:RivCO EMT/EMR OR MEDIC ASSIGNED OR ATTACHED BEFORE COMMENCING ANY FAIR OR PUBLIC INTERACTION ACTIVITIES. RivCO FIRE MEMBERS MAY ALSO BE INCLUDED AS TEAM SUPPORT.

MEDICAL PLAN (ICS 206)

1. Incident Name:	2. Operational Period: Date From: Date To: Time From: Time To:

3. Medical Aid Stations:

Name	Location	Contact Number(s)/Frequency	Paramedics on Site?
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

4. Transportation (indicate air or ground)**:**

Ambulance Service	Location	Contact Number(s)/Frequency	Level of Service
			☐ ALS ☐ BLS
			☐ ALS ☐ BLS
			☐ ALS ☐ BLS
			☐ ALS ☐ BLS

5. Hospitals:

Hospital Name	Address, Latitude & Longitude if Helipad	Contact Number(s)/ Frequency	Travel Time		Trauma Center	Burn Center	Helipad
			Air	Ground			
					☐ Yes Level:_____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:_____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:_____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:_____	☐ Yes ☐ No	☐ Yes ☐ No
					☐ Yes Level:_____	☐ Yes ☐ No	☐ Yes ☐ No

6. Special Medical Emergency Procedures:

☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.

7. Prepared by (Medical Unit Leader)**:** Name: Dante Cornejo, EMT Signature: _____

8. Approved by (Safety Officer)**:** Name: _____ Signature: _____

ICS 206	IAP Page _____	Date/Time: _____

ICS 206
Medical Plan

Purpose. The Medical Plan (ICS 206) provides information on incident medical aid stations, transportation services, hospitals, and medical emergency procedures.

Preparation. The ICS 206 is prepared by the Medical Unit Leader and reviewed by the Safety Officer to ensure ICS coordination. If aviation assets are utilized for rescue, coordinate with Air Operations.

Distribution. The ICS 206 is duplicated and attached to the Incident Objectives (ICS 202) and given to all recipients as part of the Incident Action Plan (IAP). Information from the plan pertaining to incident medical aid stations and medical emergency procedures may be noted on the Assignment List (ICS 204). All completed original forms must be given to the Documentation Unit.

Notes:

- The ICS 206 serves as part of the IAP.
- This form can include multiple pages.

Block Number	Block Title	Instructions
1	**Incident Name**	Enter the name assigned to the incident.
2	**Operational Period** • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	**Medical Aid Stations**	Enter the following information on the incident medical aid station(s):
	• Name	Enter name of the medical aid station.
	• Location	Enter the location of the medical aid station (e.g., Staging Area, Camp Ground).
	• Contact Number(s)/Frequency	Enter the contact number(s) and frequency for the medical aid station(s).
	• Paramedics on Site? ☐ Yes ☐ No	Indicate (yes or no) if paramedics are at the site indicated.
4	**Transportation** (indicate air or ground)	Enter the following information for ambulance services available to the incident:
	• Ambulance Service	Enter name of ambulance service.
	• Location	Enter the location of the ambulance service.
	• Contact Number(s)/Frequency	Enter the contact number(s) and frequency for the ambulance service.
	• Level of Service ☐ ALS ☐ BLS	Indicate the level of service available for each ambulance, either ALS (Advanced Life Support) or BLS (Basic Life Support).

Block Number	Block Title	Instructions
5	**Hospitals**	Enter the following information for hospital(s) that could serve this incident:
	• Hospital Name	Enter hospital name and identify any predesignated medivac aircraft by name a frequency.
	• Address, Latitude & Longitude if Helipad	Enter the physical address of the hospital and the latitude and longitude if the hospital has a helipad.
	• Contact Number(s)/ Frequency	Enter the contact number(s) and/or communications frequency(s) for the hospital.

	• Travel Time
	  • Air
	  • Ground
		Enter the travel time by air and ground from the incident to the hospital.

	• Trauma Center ☐ Yes Level:_____	Indicate yes and the trauma level if the hospital has a trauma center.
	• Burn Center ☐ Yes ☐ No	Indicate (yes or no) if the hospital has a burn center.
	• Helipad ☐ Yes ☐ No	Indicate (yes or no) if the hospital has a helipad. Latitude and Longitude data format need to compliment Medical Evacuation Helicopters and Medical Air Resources
6	**Special Medical Emergency Procedures**	Note any special emergency instructions for use by incident personnel, including (1) who should be contacted, (2) how should they be contacted; and (3) who manages an incident within an incident due to a rescue, accident, etc. Include procedures for how to report medical emergencies.
	☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.	Self explanatory. Incident assigned aviation assets should be included in ICS 220.
7	**Prepared by** (Medical Unit Leader) • Name • Signature	Enter the name and signature of the person preparing the form, typically the Medical Unit Leader. Enter date (month/day/year) and time prepared (24-hour clock).
8	**Approved by** (Safety Officer) • Name • Signature • Date/Time	Enter the name of the person who approved the plan, typically the Safety Officer. Enter date (month/day/year) and time reviewed (24-hour clock).

Attachment A

MEMORANDUM OF UNDERSTANDING

THE SAFE COMMUNITY PROJECT

COMMUNITY EVENT PARTNERSHIP

MEMORANDUM OF UNDERSTANDING
(THE SAFE COMMUNITY PROJECT)

This Memorandum of Understanding ("MOU") is entered into this 13th day of November 2024 by and between the City of Wildomar, a California general law city ("City"), and THE SAFE COMMUNITY PROJECT, a California 501 (c) 3 non-profit public benefit charity. ("Non-profit"). City and Non-profit may be referred to individually or collectively as a "Party" or the "Parties."

RECITALS

A. The non-profit organization aims to deliver fire and life safety education and preparedness to children, families, seniors, and those at risk of wildfires.

B. The non-profit wants to conduct a temporary event on December 7, 2024, to provide the public with a wildfire safety fair that teaches people safety measures regarding wildfires (Event).

C. The city desires to hold an Event in conjunction with the Nonprofit and provide facility management for the Event. The Nonprofit benefits the community, and the Event assists in improving the quality of life within the community.

D. This MOU sets forth the Parties' mutual understanding regarding the City's partnership in the Event and the hosting assistance to be provided.

OPERATIVE PROVISIONS

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

1. PARTNERSHIP AND MARKETING

2. City will partner in the Event on December 7, 2024, in the form of benefits described in section 2.1 provided that the Event is held as stated in the Temporary Event Permit. If the Event is not held on December 7, 2024, the City shall incur no obligation to commit the partnership toward a future Event.

1. ALLOCATION OF PARTNERSHIP BENEFITS

2. The partnership identified in Section 1.1 of this MOU will be in relation to the benefits the City will provide the Non-profit per the Community Event Partnership Policy. As page 3 of the policy states, a staff liaison will be assigned to Non-profit to assist and confirm that all Temporary Event Application requirements are fulfilled. The Non-profit will be required to fulfill the permit process, provide the required insurance documents, and any necessary inspections and reporting. The application review and processing fee associated with the Temporary Event Permit will be waived upon approval by the City Council. The city will also facilitate all site management, including sanitation, janitorial services, traffic safety, fire marshal site inspections, Event. The city will also

provide marketing assistance in conjunction with the city-sponsored event.

3.0 PERMITS AND APPROVALS

Non-profit shall obtain all necessary permits and approvals from the City and all other agencies with jurisdiction over the Event. Nothing in this MOU shall be construed as altering or waiving the City's permit and approval requirements applicable to the Event.

1. GENERAL PROVISIONS

2. Either party may terminate this MOU upon thirty (30) days written notice to the other Party. In the event that a legal action is brought challenging this MOU, either Party may terminate this MOU effective immediately by written notice to the other Party.

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

4. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this MOU.

5. This MOU shall be administered and executed by the City Manager or his or her designated representative on behalf of City. The City Manager shall have the authority to issue interpretations and to make amendments to this MOU. No amendment to or modification of this MOU shall be valid unless made in writing and approved by Non-profit and City.

6. The person or persons executing this MOU on behalf of Non-profit represents and warrants that he/she/they has/have the authority to so execute this MOU and to bind Non-profit to the performance of its obligations hereunder.

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

CITY OF WILDOMAR	THE SAFE COMMUNITY PROJECT
_____	_____
Daniel A. York	By:
City Manager	Its:
ATTEST:	_____
_____	By: _____
Janet Morales	Its: _____
City Clerk	
APPROVED AS TO FORM	
_____	
Thomas Jex	
City Attorney	

Registrant Details

Entity type: Corporate Class as registered with the Secretary of State or based on founding & registration documents.

Organization Name:	THE SAFE COMMUNITY PROJECT	**IRS FEIN:**	270967511
Entity Type:	Charitable or nonprofit corporation	**SOS/FTB Corporate/Organization Number:**	3229556

Registry Status:	Current	**Renewal Due/Exp. Date:**	8/15/2025
RCT Registration Number:	CT0170570	**Issue Date:**	4/15/2011
Record Type:	Charity Registration	**Effective Date:**	4/15/2011
Date of Last Renewal:	10/3/2024	**DBA:**	

Mailing Address

Street:	5301 BEETHOVEN SUITE 228
Street Line 2:	
City, State Zip:	LOS ANGELES CA 90066

Filings & Correspondence

Return Check Notice	Return Check Notice
Return Check Letter	Return Check Letter
Founding Documents	Founding Documents
Confirmation of registration letter	Confirmation of registration letter
Renewal Filing	2024
Renewal Filing	2023
Renewal Filing	2022
Renewal Filing	2021
Renewal Filing	2020
Renewal Filing	2019
IRS Form 990 Series	2018
Form RRF-1	2018
CT-550A Form RRF-1 Incomplete Delinqent	2018
CT-551 Form RRF-1 Refund	2018
IRS Form 990 Series	2017
Form RRF-1	2017
2016 IRS Form 990 Series	2016 IRS Form 990 Series
Form RRF-1	2016
2015 RRF-1	2015 RRF-1
RRF-1 2014	2014 RRF-1
IRS Form 990 2014	2014 IRS Form 990
RRF-1 2013	2013 RRF-1
IRS Form 990 2013	2013 IRS Form 990
RRF-1 2012	2012 RRF-1

IRS Form 990-EZ 2012	2012 IRS Form 990-EZ
RRF-1 2011	2011 RRF-1
IRS Form 990 2011	2011 IRS Form 990
RRF-1 2010	2010 RRF-1
IRS Form 990-EZ 2010	2010 IRS Form 990-EZ
CT-550A Form RRF-1 Incomplete Delinqent	Click on Document Type at the left to open PDF
RCT-451-S Delinquency Notice - 1st	Click on Document Type at the left to open PDF

Annual Renewal Data

Related Registrations & Event Reports

The related records shown below depend on the record type being viewed:

- Charity Registrations relate to Professional Fundraising Events which relate to Professional Fundraiser Registrations.
- Raffle Registrations relate to Raffle Reports.
- Click on the **RCT Registration No** to navigate to the related record.

No Related Records

Status of Filing:	Accepted
Accounting Period Begin Date:	9/10/2009
Accounting Period End Date:	3/31/2010
Filing Received Date:	11/5/2010
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2010
Accounting Period End Date:	3/31/2011
Filing Received Date:	12/5/2011
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2011
Accounting Period End Date:	3/31/2012
Filing Received Date:	8/17/2012
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2012
Accounting Period End Date:	3/31/2013
Filing Received Date:	11/15/2013
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2013
Accounting Period End Date:	3/31/2014
Filing Received Date:	10/30/2014
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	

Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2014
Accounting Period End Date:	3/31/2015
Filing Received Date:	2/25/2016
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2015
Accounting Period End Date:	3/31/2016
Filing Received Date:	5/24/2019
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2016
Accounting Period End Date:	3/31/2017
Filing Received Date:	5/13/2019
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2017
Accounting Period End Date:	3/31/2018
Filing Received Date:	2/20/2019
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2018
Accounting Period End Date:	3/31/2019
Filing Received Date:	5/14/2019
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2019
Accounting Period End Date:	3/31/2020
Filing Received Date:	8/17/2020
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2020
Accounting Period End Date:	3/31/2021
Filing Received Date:	4/2/2024
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted

Accounting Period Begin Date:	4/1/2021
Accounting Period End Date:	3/31/2022
Filing Received Date:	6/1/2023
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2022
Accounting Period End Date:	3/31/2023
Filing Received Date:	4/2/2024
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	
Status of Filing:	Accepted
Accounting Period Begin Date:	4/1/2023
Accounting Period End Date:	3/31/2024
Filing Received Date:	9/20/2024
Form RRF-1 Reject/Incomplete Reason:	
Form CT-TR-1 Reject/Incomplete Reason:	
IRS Form 990 Reject/Incomplete Reason:	
Notes From Registry Staff:	

SUBJECT: Public Hearing for Annexation No. 12, (Oak Springs Ranch II PP 20-0044) 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. 12

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Ninette Eva, Associate Engineer

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

RESOLUTION NO. 2024 - _____
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. 12)

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

RESOLUTION NO. 2024 - _____
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. 12)

SUMMARY:
Continue the Public Hearing from October 9, 2024, to consider annexing Oak Springs Ranch II into CFD 2022-1 for Maintenance Services, hold a special election, and declare the election results.

BACKGROUND:
On August 14, 2024, the City Council adopted Resolution No. 2024-52, 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. 12 (Oak Springs Ranch II Apartments). A public hearing was set for October 9, 2024, to conduct an election for the landowners and to declare the results of that

election. The public hearing was opened at the October 9, 2024 City Council Meeting and was continued to the November 13, 2024 City Council Meeting.

DISCUSSION:
As required by the Resolution of Intention, an annexation map was recorded on August 21, 2024, at 8:46 a.m. in Book 93, Page 79, Document No. 2024-0250422 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 owners, OSR2 R&V Investors, LLC and TMW Oak Springs 2 Del, LLC, for PP 20-0044 containing 12.89 gross acres within the City and have 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 street maintenance, drainage, parks, trails, and graffiti abatement.

The area proposed within Annexation No. 12 will encompass 12.89 acres to include 288 residential units, with a FY 2024-25 maximum annual tax of $469 per unit, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 12. This tax rate includes a Maximum Special Tax A of $133 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of $336.26 per unit per year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax B will increase by the greater of CPI or 5%, both not to exceed 6%. OSR2 R&V Investors, LLC, and TMW Oak Springs 2 Del, LLC, have agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

FISCAL IMPACT:
The projected levy for Tax Zone 12 in FY 2024-25 is $38,185 for the first year of Special Tax A maintenance services. Special Tax B will generate $96,843 once all 288 units are developed. These levies are intended to offset the City’s future costs to maintain the public improvements. Costs associated with the processing of this annexation are covered by developer fees and deposits. There is no impact to the General Fund.

ACCOUNT CODE:
Fund 612 - CFD 2022-1 Special Tax A
Fund 611 - CFD 2022 Special Tax B

ATTACHMENTS:
1 - Project Map for Annexation 12
2 - Resolution Calling an Election
2a - Resolution Exhibits
3 - Resolution Declaring Election Results
3A - Resolution Exhibit A, Certificate of Election Results

PROJECT MAP

CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

SPICER CONSULTING GROUP

RESOLUTION NO. 2024-_____

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. 12)

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 August 14, 2024, duly adopted Resolution No. 2024-52 (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 October 9, 2024; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 12 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on August 21, 2024, in Book 93 of Maps of Assessment and Community Facilities Districts at Page 79, 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 October 9, 2024, 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, the October 9, 2024 public hearing was continued to November 13, 2024 and pursuant to the Act and the Resolution of Intention, a notice of public hearing was continued by the City Council on November 13, 2024, 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, waiving all notice requirements, and waiving word limit requirements for the ballot 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 November 13, 2024, 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 August 22, 2024 (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. The full text of the ballot for said elections shall be as set forth in Exhibit C and shall be included in the ballot pamphlet mailed to each qualified elector.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on November 13, 2024. 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 November 13, 2024, 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 13th day of November 2024:

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex

ATTEST:

_____
Janet Morales

City Attorney

City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

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

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

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

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

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

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

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

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

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

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

"Multi-Family Residential Property" or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

"Non-Residential Property" or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

"Proportionately" means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

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

"Residential Property" means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

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

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax A" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

"Special Tax B" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

"Tax Zone Original" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

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

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 2024-2025. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 12 – SPECIAL TAX A
PP 20-0044

Item	Description	Estimated Cost
1	Streets	$1,389
2	Drainage	$315
3	Parks	$26,382
4	Trails	$675
5	Graffiti	$614
6	Reserves	$4,255
7	Admin	$4,556
Total		**$38,185**

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 12 – SPECIAL TAX B
PP 20-0044

Land Use Category	Unit	Maximum Special Tax B
Multi-Family Residential Property	RU	$336.26

Special Tax C (Contingent) Services – There are no maintenance services proposed to be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2022-1 Tax Zone 12.

TAX ZONE 12
PP 20-0044
FY 2024-2025 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	Multi-Family Residential	RU	$133	$336.26	$0
Approved Property	Multi-Family Residential	RU	$133	N/A	$0
Undeveloped Property	N/A	Acre	$2,962	N/A	$0

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	2024-25	TR 36781/36782	191	SFR	RU	$341	$474.08	$53	CRP/CWR Westpark Project, LLC
8	2023-24	LLA 2022-004	88	MFR	RU	$153	$320.25	$0	Palm Communities
9	2023-24	PP 21-0138	1.15	NR	Acre	$2,700	$0	$2,372	DMSD Cajun Properties LLC
10	2023-24	LLA 2020-008	20.20	NR	Acre	$251	$0	$433	Faith Bible Church Murrieta
11	2024-25	PM 38646	20.46	NR	Acre	$2,299	$0	$2,069	White Sable LLC and Wildomar One LLC
12	2024-25	PP 20-0044	288	MFR	RU	$133	$336.26	$0	OSR2 R&V Investors, LLC and TMW Oak Springs 2 Del, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

EXHIBIT B

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

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT C

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

PROPOSED BOUNDARIES

COPY 93/79

SHEET 1 OF 1 SHEET

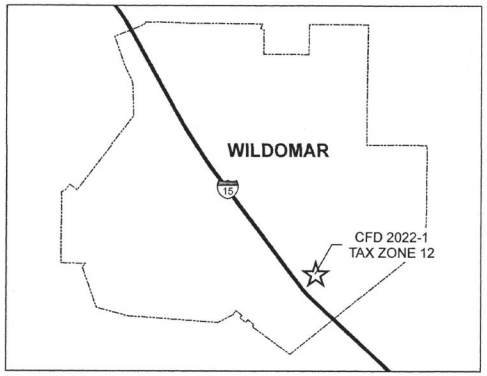
PROPOSED ANNEXATION MAP NO. 12
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

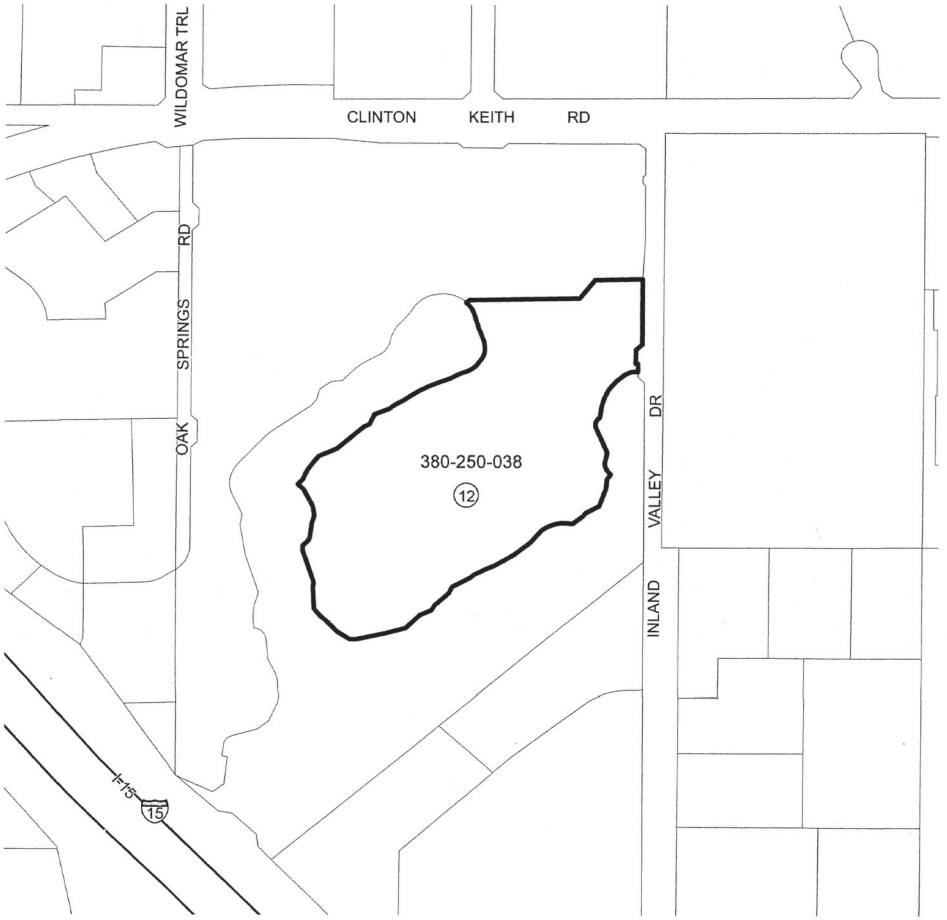
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

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 14 DAY OF August 2024, BY RESOLUTION NO. 2024-52

Janet Morales
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS 21st DAY OF August, 2024 AT THE HOUR OF 8:46 O'CLOCK A.M. IN BOOK 93 PAGE 79 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.: 2024-0250422
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: [signature]
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 14 DAY OF August, 2024.

Janet Morales
CITY CLERK
CITY OF WILDOMAR

LEGEND

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

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.

SPICER CONSULTING GROUP

N W E S

0 300 600 1,200 Feet

EXHIBIT B

BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

(October 9, 2024)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 12 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
OSR2 R&V Investors, LLC	10.31	11

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 September 25, 2024, 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 October 9, 2024, 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 October 9, 2024.

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):**
OSR2 R&V Investors, LLC Attn: Scott Dale 9191 Towne Center Drive, #180 San Diego, CA 92122	380-250-038

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B
Multi- Family Residential	RU	$133	$336.26

plus an annual increase on each July 1, commencing on July 1, 2025 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 or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fical Year or ii) by five percent (5.0%), whichever is greater, both not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled "Annexation Map No. 12 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including streets, drainage, parks, trails, and graffiti for Special Tax A and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-52 adopted by the City Council of the City of Wildomar on August 14, 2024 (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?

MARK "YES" OR "NO" WITH AN "X":

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_____.

OSR2 R&V Investors, LLC
Scott Dale
President

_____
Signature

_____
Print Name

_____
Title

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

(October 9, 2024)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 12 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
TMW Oak Springs 2 Del, LLC	2.58	3

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 September 25, 2024, 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.

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However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on October 9, 2024.

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):**
TMW Oak Springs 2 Del, LLC Attn: Scott Dale 9191 Towne Center Drive, #180 San Diego, CA 92122	380-250-038

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B
Multi- Family Residential	RU	$133	$336.26

plus an annual increase on each July 1, commencing on July 1, 2025 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 or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fical Year or ii) by five percent (5.0%), whichever is greater, both not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled "Annexation Map No. 12 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including streets, drainage, parks, trails, and graffiti for Special Tax A and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-52 adopted by the City Council of the City of Wildomar on August 14, 2024 (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?

MARK "YES" OR "NO" WITH AN "X":

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_____.

TMW Oak Springs 2 Del, LLC
Scott Dale
President

_____
Signature

_____
Print Name

_____
Title

EXHIBIT C

FULL TEXT OF PROPOSITION

FULL TEXT OF PROPOSITION

SPECIAL 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. 12)

October 9, 2024

SPECIAL TAX BALLOT MEASURE: Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B
Multi-Family Residential	RU	$133	$336.26

plus an annual increase on each July 1, commencing July 1, 2025 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 or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fical Year or ii) by five percent (5.0%), whichever is greater, both not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled “Annexation Map No. 12 of Community Facilities District No. 2022-1 (Services) City of Wildomar” including streets, drainage, parks, trails, and graffiti for Special Tax A and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-52 adopted by the City Council of the City of Wildomar on August 14, 2024 (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?

RESOLUTION NO. 2024-_____

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. 12

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 November 13, 2024, 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 November 13, 2024, 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. 2024-52 adopted by the City Council on August 14, 2024. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 12 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on August 21, 2024, in Book 93 of Maps of Assessment and Community Facilities Districts at Page 79, 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 13th day of November 2024:

Bridgette Moore
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 12

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 August 22, 2024, 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
OSR2 R&V Investors, LLC	11	11		
TMW Oak Springs 2 Del, LLC	3	3		

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 _____, 2024.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

SUBJECT: Public Hearing for Annexation No. 7, (Westpark Promenade, Tract Nos. 36781 and 36782) 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. 7

SUBMITTED BY: Jason Farag, Public Works Director

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. 2024 - ____
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. 7)

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

RESOLUTION NO. 2024 - ____
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. 7)

SUMMARY:
Hold a Public Hearing to consider annexing Westpark Promenade into CFD 2022-1 for Maintenance Services, hold a special election, and declare the election results.

BACKGROUND:
On October 9, 2024, the City Council adopted Resolution No. 2024-60, 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. 7. A public hearing has been set for November 13, 2024 to conduct an election for the landowners and to declare the results of that election.

DISCUSSION:
As required by the Resolution of Intention, an annexation map was recorded on October 15, 2024, at 1:08 p.m. in Book 94, Page 34, Document No. 2024-0309419 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, CRP/CWR Westpark Project, LLC, for TR 36781 and TR 36782 containing 13.68 gross acres within the City and have 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, and graffiti abatement.

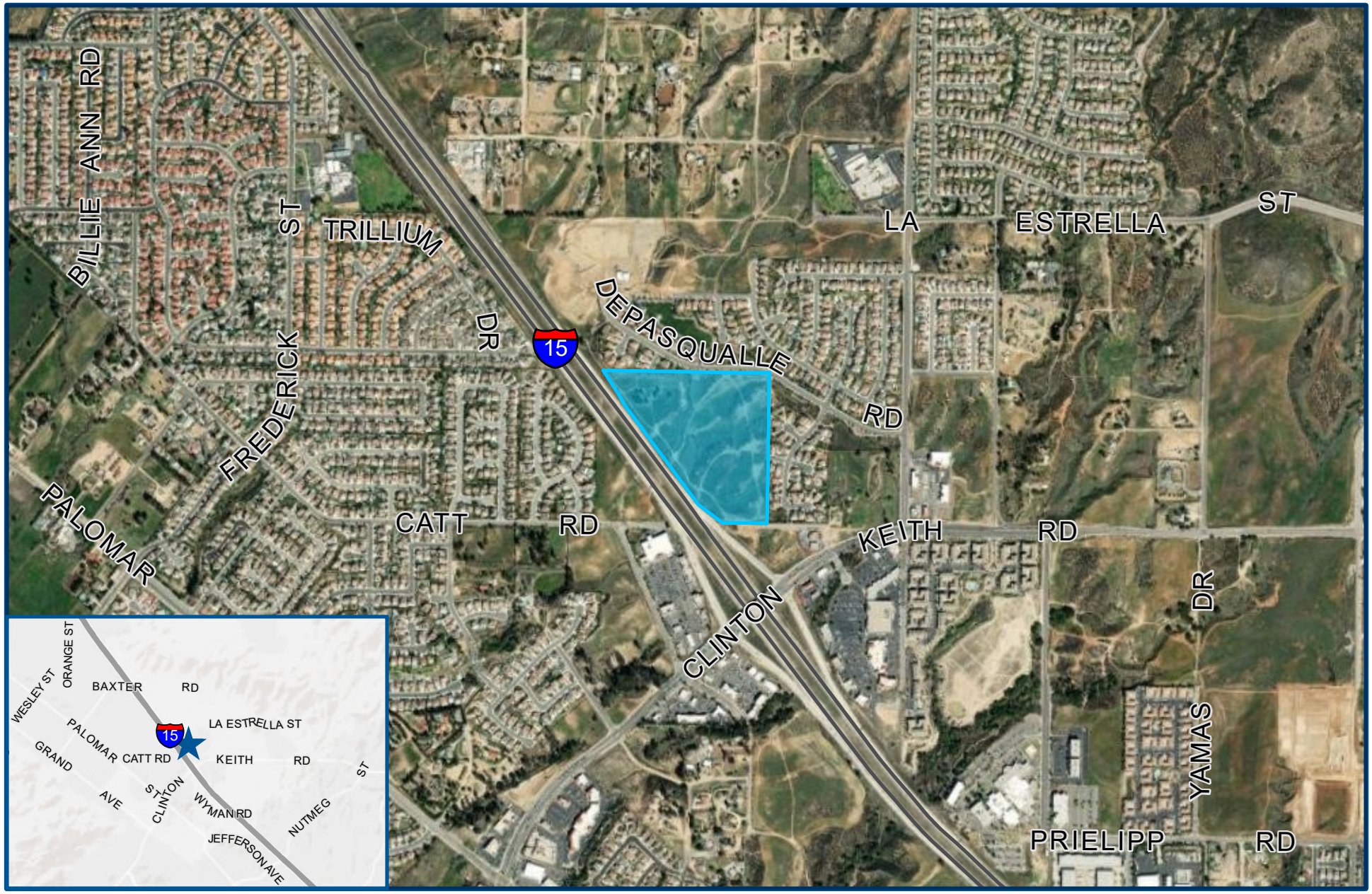
The area proposed within Annexation No. 7 will encompass 13.68 acres to include 191 residential units, with a FY 2024-25 maximum annual tax of $916 per unit, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 7. This tax rate includes a Maximum Special Tax A of $389 per unit per year for maintenance services of public facilities, Maximum Special Tax B of $474.08 per unit per year for safety services and a Special Tax C (Contingent) of $53 per unit per 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 (Contingent) will increase by the greater of Consumer Price Index (CPI) or 2%, all not to exceed 6%. CRP/CWR Westpark Project, LLC, has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

FISCAL IMPACT:
The projected levy for Tax Zone 7 in FY 2024-25 is $74,345 for the first year of Special Tax A maintenance services. Special Tax B will generate $90,549 once all 191 units are developed. Special Tax C, if needed, will generate $10,194. These levies are intended to offset the City's future costs to maintain the new public improvements. Costs associated with the processing of this annexation are covered by developer fees and deposits. There is no impact to the General Fund.

ACCOUNT CODE:
Fund 612 - CFD 2022-1 Special Tax A
Fund 611 - CFD 2022 Special Tax B

ATTACHMENTS:
1 - Project Map for Annexation No. 7
2 - Resolution Calling an Election
2A - Resolution Exhibits
3 - Resolution Declaring Election Results
3A - Resolution Exhibit A, Certificate of Election Results

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 7



SPICER CONSULTING GROUP

RESOLUTION NO. 2024-__

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. 7)

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 October 9, 2024, duly adopted Resolution No. 2024-60 (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 November 13, 2024; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 7 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on October 15, 2024, in Book 94 of Maps of Assessment and Community Facilities Districts at Page 34, 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 November 13, 2024, 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, waiving all notice requirements, and waiving word limit requirements for the ballot 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 November 13, 2024, 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 October 4, 2024 (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. The full text of the ballot for said elections shall be as set forth in Exhibit C and shall be included in the ballot pamphlet mailed to each qualified elector.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on November 13, 2024. 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 November 13, 2024, 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 13th day of November 2024:

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

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

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

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

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

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

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

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

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

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

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

"Multi-Family Residential Property" or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

"Non-Residential Property" or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

"Proportionately" means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

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

"Residential Property" means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

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

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax A" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

"Special Tax B" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

"Tax Zone Original" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single-Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

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

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 2024-2025. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 7 – SPECIAL TAX A
TR 36781/36782

Item	Description	Estimated Cost
1	Landscaping	$9,405
2	Lighting	$3,218
3	Streets	$18,601
4	Drainage	$1,701
5	Parks	$28,628
6	Graffiti	$877
7	Reserves	$2,415
8	Admin	$9,499
Total		**$74,345**

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 7 – SPECIAL TAX B
TR 36781/36782

Land Use Category	Unit	Maximum Special Tax B
Single-Family Residential Property	RU	$474.08

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 2024-25. 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 7 – SPECIAL TAX C (Contingent)
TR 36781/36782

Item	Description	Estimated Cost
1	Drainage	$8,047
2	Reserves	$805
3	Admin	$1,342
Total		**$10,194**

TAX ZONE 7
TR 36781/36782
FY 2024-2025 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	$389	$474.08	$53
Approved Property	Single-Family Residential	RU	$389	N/A	$53
Undeveloped Property	N/A	Acre	$7,785	N/A	$1,067

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	2024-25	TR 36781/36782	191	SFR	RU	$389	$474.08	$53	CRP/CWR Westpark Project, LLC
8	2023-24	LLA 2022-004	88	MFR	RU	$153	$320.25	$0	Palm Communities
9	2023-24	PP 21-0138	1.15	NR	Acre	$2,700	$0	$2,372	DMSD Cajun Properties LLC
10	2023-24	LLA 2020-008	20.20	NR	Acre	$251	$0	$433	Faith Bible Church Murrieta
11	2024-25	PM 38646	20.46	NR	Acre	$1,942	$0	$1,936	White Sable LLC and Wildomar One LLC
12	2024-25	PP 20-0044	288	MFR	RU	$133	$336.26	$0	OSR2 R&V Investors and TMW Oak Springs 2 Del, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

EXHIBIT B

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

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT C

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

PROPOSED BOUNDARIES

copy

94/34

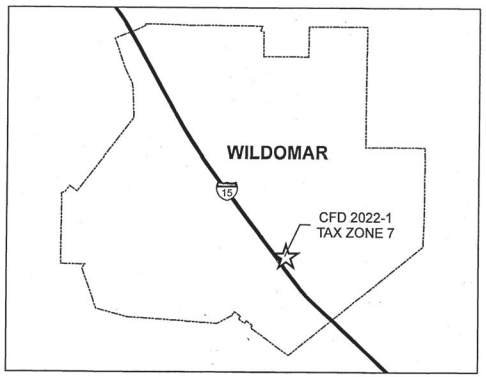
SHEET 1 OF 1 SHEET

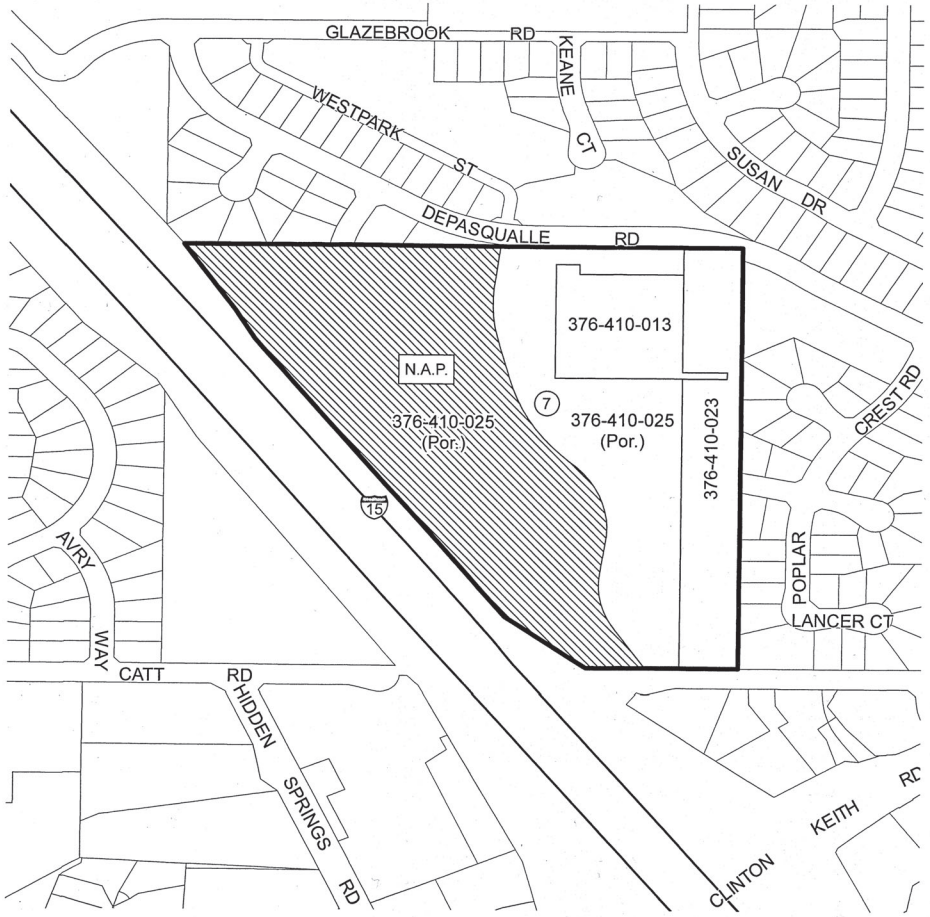
PROPOSED ANNEXATION MAP NO. 7
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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.

REFERENCES IS HEREBY MADE TO LOT 1 OF TRACT MAP NO. 36781 AND TO LOT 1 OF TRACT MAP NO. 36782 OF THE CITY OF WILDOMAR ON FILE WITH THE CITY. FOR A DESCRIPTION OF THE LINES AND DIMENSIONS OF THE PORTIONS OF THE PARCELS LISTED THAT ARE A PART OF ANNEXATION NO. 7 OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) BOUNDARY.





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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 Oct, 2024, BY RESOLUTION NO. 2024-60

CITY CLERK
CITY OF WILDOMAR

RECORDED THIS 15th DAY OF October, 2024 AT THE HOUR OF 1:08 O'CLOCK P.M IN BOOK 94 PAGE 34 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.: 2024-0309419
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY:
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF Oct, 2024.

LEGEND

- CITY BOUNDARY
- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- NOT-A-PART
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (7) TAX ZONE

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.

EXHIBIT B

BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 7

(November 13, 2024)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 7 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
CRP/CWR Westpark Project, LLC	13.68	14

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 October 30, 2024, 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 November 13, 2024, 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 November 13, 2024.

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):
CRP/CWR Westpark Project, LLC Attn: Matthew Thorne 5927 Priestly Drive #110 Carlsbad, CA 92008	376-410-013 376-410-023 376-410-025 (Por.)

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 7

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Single-Family Residential	RU	$389	$474.08	$53

plus an annual increase on each July 1, commencing July 1, 2025 Maximum Special Tax A and 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 or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year or ii) by five percent (5.0%), whichever is greater, all not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled "Annexation Map No. 7 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including landscaping, lighting, streets, drainage, parks, and graffiti for Special Tax A and drainage for Special Tax C (Contingent) and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-60 adopted by the City Council of the City of Wildomar on October 9, 2024 (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?

MARK "YES" OR "NO" WITH AN "X":

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_____.

CRP/CWR Westpark Project, LLC
Matthew Thorne
COO

_____
Signature

_____
Print Name

_____
Title

FULL TEXT OF PROPOSITION

SPECIAL 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. 7)

November 13, 2024

SPECIAL TAX BALLOT MEASURE: Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
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plus an annual increase on each July 1, commencing July 1, 2025 Maximum Special Tax A and 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 or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year or ii) by five percent (5.0%), whichever is greater, all not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled “Annexation Map No. 7 of Community Facilities District No. 2022-1 (Services) City of Wildomar” including landscaping, lighting, streets, drainage, parks, and graffiti for Special Tax A and drainage for Special Tax C (Contingent) and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-60 adopted by the City Council of the City of Wildomar on October 9, 2024 (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?

EXHIBIT C

FULL TEXT OF PROPOSITION

FULL TEXT OF PROPOSITION

SPECIAL 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. 7)

November 13, 2024

SPECIAL TAX BALLOT MEASURE: Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Single-Family Residential	RU	$389	$474.08	$53

plus an annual increase on each July 1, commencing July 1, 2025 Maximum Special Tax A and 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 or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year or ii) by five percent (5.0%), whichever is greater, all not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled “Annexation Map No. 7 of Community Facilities District No. 2022-1 (Services) City of Wildomar” including landscaping, lighting, streets, drainage, parks, and graffiti for Special Tax A and drainage for Special Tax C (Contingent) and police and fire protection services for Special Tax B as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-60 adopted by the City Council of the City of Wildomar on October 9, 2024 (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?

RESOLUTION NO. 2024-_____

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. 7

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 November 13, 2024, 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 November 13, 2024, 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. 2024-60 adopted by the City Council on October 9, 2024. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 7, Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on October 15th, 2024, in Book 94 of Maps of Assessment and Community Facilities Districts at Page 34, 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 13th day of November 2024:

Bridgette Moore
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 7

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 October 4, 2024, 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
CRP/CWR Westpark Project, LLC	14	14		

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 _____, 2024.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

SUBJECT: Public Hearing for Annexation No. 11, (Wildomar Commerce Center PM 38646) 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. 11

SUBMITTED BY: Jason Farag, Public Works Director

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. 2024 - ____
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. 11)

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

RESOLUTION NO. 2024 - ____
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. 11)

SUMMARY:
Hold a Public Hearing to consider annexing Wildomar Commerce Center into CFD 2022-1 for Maintenance Services, hold a special election, and declare the election results.

BACKGROUND:
On October 9, 2024, the City Council adopted Resolution No. 2024-61, 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. 11. A public hearing has been set for November 13, 2024 to conduct an election for the landowners and to declare the results of that election.

DISCUSSION:
As required by the Resolution of Intention, an annexation map was recorded on October 15, 2024, at 1:08 p.m. in Book 94, Page 35, Document No. 2024-0309420 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, White Sable, LLC, and Wildomar One, LLC, for PM 38646 containing 25.90 gross acres within the City and have 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, and drainage.

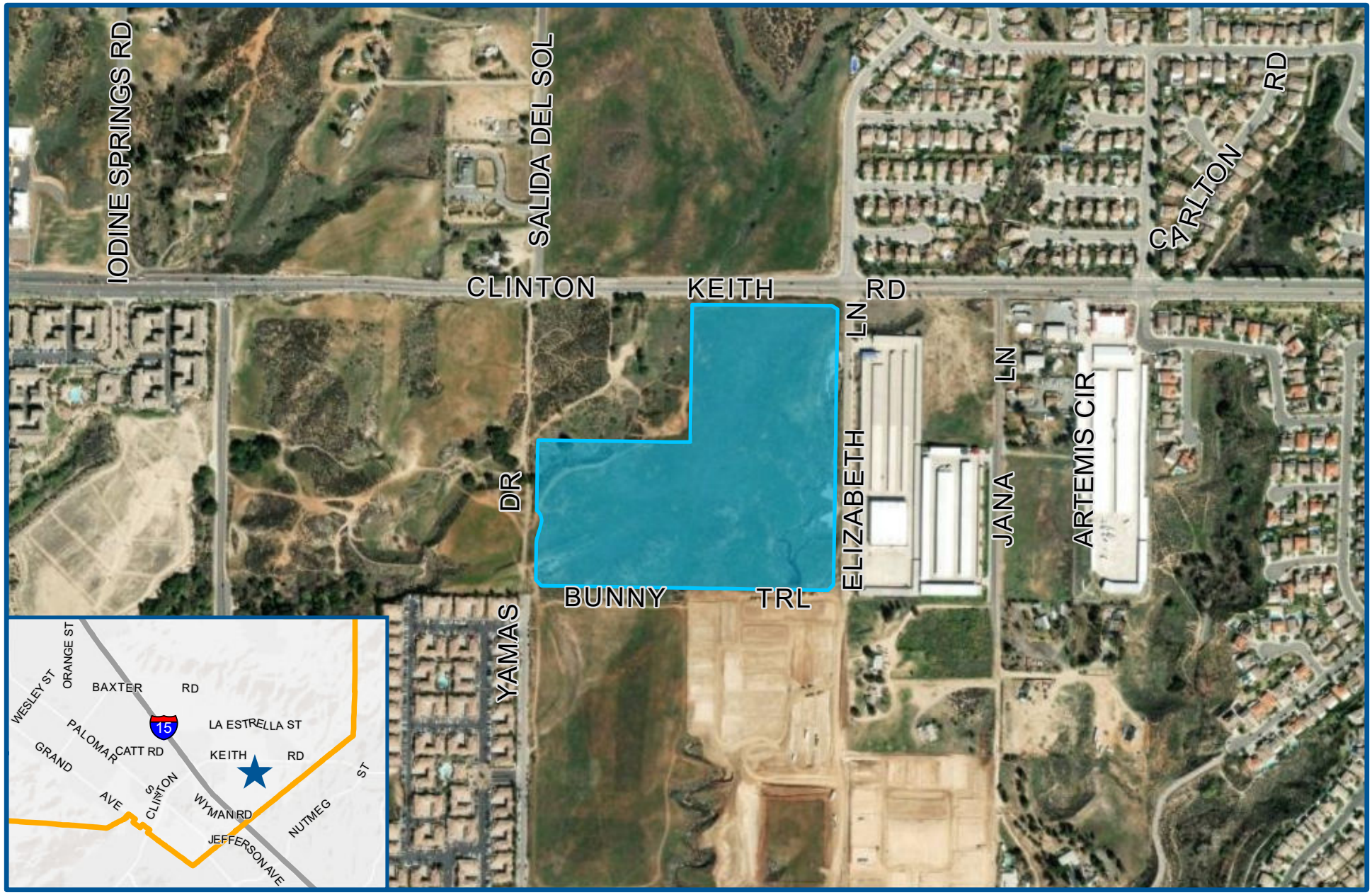
The area proposed within Annexation No. 11 will encompass 25.90 acres to include a 293,173 square-foot industrial/business park, with a FY 2024-25 maximum annual tax of $3,878 per acre, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 11. This tax rate includes a Maximum Special Tax A of $1,936 per acre per year for maintenance services of public facilities, and a Special Tax C (Contingent) of $1,942 per acre per year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2%, and Special Tax C (Contingent) will increase by the greater of Consumer Price Index (CPI) or 2%, all not to exceed 6%. CRP/CWR Westpark Project, LLC, has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conduct the election.

FISCAL IMPACT:
The projected levy for Tax Zone 11 in FY 2024-25 is $39,613 for the first year of Special Tax A maintenance services. Special Tax C, if needed, will generate $39,731. These levies are intended to offset the City’s future costs to maintain the new public improvements. Costs associated with the processing of this annexation are covered by developer fees and deposits. There is no impact to the General Fund.

ACCOUNT CODE:
Fund 612 - CFD 2022-1 Special Tax A

ATTACHMENTS:
1 - Project Map for Annexation No. 11
2 - Resolution Calling an Election
2A - Resolution Exhibits
3 - Resolution Declaring Election Results
3A - Resolution Exhibit A, Certificate of Election Results

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 11



SPICER CONSULTING GROUP

RESOLUTION NO. 2024-_____

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. 11)

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 October 9, 2024, duly adopted Resolution No. 2024-61 (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 November 13, 2024; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 11 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on October 15, 2024, in Book 94 of Maps of Assessment and Community Facilities Districts at Page 35, 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 November 13, 2024, 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, waiving all notice requirements, and waiving word limit requirements for the ballot 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 November 13, 2024, 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 October 4, 2024 (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. The full text of the ballot for said elections shall be as set forth in Exhibit C and shall be included in the ballot pamphlet mailed to each qualified elector.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on November 13, 2024. 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 November 13, 2024, 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 13th day of November 2024:

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

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

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

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

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

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

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

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

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

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

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

"Multi-Family Residential Property" or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

"Non-Residential Property" or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

"Proportionately" means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

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

"Residential Property" means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

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

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax A" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

"Special Tax B" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

"Tax Zone Original" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

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

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 2024-2025. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 11 – SPECIAL TAX A
PM 38646

Item	Description	Estimated Cost
1	Landscaping	$9,553
2	Lighting	$6,216
3	Streets	$17,871
4	Drainage	$1,986
5	Reserves	$2,071
6	Admin	$1,916
Total		**$39,613**

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 2024-25. 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 11 – SPECIAL TAX C (Contingent)
PM 38646

Item	Description	Estimated Cost
1	Landscaping	$3,128
2	Streets	$3,552
3	Drain	$27,752
4	Reserves	$3,443
5	Admin	$1,857
Total		**$39,731**

TAX ZONE 11
PM 38646
FY 2024-2025 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Non-Residential	Acre	$1,936	N/A	$1,942
Approved Property	Non-Residential	Acre	$1,936	N/A	$1,942
Undeveloped Property	Non-Residential	Acre	$1,936	N/A	$1,942

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	2024-25	TR 36781/36782	191	SFR	RU	$389	$474.08	$53	CRP/CWR Westpark Project, LLC
8	2023-24	LLA 2022-004	88	MFR	RU	$153	$320.25	$0	Palm Communities
9	2023-24	PP 21-0138	1.15	NR	Acre	$2,700	$0	$2,372	DMSD Cajun Properties LLC
10	2023-24	LLA 2020-008	20.20	NR	Acre	$251	$0	$433	Faith Bible Church Murrieta
11	2024-25	PM 38646	20.46	NR	Acre	$1,936	$0	$1,942	White Sable, LLC and Wildomar One, LLC
12	2024-25	PP 20-0044	288	MFR	RU	$133	$336.26	$0	OSR2 R&V Investors, LLC and TMW Oak Springs 2 Del, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

EXHIBIT B

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

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT C

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

PROPOSED BOUNDARIES

COPY

94/35

SHEET 1 OF 1 SHEET

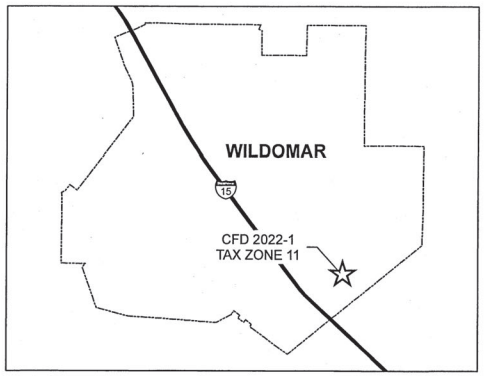
PROPOSED ANNEXATION MAP NO. 11
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

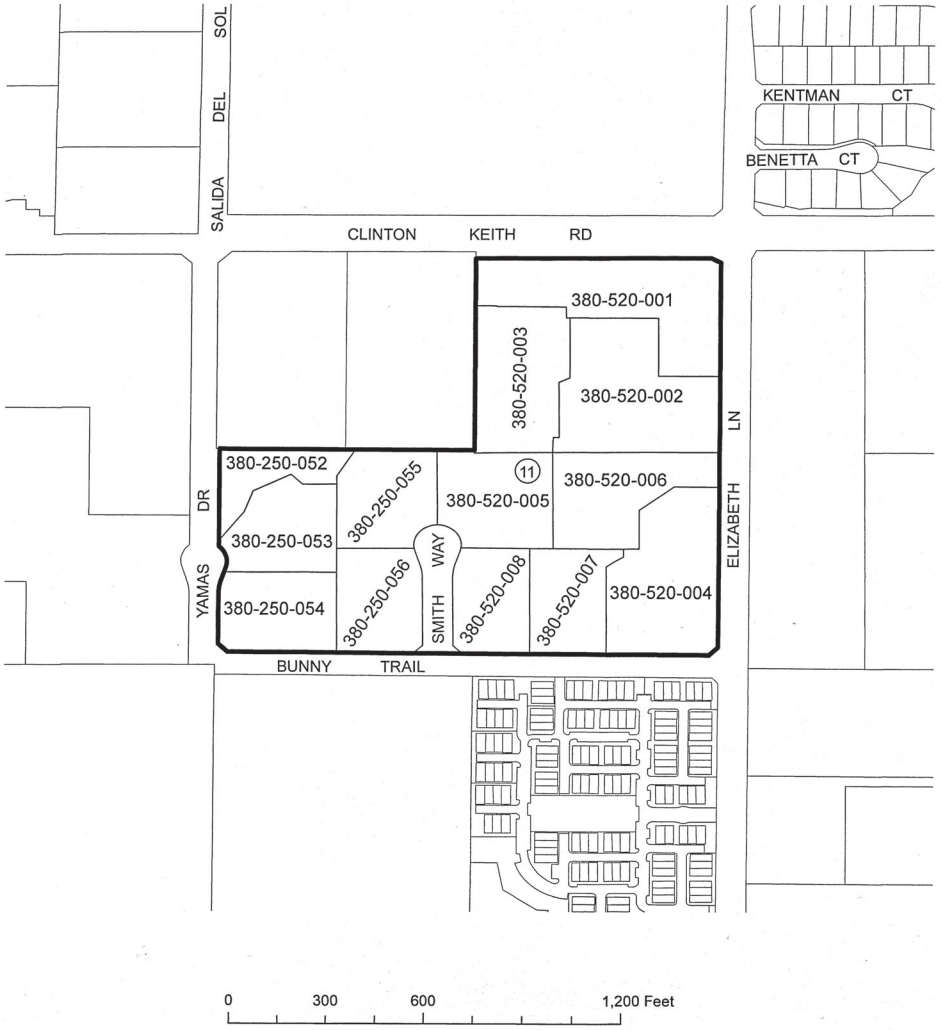
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

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 Oct, 2024, BY RESOLUTION NO. 2024-61

CITY CLERK
CITY OF WILDOMAR





RECORDED THIS 15th DAY OF October, 2024 AT THE HOUR OF 1:08 O'CLOCK P.M IN BOOK 94 PAGE 35 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.: 2024-0309420
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____ DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF Oct, 2024.

CITY CLERK
CITY OF WILDOMAR

LEGEND

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

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.

SPICER CONSULTING GROUP

N W E S

0 300 600 1,200 Feet

EXHIBIT B

BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 11

(November 13, 2024)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 11 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
White Sable, LLC	17.79	18

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 October 30, 2024, 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 November 13, 2024, 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 November 13, 2024.

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):**
White Sable, LLC Attn: Michael Austin 9471 Irvine Center Drive STE 100 Irvine, CA 92618	380-520-001, -002, -003, -004, -005, -006, -007, -008, 380-250-052, -053, -054, -055, -056

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 11

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Maximum Special Tax A	Maximum Special Tax C (Contingent)
Non-Residential	$1,936	$1,942

plus an annual increase on each July 1, commencing on July 1, 2025 the Maximum Special Tax A and 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, to finance certain services within the territory identified on the map entitled "Annexation Map No. 11 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including landscaping, lighting, streets, and drainage for Special Tax A and landscaping, streets and drainage for Special Tax C (Contingent) as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-61 adopted by the City Council of the City of Wildomar on October 9, 2024 (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?

MARK "YES" OR "NO" WITH AN "X":

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_____.

White Sable, LLC
Michael Austin
Manager

_____
Signature

_____
Print Name

_____
Title

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 11

(November 13, 2024)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 11 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
Wildomar One, LLC	8.11	9

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 October 30, 2024, 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.

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However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on November 13, 2024.

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):**
Wildomar One, LLC Attn: Michael Austin 9471 Irvine Center Drive STE 100 Irvine, CA 92618	380-520-001, -002, -003, -004, -005, -006, -007, -008, 380-250-052, -053, -054, -055, -056

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 11

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE

Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	Maximum Special Tax A	Maximum Special Tax C (Contingent)
Non-Residential	$1,936	$1,942

plus an annual increase on each July 1, commencing on July 1, 2025 the Maximum Special Tax A and 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, to finance certain services within the territory identified on the map entitled "Annexation Map No. 11 of Community Facilities District No. 2022-1 (Services) City of Wildomar" including landscaping, lighting, streets, and drainage for Special Tax A and landscaping, streets and drainage for Special Tax C (Contingent) as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-61 adopted by the City Council of the City of Wildomar on October 9, 2024 (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?

MARK "YES" OR "NO" WITH AN "X":

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_____.

Wildomar One, LLC
Michael Austin
Manager

_____
Signature

_____
Print Name

_____
Title

EXHIBIT C

FULL TEXT OF PROPOSITION

FULL TEXT OF PROPOSITION

SPECIAL 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. 11)

November 13, 2024

SPECIAL TAX BALLOT MEASURE: Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates set forth in the following table:

Land Use Category	**Maximum Special Tax A**	**Maximum Special Tax C (Contingent)**
Non-Residential	$1,936	$1,942

plus an annual increase on each July 1, commencing July 1, 2025 Maximum Special Tax A and 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 or ii) by two percent (2.0%), whichever is greater, and Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumer for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year or ii) by five percent (5.0%), whichever is greater, all not to exceed six percent (6.0%), to finance certain services within the territory identified on the map entitled “Annexation Map No. 11 of Community Facilities District No. 2022-1 (Services) City of Wildomar” including landscaping, lighting, streets, and drainage for Special Tax A and landscaping, streets and drainage for Special Tax C (Contingent) as provided in the Rate and Method of Apportionment which is attached as Exhibit C to Resolution No. 2024-61 adopted by the City Council of the City of Wildomar on October 9, 2024 (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?

RESOLUTION NO. 2024-_____

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. 11

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 November 13, 2024, 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 November 13, 2024, 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. 2024-61 adopted by the City Council on October 9, 2024. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 11, Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on October 15, 2024, in Book 94 of Maps of Assessment and Community Facilities Districts at Page 35, 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 13th day of November 2024:

Bridgette Moore
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 11

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 October 4, 2024, 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
White Sable, LLC	18	18		
Wildomar One, LLC	9	9		
Total	27	27		

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 _____, 2024.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

SUBJECT: Tax Equity and Fiscal Responsibility Act Public Hearing Authorizing California Municipal Finance Authority to Issue Bonds on Behalf of Wildomar Family Housing, L.P.

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing regarding the issuance of revenue bonds along with the related plan of financing for the acquisition, development, construction and equipping of Wildomar Cottages, an 130-unit residential rental project to be located at 32650 Mesa Drive, within the City of Wildomar

2. Adopt a Resolution entitled:

RESOLUTION NO. 2024-___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $55,000,000 TO FINANCE AND REFINANCE A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF WILDOMAR FAMILY HOUSING, L.P., A CALFORNIA LIMITED PARTNERSHIP (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO

SUMMARY:

Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the "CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed $55,000,000, (the "Bonds"), to finance and refinance the costs of the acquisition, development, construction and equipping of a 130-unit qualified residential rental project (the "Project") to be located at 32650 Mesa Drive within the City of Wildomar and pay certain expenses in connection with the issuance of the Bonds.

BACKGROUND:

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. To date, over 200 municipalities, including the City of Wildomar have become members of CMFA. The Board of Directors of the California Foundation for Stronger

Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. The CMFA serves as a conduit issuer and provides access to an efficient mechanism to finance locally approved projects.

DISCUSSION:
The City has received a request from the CMFA to conduct a TEFRA public hearing as required by the Internal Revenue Code in order to issue one or more series of tax-exempt Bonds in an aggregate amount not to exceed $55 million. The Bonds will be issued by the CMFA for the purpose of providing financing on behalf of Wildomar Family Housing, LP, a California limited partnership or another ownership entity to be created by Affirmed Housing Group, Inc. (together with the LP, the "Borrower"). The Borrower will use the proceeds of the Bonds to finance and refinance the costs of the acquisition, development, construction and equipping of the Wildomar Cottages, a 130-unit qualified residential rental project to be located at 32650 Mesa Drive within the City of Wildomar and to pay certain expenses in connection with the issuance of the Bonds.

The Bonds will be private activity bonds for the purpose of the Internal Revenue Code, and per Section 147(f), must be approved by the governmental agency having jurisdiction over the area in which the project to be financed is located. The City will not be under any obligation to repay the Bond indebtedness.

In order for the CMFA to issue such Bonds, the City must (1) conduct a public hearing allowing all interested parties to comment on the approval of the TEFRA financing, and (2) approve the CMFA's issuance of Bonds on behalf of the proposed financing plan. Although the CMFA (not the City) will be the issuer of the Bonds for the Project, the financing cannot proceed without the City approving the CMFA's issuance of the Bonds for the financing of the Project.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities. With respect to the City of Wildomar, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

ATTACHMENTS:
TEFRA Resolution_11_13_2024.docx
TEFRA Notice - Wildomar Cottages.docx

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $55,000,000 TO FINANCE AND REFINANCE A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF WILDOMAR FAMILY HOUSING, L.P., A CALIFORNIA LIMITED PARTNERSHIP (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Affirmed Housing Group, Inc. (the "Sponsor"), on behalf of Wildomar Family Housing, L.P., a California limited partnership, or another ownership entity to be created by the Sponsor or an affiliate of the Sponsor for the purpose of owning the project described herein (such limited partnership or other ownership entity being referred to herein as the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a plan of finance, including the issuance from time to time of one or more series of revenue bonds in an aggregate principal amount not to exceed $55,000,000 (together with a like amount of refunding obligations) (the "Bonds"), to finance and refinance (1) the costs of the acquisition, development, construction and equipping of a 130-unit qualified residential rental project (the "Project") to be located at 32650 Mesa Drive within the City of Wildomar, California (the "City"), and to be owned and operated by the Borrower; and (2) pay certain expenses in connection with the issuance of the Bonds; and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the plan of finance for the Project, including the issuance of the Bonds, under Section 147(f) of the Code; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the plan of finance for the Project, including the issuance of the Bonds by the Authority, in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the plan of finance for the Project, including the issuance of the Bonds by the Authority;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby approves the plan of finance for the Project, including the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the plan of finance for the Project, including the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

SECTION 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 4. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

SECTION 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of November 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on November 13, 2024, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to a plan of finance that includes the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series in an amount not to exceed $55,000,000 (together with a like amount of refunding obligations) (the "Bonds"), including but not limited to revenue bonds issued to finance or refinance the acquisition, construction, development and equipping of a 130-unit qualified residential rental project located at 32650 Mesa Drive, on an approximately 8.98-acre site west of Interstate 15, east of Mesa Drive, south-southeast of Sedco Boulevard and north-northwest of Muscatel Road (the "Project"), in the City of Wildomar, California (the "City"). The Project is to be owned and operated by Wildomar Family Housing, L.P., a California limited partnership (the "Borrower"), or another ownership entity to be created by Affirmed Housing Group, Inc. (the "Sponsor"), or an affiliate of the Sponsor (such limited partnership or other ownership entity, the "Borrower").

The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard and will be held in the Wildomar City Hall Council Chambers at 23873 Clinton Keith Road, Suite 106, Wildomar, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to City Clerk, Wildomar City Hall, 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595.

Dated: _____, 2024

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.5
Meeting Date: November 13, 2024

SUBJECT: The Cake House East Retail Cannabis Proposal (CUP/DA No. 24-0035) - A proposal to establish a store-front retail cannabis business in an approved (not yet built) 3,936 square-foot commercial retail lease space (Catt Crossings Retail Center).

SUBMITTED BY: Matthew Bassi, CD Director

PREPARED BY: Matthew Bassi, CD Director

ACTION:
The Planning Commission recommends the City Council take the following actions:

1. Find and determine that approval of Conditional Use Permit/Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING CONDITIONAL USE PERMIT NO. 24-0035, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936-FOOT RETAIL LEASE SPACE LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

3. Introduce and Approve for First Reading an Ordinance entitled:

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING DEVELOPMENT AGREEMENT NO. 24-0035 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936 SQUARE-FOOT RETAIL BUILDING LEASE SPACE LOCATED AT 23825 CATT ROAD (CATT CROSSINGS RETAIL CENTER)

SUMMARY:
Planning Commission Meeting Summary/Action:
The Planning Commission reviewed CUP/DA 24-0035 at its October 23, 2024 special meeting. The Commission raised questions about security measures to be taken and if these measures would be similar measures approved by the Commission/Council at their existing Cake House business on Palomar/Clinton Keith. The applicant assured the Commission that

the security measures are the same as currently being employed at the current business. There was one public speaker (Veronica Langworthy) who recommended the RSO prepare a public safety report from May 2020 to Present evaluating how cannabis has impacted the City. Staff response was that we would work with the RSO on this report, but the request was not a site specific issue related to the proposed CUP/DA. Ms. Langworthy also submitted a comment email/letter to the Commission (Attachment H) which staff provided responses to in the October 23rd PC report (see discussion below).

After Commission discussion, the Planning Commission voted 4-0-1 (Bernard absent) to adopt PC Resolution No. 2024-13 and 2024-14 recommending City Council approval of the proposed CUP No. 24-0035, subject to conditions and approval of the proposed Development Agreement No. 24-0035.

BACKGROUND:

Project Description:

The Applicant (CCG Catt, LLC (Saad Pattah) is proposing to establish a retail cannabis business within an approved 3,936 square-foot retail lease space (Catt Crossings Retail Center) within the C-P-S zone located at 23825 Catt Road. The proposed Cannabis project requires the following applications for review by the City Council:

1) Adoption of a Categorical Exemption - The proposed project meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space.

2) Conditional Use Permit No. 24-0035 - In accordance with Section 17.315.040 of the Wildomar Municipal Code (WMC), the proposal to establish a retail cannabis business within an approved 3,936 square -foot retail lease space (Catt Crossings Retail Center) within the C-P-S zone located at 23825 Catt Road requires approval of a Conditional Use Permit.

3) Development Agreement No. 24-0035 - In accordance with Section 17.315.040 of the WMC, the proposal to establish a retail cannabis business within an approved 3,936 square-foot retail lease space (Catt Crossings Retail Center) within the C-P-S zone located at 23825 Catt Road requires approval of a Development Agreement.

Project Location/Vicinity:

The proposed cannabis use will be located in an approved multi- tenant commercial/retail building known as Catt Crossings located in the C-P-S zone at 23825 Catt Road. The subject property is about 0.66 acres +/- in size and the lease space is 3,936 square feet in size and located immediately west of the Chevron gas station at the NEC of I-15 freeway and Clinton Keith Road. Refer to Attachment E for vicinity/location map and land use table.

Local Cannabis License No. 24-0035:

In accordance with Chapter 5.76 (Commercial Cannabis Licensing / Ordinance No. 188) of the WMC, the proposal to establish a retail cannabis business first requires the review and approval of a Local Cannabis License. Review of the local license is an administrative review procedure not subject to the Planning Commission or City Council approval, and does not require a public hearing. The Applicant submitted their local license application on April 23, 2024. The local license cannabis package was distributed to city staff, including the Riverside

County Fire department and Riverside County Sherriff's Office. A local license cannabis package requires elements of the proposal, including but not limited to, a detailed statement of qualifications, business/operations plan, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan and visitor requirement plan. In addition the Applicant is required to submit the following (which they did in compliance):

- The Applicant shall submit proof that the he/she is, or will be, entitled to possession of the premises for which application is made. Evidence of lawful possession consists of properly executed deeds of trust, leases, evidence of ownership of the licensed premises, or other written documents acceptable to the City. This information must be submitted concurrently with the Local License application or the application will not be processed.
- An Authorization Letter from the Applicant and Property Owner (separate letter attachment) for the City to seek verification of the information contained within this application.
- Proof of the nature of the cannabis business's organizational status, such as articles of incorporation, by-laws, organizational minutes, partnership agreements, or such other documentation acceptable to the city.
- An authorization letter (signed) from the property owner and/or property management company (if proposed in a multi-tenant retail center) acknowledging submittal of the Local License Application.

Based on Staff's review of the Local License cannabis package, the City approved Local License No. 24-0035, subject to conditions on June 24, 2024. While the local license cannabis package does not require Commission or Council approval, the information within it is very informative for the Commission and Council's understanding of how this cannabis business will operate. The Local License is good for two (2) years and must be renewed prior to the expiration date of June 24, 2026. A copy of the approved Local License cannabis package is provided in Attachment E.

Conditional Use Permit No. 24-0035:

In accordance with Section 17.315.040 of the WMC, the proposal to establish a retail cannabis business within an approved 3,936 square-foot retail lease space within the C-P-S zone requires approval of a Conditional Use Permit (CUP). The Applicant submitted their application for a CUP on April 23, 2024. The proposed cannabis use and CUP were evaluated by Staff and Riverside County Fire Department. Review of the proposed cannabis use was conducted in accordance with Chapter 17.315 (Ordinance No. 187) of the Wildomar Municipal Code.

The CUP cannabis package requires elements of the proposal, including but not limited to, a statement of qualifications, project description, neighborhood compatibility plan, security plan, and parking analysis. Each of these elements are addressed in the Analysis section of this staff report. In addition, the CUP Cannabis package includes interior floor plans, and detailed information about the CCG Catt, LLC (Saad Pattah) business model. A copy of the proposed CUP cannabis package is provided in Attachment A-Exhibit 2.

Cannabis Use Exhibits:

The exhibits reflected in Attachment C and D illustrate the interior and exterior "elevations" exhibits as well as the 100' and 600' buffer area maps exhibits.

Public Email Comment Letter (Ms. Veronica Langworthy):

Prior to the October 2, 2024 Commission meeting, staff received an email from Ms. Veronica Langworthy that was forwarded to the Commission (refer to Attachment H). the letter outlines several concerns itemized as follows. Staff has provided responses to each below.

1) City staff and fire dept weighed in on the business but there does not appear to be law enforcement/sheriff dept report.

This was an oversight on Staff's part which lead to the request for a continuance. The Riverside Sheriff's Office (RSO) has since reviewed the proposed cannabis package focusing on Chapters 5, 6, & 8 of the Local License cannabis package and Chapter 7 of the CUP cannabis package. These chapters describe the safety and security measures being proposed by the Applicant. The RSO (Captain Rayls) completed their review of these items and notified the planning department that the proposed safety and security are consistent with their policies and they have "cleared" this cannabis proposal.

2) Ms. Langworthy is requesting a formal report from sheriff's dept. from May 2020 to present about public safety issues — increases in DUI, illegal grow, theft, battery, assault, etc. drug-related crimes.

It is Staff's opinion that this information is unrelated to the specific retail cannabis CUP/DA being proposed as it's a more of a "global/general" issue to be coordinated with the RSO. Staff does not recommend holding up the CUP/DA but will help coordinate this report with RSO and Ms. Langworthy.

3) Neighbors/commuters in proximity to Cake House West mention traffic incidents — the proposed location for Cake House East is at the I-15 / Clinton-Keith gateway to our city — an important corridor for emergency vehicles and commuters and shoppers.
Staff is not in receipt of any complaints or incident reports about the Applicant's current operations at the Cake House on CKR/Palomar.

The proposed cannabis use will be part of a Planning Commission approved retail center (Catt Crossings) which is conditioned to provide full on-site and off-site public street improvements. The Riverside County Fire Department reviewed the Catt Crossings retail center and found it in compliance with all fire standards and requirements. In addition, they have reviewed the proposed retail cannabis use and determined it to be in compliance.

4) Although not a park, there is a sensitive environmental mitigation area within 600 feet of the site.

Comment noted but not applicable to the proposed CUP/DA.

5) How many cannabis businesses already are established in the city?

The City Council has approved four (4) retail cannabis businesses (Culture Club, Stizzy, Cake House and Element 7 (now Buzz Cannabis). Culture Club has recently ceased their operations so the city has not renewed their local license. Buzz Cannabis is going through the Tenant Improvement (TI) process and may open their business shortly after the new year.

6) how many properties have been inquired about?

Staff has received numerous calls regarding retail cannabis proposals since 2020 when Ordinance No. 187 & 188 were adopted. We do not keep accounting of how many calls we receive.

7) city said that to fund the District Attorney's Task Force, the city projected 10 businesses would be needed for that purpose? How is over taxation of Schedule I substance meeting the expenses to city for public safety and other costs?

The operation and funding of the annual regulatory license fee is in the purview of the City Council and not the Planning Commission. Staff will provide updated detail for the City Council meeting scheduled for November 13, 2024 provided the Commission recommends approval to the City Council of CUP/DA 24-0035 at tonight's meeting.

Development Agreement No. 24-0035:

In accordance with Section 17.315.040 of the WMC, the proposal to establish a retail cannabis business in an approved 3,936 square- foot retail lease space within the C-P-S zone located at 23825 Catt Road requires approval of a Development Agreement (DA) . The DA establishes the requirements and procedures that provide certainty, definition and commitment to developers as well as to necessary public improvements required by development. The DA also establishes a Development Agreement Fee (to be paid by the Applicant annually) to operate a cannabis business in Wildomar and other legal requirements. Each of these elements are addressed in detail in the Analysis section of this staff report. A copy of the agreement and provisions therein is provided in Attachment B, Exhibit 1).

DISCUSSION:

Project Analysis:

Conditional Use Permit No. 24-0035:

The CUP cannabis package was evaluated by City Staff, including the Riverside County Fire department and Riverside County Sherriff's Office in accordance with Section 17.315.050 of the WMC. The CUP cannabis package requires the Applicant to provide information on specific elements of the cannabis business and how they will operate, including but not limited to, a detailed statement of qualifications, project description, floor plans/interior elevation details, neighborhood compatibility plan, security plan and parking analysis, etc. Staff also reviews the location of the cannabis business to ensure that the 100' distance requirement from a residential use is achieved and the 600' distance requirement from public/private schools providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), parks and/or youth centers. In addition, the Applicant shall submit proof that the he/she is, or will be, entitled to possession of the premises for which application is made. Evidence of lawful possession consists of properly executed deeds of trust, leases, evidence of ownership of the licensed premises, or other written documents acceptable to the City. This information was submitted concurrently with the Local License application.

Based on staff's review, it has been determined that the proposal by the Applicant to establish retail cannabis business in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road has met and/or exceeded the standards outlined in this code section. Attachments C and D illustrate the interior and exterior "elevations" exhibits as well as the 100' and 600' buffer area maps exhibits. This includes a finding that the cannabis use at

this location does meet the 100' distance requirement from a residential use and meets the 600' distance requirement from public/private schools, commercial day care centers, parks and/or youth centers. (refer to Attachment G). In addition to special operational and use conditions of approval applied to the Local License cannabis package (Attachment E), staff has proposed special operational and use conditions of approval for the CUP (Attachment A, Exhibit 1). The proposed cannabis proposal package is provided for Commission consideration in Attachment A-Exhibit 2. Findings to support approval of CUP No. 24-0035 are provided below.

Conditional Use Permit No. 24-0035 Findings:

In accordance with Section 17.200.050 of the Wildomar Municipal Code, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. That the proposed location, use and operation of the conditional use is in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

Evidence: Conditional Use Permit (CUP) No. 24-0035 t to establish a retail cannabis business in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road in the City of Wildomar is consistent with the existing general plan land use designation of Commercial Retail (CR) and zoning designation of C-P-S (Scenic Highway Commercial) zone. The existing zoning of C-P-S which conditionally permits retail cannabis sales is highly consistent with the CR land use designation. The proposed cannabis use is a conditionally permitted use subject to approval of a CUP as outlined in Section 17.315.040 of the WMC. In review of the proposed cannabis package including all required elements outlined in Ordinance No. 187, the cannabis use proposed meets and exceeds all the development standards of Section 17.315 of the WMC, including the 600' distance standard from a public or private school providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), a park and a youth center, and the 100' distance standard from a residential use. In addition, the Applicant has submitted and received approval for a Local License for retail cannabis sales at this location in accordance with Chapter 5.76 of the WMC, and has meet and exceeded all those requirements. Given these facts, the proposed cannabis project s in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

B. The proposed use will not be detrimental to the health, safety, or general welfare of the community.

Evidence: Conditional Use Permit (CUP) No. 24-0035 to establish a retail cannabis business within an approved 3,936 square -foot retail lease space in the C-P-S zone located at 23825 Catt Road will not be detrimental to the health, safety or welfare of the community in that the cannabis use is a conditionally permitted use in the C-1/C- P zone subject to specific use and operational standards. As part of the CUP and Local License application process, the applicant has submitted the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan which was reviewed by the city and

found to be in compliance with Chapters 5.76 and 17.315 of the WMC. Each of these plans has been reviewed in detail by each City department, including the Riverside County Fire Department and it was determined that the cannabis proposal is in compliance with city/county standards as required in Ordinance No. 187 and 188 of the WMC. In addition, the cannabis use is subject to special conditions of approval which are designed to protect the health, safety, or general welfare of the community (Attachment A-Ex. 1). Given these facts, the proposed cannabis project will not be detrimental to the health, safety, or general welfare of the community.

Conditional Use Permit No. 24-0035 – Supplemental Findings:

In accordance with Section 17.315.060.B of the Wildomar Municipal Code, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The planning commission shall not hold a public hearing on or approve any application for a conditional use permit to operate a cannabis business unless the applicant holds a local license in good standing in accordance with Chapter 5.76 of this Code.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted a Cannabis Local License application in accordance with Chapter 5.76 (Commercial Cannabis Licensing) of the WMC on April 23, 2024 to establish a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road. Upon meeting the requirements outlined in Chapter 5.76 of the WMC, the Planning Department approved and issued the Local License on June 24, 2024 and is in good standing. Based on these facts, the proposed cannabis project meets this finding.

B. The cannabis business as well as all operations as conducted therein, fully comply with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP/DA and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special required technical elements of the proposed cannabis business were reviewed by the City departments, Riverside County Fire Department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

C. The cannabis business fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any

specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special technical elements of the proposed cannabis business were reviewed by the City, Riverside County Fire department and Riverside County Sheriff's department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

D. The cannabis business will be located in a zoning district where cannabis businesses of the type proposed are conditionally permitted, and all of the applicable locational restrictions in Section 17.315.070 are satisfied.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) is requesting approval to establish a retail cannabis business within an existing 3,936 square-foot retail lease space located at 23825 Catt Road. This site is located within the C-P-S zone which conditionally permits retail cannabis sales. Further, as evidenced by the radius maps prepared by the planning department (refer to staff report), the site is located outside the 100' distance requirement from a residential zone and is located outside of the 600' distance requirement from a public or private school providing instruction in kindergarten or grades 1 through 12, a commercial day care center (excluding small and large family day cares), a park and a youth center. Based on these facts, the proposed cannabis project meets this finding.

Development Agreement (DA) Analysis:

Government Code Sections 65864 through 65869.5 authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property including economic benefits to the City. In accordance with Chapter 17.315 of the WMC, the Applicant has entered into such agreement with the City. The development agreement is between the City and CCG Catt, LLC (Saad Pattah) who is the operator and property owner. The proposed development agreement, which is for a 20-year period, will establish an annual fee (separate from the sales tax revenue) to be paid to the City by the Applicant for operating a cannabis business. The structure of the Development Agreement is consistent with the four (4) previous agreements approved with our other cannabis retailers.

The fees that the City and applicant have agreed to comprise basically three (3) "deal points" as follows (refer to Section 3.2 of the DA):

- Twenty dollars ($20.00) per gross square foot of floor area within any building, facility or structure utilized for the proposed Cannabis Business. Beginning on the first anniversary of the Effective Date, and annually thereafter, the portion of this Development Agreement Fee

shall be automatically adjusted based on the average percentage change in the Consumer Price Index (CPI) for "all urban consumers" in the Riverside-San Bernardino -Ontario area, or a subsequent Consumer Price Index (CPI) area covering the City, for the previous January to December period. This fee based on the gross lease space of 3,963 square feet will generate approximately $78,720 annually and $1,574,400 over the life of the agreement.

• 3% of gross receipts will be paid to the City between the 1st anniversary and 5th anniversary. This revenue fee would generate approximately $147,900 to $480,000 annually based on the applicant's estimated annual sales revenue for the first 5 years of $4.93 to $16 million dollars. Of course as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately. The 5-year revenue total is estimated to be a minimum of $739,500. This amount is separate from the typical sales tax revenue.

• Before the 6th anniversary of the Agreement, the City and Applicant will renegotiate the DA fee that could range from 3% to a maximum of 5% (amount to be approved by the City Council prior to the 6th anniversary). If this DA fee is 5%, the revenue would generate approximately $800,000 annually based on the applicant's estimated annual revenue at that time of $16 million dollars. Of course as annual sales increase (or decrease), the revenues will increase (or decrease) proportionately. This amount is separate from the typical sales tax revenue.

• The City and Developer will agree to engage in good faith negotiations during the 5th year of the Development Agreement regarding the DA percentage fee noted above.

While not part of the Development Agreement, annual sales tax revenues (2%) to the City (based on applicant revenue projections) would equal approximately $98,600. One percent (1%) would be allocated to the general fund and 1% to the Measure AA fund. Total sales tax revenue for the first five (5) years is estimated to be at least $493,000.

A copy of the agreement is provided in Attachment B, Exhibit 1. The findings for support of the Development Agreement are provided below.

Development Agreement Findings:

In accordance with Chapter 17.315 of the Wildomar Municipal Code, and the California Government Code Title 7, Chapter 4, Article 2.5, the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, recommends the City Council find and determine as follows:

A. The development agreement is consistent with the City of Wildomar General Plan.

Evidence: The proposed Development Agreement No. 24-0035 to establish a retail cannabis business within an existing 3,963 square-foot retail lease space located at 23825 Catt Road is consistent with the General Plan of the City of Wildomar. General Plan policies LU 7.1, 7.2 and 7.12 aim to promote economic development in the City by accommodating development of balanced land uses, promoting a variety of stable employment and business uses, and improving the jobs-housing ratio. Allowing the Project to operate in the City furthers each of these policies.

Regulatory License Fee:
When City Council adopted Ordinance No. 187 & 188 (May 2020) regulating retail cannabis, they also established, via resolution, a Regulatory License fee in addition to the Development agreement fees. This regulatory license fee was about $71,307.80 annually and was based on a projection of 10 retail cannabis businesses operating in the City. Currently there are only 2 retail cannabis businesses opening in the City (Stizzy and Cake House). A 3rd retail business (Buzz Cannabis) is nearing issuance of tenant improvements permits and should be open in early 2025. Recently, Culture Cannabis business closed operations and their Local License was not renewed.

Given that is has been 4 years since the regulatory license fee was established, and the fact that there are not 10 retail cannabis businesses in operation, Staff is currently revisiting the fee calculations and intends to bring an updated resolution to Council for consideration in the coming months. It is likely the regulatory fee will be much less than the current $71,307.80 amount. Staff has prepared a summary table outlining the approved retail cannabis businesses since 2020 and their respective status for Council consideration (refer to Attachment I).

Public Noticing:
In accordance with Chapter 17.192 of the Wildomar Municipal Code, the Planning Department on October 30, 2024 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the November 13, 2024 City Council meeting at which time the Council would consider Conditional Use Permit/Development Agreement No. 24 -0035. Also, in accordance with Ordinance No. 135, the Planning Department on November 1, 2024 posted a public hearing notice “sign board” along Clinton Keith Road and Catt Road street frontages notifying the neighborhood residents of the November 13, 2024 Planning Commission meeting. Lastly, in accordance with Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department, on November 1, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the November 13, 2024 City Council meeting.

FISCAL IMPACT:
The Cake House East retail cannabis project will not have a fiscal impact on the city’s general fund. As discussed in the Development Agreement analysis section above, the use will generate during the first 5 years of operation an amount equal to $1,003,800 ($200,760 annually). In addition, the Applicant is conditioned to pay the annual regulatory licensing fee of $71,307.80. Since the Local License is valid for two (2) years the actual amount collected will be $142,615.60 every 2 years on the anniversary date of the Local License approval. Since the proposed cannabis use is locating within an existing commercial retail center, the Applicant will not pay the Development Impact Fees or the regional impact fees (i.e., TUMF, MSHCP, SKR). In addition, the project will not be annexed into the city-wide CFD 2013-1 nor pay Measure Z parcel tax fee.

ENVIRONMENTAL ANALYSIS:
In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Conditional Use Permit and Development Agreement No. 24-0035 in an approved 3,936 square-foot retail lease space within the C- P- S zone located at 23825 Catt Road to determine what level of CEQA environmental review is required. Based

on this review, the Planning Department determined that approval of Conditional Use Permit and Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to make tenant improvements to the lease space located at 23825 Catt Road as part of the cannabis business operations for which building permits will be required. Therefore, based on this, staff is recommending the Planning Commission recommend the City Council, in light of the whole record before it, including but not limited to, the CUP/DA cannabis proposal packages, and all documents incorporated by reference, adopt this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA. A Notice of Exemption (NOE) will be filed within five (5) working days of City Council approval in accordance with CEQA guidelines.

ATTACHMENTS:

Attach A - CC Reso 2024-XX - CUP.docx
Attach A-Ex2 - CUP Cannnabis Package.pdf
Attach B - CC Ordinance No. XX - DA-draft.docx
Attach C - Plot Plan-Floor Plan Exhibits.pdf
Attach D - 100â€™ â€“ 600â€™ Sensitive Land Uses Radius Maps.pdf
Attach E - Local License Cannabis Approval Package [6-24-24].pdf
Attach F - Vicinity Map-Adjacent Land Use Exhibits.pdf
Attach G - Staff power point [11-13-24].pdf
Attach H - Veronica Langworthy Email [10-2-24].pdf
Attach I - Cannabis Business Summary Table [9-30-24].pdf
Attach J - Applicant Power Point Presentation [11-13-24].pdf

ATTACHMENT A

CC RESOLUTION FOR CUP No. 24-0035

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVAL OF CONDITIONAL USE PERMIT NO. 24-0035, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN APPROVED 3,936-FOOT RETAIL LEASE SPACE LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

WHEREAS, the Planning Department on June 24, 2024 received an application for a Conditional Use Permit No. 24-0035 to establish a retail cannabis business within an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road from:

Applicant/Owner:	CCG Catt, LLC (Saad Pattah)
Project Location:	23825 Catt Road
APN:	380-240-001
Project Area:	0.66 acres +/-

WHEREAS, on April 23, 2024, the City received an application from CCG Catt, LLC (Saad Pattah) requesting a Cannabis Local License (PLN 24-0035) in accordance with Chapter 5.76 (Commercial Cannabis Licensing) of the Wildomar Municipal Code (WMC) to establish a retail cannabis business within an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road; and

WHEREAS, on June 24, 2024, the Planning Department approved and issued said Cannabis Local License (PLN 24-0035) in accordance with Chapter 5.76 (Commercial Cannabis Licensing) for CUP No. 24-0035; and

WHEREAS, the Planning Commission reviewed CUP No. 24-0035 at a special meeting of October 23, 2024 and adopted PC Resolution No. 2024-13 recommending City Council approval of the CUP, subject to conditions; and

WHEREAS, in accordance with Chapter 17.200 of the Wildomar Municipal Code (WMC), the City Council, upon recommendation from the Planning Commission, has the authority to review the proposed Conditional Use Permit No. 24-0035 establish a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road and make a recommendation to the City Council; and

WHEREAS, in accordance with Chapter 17.192 of the Wildomar Municipal Code, the Planning Department on October 30, 2024 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the November 13, 2024 City Council meeting at which time the City Council would consider Conditional Use Permit No. 24-0035; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on November 1, 2024 posted a public hearing notice "sign board" along Catt Road and Clinton Keith Road street frontages notifying the neighborhood residents of the November 13, 2024 Planning Commission meeting at which time the City Council would consider Conditional Use Permit No. 24-0035; and

WHEREAS, in accordance with Section 17.04.050 of the Wildomar Municipal Code, the Planning Department, on November 1, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the November 13, 2024 Planning Commission meeting at which time the City Council would consider Conditional Use Permit No. 24-0035; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the City Council conducted the duly noticed public hearing for Conditional Use Permit No. 24-0035 on November 13, 2024, at which time interested persons had an opportunity to testify in support of, or opposition to, the proposed Conditional Use Permit.

NOW, THEREFORE, the Planning Commission of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1. CEQA DETERMINATION

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Conditional Use Permit No. 24-0035 establishing a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that approval of Conditional Use Permit No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to make tenant improvements to the lease space once the building is constructed as part of the cannabis business operations for which building permits will be required. Therefore, based on this, the Planning Commission hereby recommends the City Council adopt this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA for Conditional Use Permit No. 24-0035.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The Planning Commission hereby finds Conditional Use Permit No. 24-0035 to establish a retail cannabis business located at 23825 Catt Road is consistent with the MSHCP, as the project is located outside of any MSHCP criteria area cell, and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. CONDITIONAL USE PERMIT FINDINGS

In accordance with Section 17.200.050 of the Wildomar Municipal Code, the City Council, in light of the whole record before it, including but not limited to the Planning Commission's recommendation, the Planning Department's staff report and all

documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

A. That the proposed location, use and operation of the conditional use is in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

Evidence: Conditional Use Permit (CUP) No. 24-0035 t to establish a retail cannabis business in an approved 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road in the City of Wildomar is consistent with the existing general plan land use designation of Commercial Retail (CR) and zoning designation of C-P-S (Scenic Highway Commercial) zone. The existing zoning of C-P-S which conditionally permits retail cannabis sales is highly consistent with the CR land use designation. The proposed cannabis use is a conditionally permitted use subject to approval of a CUP as outlined in Section 17.315.040 of the WMC. In review of the proposed cannabis package including all required elements outlined in Ordinance No. 187, the cannabis use proposed meets and exceeds all the development standards of Chapter 17.315 of the WMC, including the 600' distance standard from a public or private school providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), a park and a youth center, and the 100' distance standard from a residential use. In addition, the Applicant has submitted and received approval for a Local License for retail cannabis sales at this location in accordance with Chapter 5.76 of the WMC, and has meet and exceeded all those requirements. Given these facts, the proposed cannabis project s in accord with the purposes of the zone in which the site is located, is consistent with the General Plan and complies with other relevant city regulations, policies and guidelines.

B. The proposed use will not be detrimental to the health, safety, or general welfare of the community.

Evidence: Conditional Use Permit (CUP) No. 24-0035 to establish a retail cannabis business within an approved 3,936 square-foot retail lease space in the C-P-S zone located at 23825 Catt Road will not be detrimental to the health, safety or welfare of the community in that the cannabis use is a conditionally permitted use in the C-1/C-P zone subject to specific use and operational standards. As part of the CUP and Local License application process, the applicant has submitted the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan which was reviewed by the city and found to be in compliance with Chapters 5.76 and 17.315 of the WMC. Each of these plans has been reviewed in detail by each City department, including the Riverside County Fire Department and it was determined that the cannabis proposal is in compliance with city/county standards as required in Ordinance No. 187 and 188 of

the WMC. In addition, the cannabis use is subject to special conditions of approval which are designed to protect the health, safety, or general welfare of the community (Attachment A-Ex. 1). Given these facts, the proposed cannabis project will not be detrimental to the health, safety, or general welfare of the community.

SECTION 4. CANNABIS ORDINANCE CUP SUPPLEMENTAL FINDINGS

In accordance with Section 17.315.060.B of the Wildomar Municipal Code, the City Council, in light of the whole record before it, including but not limited to the Planning Commission's recommendation, Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

A. The planning commission shall not hold a public hearing on or approve any application for a conditional use permit to operate a cannabis business unless the applicant holds a local license in good standing in accordance with Chapter 5.76 of this Code.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted a Cannabis Local License application in accordance with Chapter 5.76 (Commercial Cannabis Licensing) of the WMC on April 23, 2024 to establish a retail cannabis business within an existing 3,936 square-foot retail lease space within the C-P-S zone located at 23825 Catt Road. Upon meeting the requirements outlined in Chapter 5.76 of the WMC, the Planning Department approved and issued the Local License on June 24, 2024 and is in good standing. Based on these facts, the proposed cannabis project meets this finding.

B. The cannabis business as well as all operations as conducted therein, fully comply with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP/DA and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special required technical elements of the proposed cannabis business were reviewed by the City departments, Riverside County Fire Department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law.

C. The cannabis business fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) submitted as part of the CUP and Local License application process, the required business/operations plan, statement of qualifications, fire protection plan, safety/security plan, waste disposal plan, odor abatement plan, visitor requirement plan and neighborhood compatibility plan. These special technical elements of the proposed cannabis business were reviewed by the City, Riverside County Fire department and Riverside County Sheriff's department to ensure that the requirements of Chapter 5.76 and Chapter 17.315 of the WMC and California Building and Fire Code were complied with. It was determined by each department the proposed cannabis use was in compliance with all applicable building, electrical, zoning and fire codes, accessibility requirements of the Americans with Disability Act, and all relevant city and state law. These elements will be reviewed a second time as part of the tenant improvement plan review requirements prior to the issuance of building permits and issuance of a certificate of occupancy. Based on these facts, the proposed cannabis project fully complies with and meets all operating criteria required pursuant to state laws, Chapter 5.76 of this code, any other provisions of this code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.

D. The cannabis business will be located in a zoning district where cannabis businesses of the type proposed are conditionally permitted, and all of the applicable locational restrictions in Section 17.315.070 are satisfied.

Evidence: The applicant, CCG Catt, LLC (Saad Pattah) is requesting approval to establish a retail cannabis business within an existing 3,936 square-foot retail lease space located at 23825 Catt Road. This site is located within the C-P-S zone which conditionally permits retail cannabis sales. Further, as evidenced by the radius maps prepared by the planning department (refer to staff report), the site is located outside the 100' distance requirement from a residential zone and is located outside of the 600' distance requirement from a public or private school providing instruction in kindergarten or grades 1 through 12, a commercial day care center (excluding small and large family day cares), a park and a youth center. Based on these facts, the proposed cannabis project meets this finding.

SECTION 5. CITY COUNCIL ACTION

Based upon the findings above, the City Council hereby adopts this Resolution approving Conditional Use Permit No. 24-0035, subject to conditions, as illustrated herein and attached hereto to this Resolution as Exhibit 1 and 2 (under separate cover).

PASSED, APPROVED AND ADOPTED this 13th day of November, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024	**CUP No. 24-0035 Expiration Date – December 13, 2027**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**

PLANNING DEPARTMENT CONDITIONS OF APPROVAL				
Standard/General Conditions				
1.	In compliance with Section 15301 (Existing Facilities, Class 1) of CEQA., a Notice of Exemption (NOE) shall be filed with the Riverside County Clerk within five (5) working days of project approval by the City Council. The notice shall include the required Riverside County Clerk administrative fee to be paid by the Applicant.	November 20, 2024	Planning Department	
2.	The Applicant's signature below hereby verifies acceptance of the City Council's adopted Conditions of Approval contained within this matrix. A signed copy shall be submitted to the Planning Director by November 27, 2024. Applicant Signature Date	November 27, 2024	Planning Department	
3.	The Applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval	Ongoing	Planning Department	

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23825 CATT ROAD (APN: 380-240-001)			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
	issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, California Public Records Act, Code of Civil Procedure Chapter 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the Applicant of any Action brought and request that Applicant defend the City. It is expressly agreed that Applicant may select legal counsel providing the Applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The Applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys' fees, costs and expenses it has incurred related to its defense of any Action and Applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Within fourteen (14) days of an Action being filed, Applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with Applicant in the defense of any Action.			
4.	Approval of CUP/Conditional Use Permit No. 24-0035 shall expire on November 13, 2027 (3 years after approval by the City Council) if building permits for tenant improvements have not been issued and substantial construction work has not commenced. For the purposes of this condition, the term "commenced" means either the beginning of	November 13, 2027	Planning Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
	substantial construction of the lease space for the use that is authorized, which construction must thereafter be pursued diligently to completion, or the actual occupancy of existing lease space under the terms of the authorized use. The Applicant may submit a request for an Extension of Time (EOT) to be reviewed and approved by the Planning Commission in accordance with Chapter 17.200.080 of the Wildomar Municipal Code. Said extension of time application and fee must be submitted prior to the expiration date. If a request for an EOT has not been submitted by this deadline, then Conditional Use Permit No. 24-0035 shall automatically become null and void.			
5.	Timing. Pursuant to Government Code § 65865.1, City shall review this Developer's compliance with the terms, conditions, and covenants of this Agreement. Such review shall be undertaken at least once during every twelve (12) month period from the Effective Date of this Agreement. The Developer or successor shall reimburse City for the reasonable and necessary costs of this review, excluding cost incurred under Article 8.0 [Default and Enforcement], within thirty (30) days of written demand from City	Annually on Effective Date	Planning Department	
6.	Evidence of Annual Review. Developer shall deliver to City within thirty (30) days of each anniversary of the Effective Date evidence to demonstrate the Developer's good faith compliance with the terms of this Agreement, including but not limited to compliance with the payment obligations in Section 3 of this Agreement. The City shall bear no responsibility or obligation to research, investigate, or otherwise obtain evidence of Developer's good faith compliance with this Agreement. It shall be Developer's sole responsibility and obligation to provide evidence of its good faith compliance with this Agreement. Prior to making a determination, the City shall make available to the Developer any public staff reports and documents to be used or relied	30 days prior to Anniversary Date	Planning Department	

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23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
	upon by City to determine Developer's good faith compliance with this Agreement. The Developer shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally or at a public hearing or in a written statement. Such response shall be made to the Director or its designee for purposes of review of compliance with this Agreement.			
7.	Certificate of Compliance. With respect to each year for which an annual review of compliance with this Agreement is conducted, and for which the City has determined that Developer is in good faith compliance with this Agreement, the City, upon written request of the Developer, shall provide Developer with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. The Developer shall have the right, in the Developer's sole discretion, to record this notice of compliance.	Annually on Effective Date	Planning Department	
8.	All applicable conditions of approval from the Cannabis Local License Application No. 24-0035 approved by the City of Wildomar on June 24, 2024 shall apply to CUP No. 24-0035 and shall remain in full force and effect for the life this business.	On-Going	Planning Department	
9.	Final fees shall be determined by the Building and Finance departments prior to the Issuance of Occupancy Permits.	On-Going	Planning Department	
10.	In accordance with Chapter 66020.d.1 of the Government Code, the Applicant has 90 days from project approval to file a protest of the imposition of fees, dedications, reservations, or other exactions being imposed on this project. Notice is hereby given to the Applicant that the 90-day appeal period begins with the approval date by the City Council on November 13, 2024.	February 13, 2025	Planning Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
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23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
11.	The tenant improvements for the lease space approved under CUP No. 24-0035 located at 23825 Catt Road (APN: 380-240-001), shall be constructed in accordance with the CUP Cannabis package as approved by the City Council on November 13, 2024. The Applicant may request a modification/revision to the approved project, if needed, in accordance with Chapter 17.228 of the Wildomar Municipal Code.	On-Going	Planning and Building Departments	
12.	Applicant hereby understands and agrees that failure to comply with all Conditions of Approval may result in the City Council taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of the conditional use permit.	On-Going	Planning Department	
13.	The proposed Project shall comply with existing SCAQMD rules for the reduction of fugitive dust emissions in accordance with SCAQMD Rule 403.	On-Going	Planning Department	
14.	Neighborhood Compatibility Plan. The proposed cannabis business must comply with the neighborhood compatibility plan set forth in the CUP Cannabis Package as approved by the City Council. All requirements must be maintained at all times.	On-Going	Planning Department	
15.	Parking Analysis Plan. The proposed cannabis business must comply with the neighborhood compatibility plan set forth in the CUP Cannabis Package as approved by the City Council. All requirements must be maintained at all times.	On-Going	Planning Department	
16.	Visitor Requirement Plan. The proposed cannabis business must comply with the Visitor Requirement Plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements must be maintained at all times.	On-Going	Planning & Building Depts.	

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CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
17. Odor Abatement Plan. The proposed cannabis business must comply with the Odor Abatement Plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements must be maintained at all times.	On-Going	Planning & Building Departments	
18. Security Plan. The proposed cannabis business must comply with the security plan set forth in the Local License stamped approved package, as approved by the Riverside County Sheriff's Department and City of Wildomar. All security requirements must be maintained at all times.	On-Going	Planning, Building & Police Departments	
19. Fire Protection Plan. The proposed cannabis business must comply with the Fire Protection Plan set forth in the Local License stamped approved package, as approved by the City of Wildomar and the Riverside County Fire Department. All requirements must be maintained at all times.	On-Going	Planning & Riverside County Fire Depts.	
20. Business/Operations Plan. The proposed cannabis business must comply with the business/operations plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements shall be complied with at all times.	On-Going	Planning & Administrative Services Depts.	
21. Waste Disposal. The proposed cannabis business must comply with the waste disposal plan set forth in the Local License stamped approved package, as approved by the City of Wildomar. All requirements shall be complied with at all times.	On-Going	Planning, Building & Fire Departments	
Prior to Issuance of a Building Permit			
22. Prior to issuance of any building permits, the Applicant shall be required to submit tenant improvement plans for build-out of the proposed lease space in accordance with City of Wildomar standards.	Prior to Issuance of Building Permits	Building Department	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
23. Prior to the issuance of a building permit, the applicant shall comply with Building Department requirements in obtaining all necessary tenant improvement plan permits.	Prior to Issuance of a Building Permit	Planning Department	
24. Prior to the issuance of a building permits, the Applicant shall submit a sign program to the Planning Director for review and approval. Proposed signage shall be consistent with all applicable provisions of Chapter 17.252 (Sign Regulations) and Section 17.315 (Cannabis Regulations) of the Wildomar Municipal Code.	Prior to Issuance of Building Permits	Planning Department	
Prior to Issuance of Occupancy Permits			
25. Prior to issuance of a Certificate of Occupancy, the Applicant shall pay all applicable Development Impact Fees (DIF) as determined by the Building Official.	Prior to the Issuance of Occupancy Permits	Building Department	
26. Prior to the Issuance of a Certificate of Occupancy, all conditions of approval for Cannabis Local License Application No. 24-0035 and CUP/Conditional Use Permit No. 24-0035 shall be completed to the satisfaction of the Planning Director and Building Official.	Prior to the Issuance of Occupancy Permits	Planning and Building and Departments	
BUILDING DEPARTMENT CONDITIONS OF APPROVAL			
1. Prior to the issuance of a building permit, the applicant shall comply with Building Department requirements in obtaining all necessary tenant improvement plan permits.	Prior to Issuance of a Building Permit	Building and Planning Departments	
2. Tenant improvement plans are required to be submitted for permit review after the CUP and DA are approved. Each sheet of the plans shall be signed by the designer.	Prior to Issuance of a Building Permit	Building and Planning Departments	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024	CUP No. 24-0035 Expiration Date – December 13, 2027		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**
3.	In order to comply with the City of Wildomar Ordinance No. 187 Section 17.315.080, mechanical plans will be required. The system shall be designed, stamped and signed by a state licensed Mechanical Engineer. The plan shall show how this section of the ordinance will be met. Details shall show the filtration plan and all related.	Prior to Issuance of a Building Permit	Building and Planning Departments	
4.	Any new rooftop mechanical equipment will require engineering for the additional rooftop load.	Prior to Issuance of a Building Permit	Building and Planning Departments	
5.	A building permit shall be obtained for the proposed construction and site development. The design of the building shall comply with the 2019 California Building Codes.	Prior to Issuance of a Building Permit	Building and Planning Departments	
6.	Building permits will only be issued to a California State licensed contractor in accordance with the California Contractors State License Board or Property Owner. Building permits will not be issued to Tenants.	Prior to Issuance of a Building Permit	Building and Planning Departments	
7.	The design shall comply with the 2022 California Building Code chapter 11B for Accessibility.	Prior to Issuance of a Building Permit	Building and Planning Departments	
8.	All proposed work shall comply with the 2022 California Energy Code and all other relevant laws, ordinances and resolutions governing Energy conservation as adopted by the City of Wildomar.	Prior to Issuance of a Building Permit	Building and Planning Departments	
9.	Proposed project shall comply with the 2022 California Green Building Standards Code and all other relevant laws, ordinances and resolutions governing sustainable design as adopted by the City of Wildomar.	Prior to Issuance of a Building Permit	Building and Planning Departments	
10.	Any new exterior lighting shall comply with City of Wildomar Ordinance 8.64 – Light Pollution.	Prior to Issuance of a Building Permit	Building and Planning Departments	

Exhibit 1 CUP No. 24-0035 Conditions of Approval Matrix			
CCG Catt, LLC (Saad Pattah) Cannabis Proposal"			
23825 CATT ROAD (APN: 380-240-001)			
CUP No. 24-0035 Approval Date – November 13, 2024	**CUP No. 24-0035 Expiration Date – December 13, 2027**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring Dept.**	**Verification (Date & Signature)**

RIVERSIDE COUNTY FIRE DEPARTMENT				
General Conditions				
11.	Prior to occupancy of the lease space identified in the Local License application package, the Applicant shall be required to submit tenant improvement plans for build-out of the proposed lease space in accordance with Riverside County Fire Department standards.	Prior to Issuance of Building Permits	Riverside County Fire Department	

END

EXHIBIT 2

CUP Cannabis Proposal Package
(Under Separate Cover)

CATT ROAD, LLC

THE CAKE HOUSE EAST
(PLN 24-0035)

Cannabis CUP & Development Proposal Package

Prepared for the City of Wildomar

Applicant: Catt Road, LLC
Address: 23825 Catt Rd., Pad #3
APN: 380-240-001
License: Retail Storefront
Submittal #2 Date: August 5, 2024
Cannabis Proposal:

Table of Contents

1. Evidence of Legal Right to Occupy....4
1.1 Legal Right to Occupy Overview....4
1.2 Purchase Agreement....5
1.3 Lease Agreement....41
2. Authorization Letter for Information Verification....46
3. Organizational Status....47
3.1 Ownership Structure....47
3.2 Articles of Organization....48
3.3 Operating Agreement....49
3.4 Catt Road, LLC Certificate of Good Standing....62
4. Property Owner Authorization....63
5. Statement of Qualifications....64
5.1 Organizational Structure and Qualifying Experience....64
5.1.2 Saad S. Pattah – Owner Experience....64
5.2 Cannabis Licenses Currently Held....66
6. Project Description....67
6.1 Products and Services to Be Provided....67
6.2 Adherence to Wildomar Municipal Code....67
6.3 Size of Proposed Facility....68
6.4 Floor Plan....70
6.4.3 Egress Plan....71
6.4.4 Security Plan....72
6.5 Delivery Plan....73
7. Neighborhood Compatibility Plan....78
7.1 COMMUNITY RELATIONS LIAISON....78
7.2 PROACTIVE RESPONSE TO COMPLAINTS....79
7.3 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY....81
8. Parking Analysis Plan....83
9. Title Report....86
10. Aerial Photograph....94
11. Not Currently Permitted for Non-Cannabis Infused Food Products....95

12. 100’ Radius of Project Site.....96
13.600’ Radius of Project Site.....97
14. Development Plans.....98

1. Evidence of Legal Right to Occupy

1.1 Legal Right to Occupy Overview

Founding investor Saad S. Pattah has purchased the property located at 23825 Catt Road in Wildomar, CA 92595 in which he will lease to his business, Catt Road, LLC for the purposes of operating a cannabis retail facility. To support the requirements of this section, Catt Road is providing the following documentation:

1. Purchase Agreement between Saad S. Pattah and CCG Catt, LLC
2. Lease Agreement from Saad S. Pattah to Catt Road, LLC

1.2 Purchase Agreement

REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS

Dated February 10th, 2024

between

CCG Catt, LLC,

a California limited liability company,

as Seller,

and

Saad Pattah, an individual,

as Buyer

REAL ESTATE SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is made as of the 10th day of February, 2024 (the "**Effective Date**"), by and between **CCG Catt**, LLC, a California limited liability company or its permitted assigns ("**Seller**"), and **Saad Pattah, [an unmarried/a married]** individual or permitted assigns (collectively, "**Buyer**"). Seller and Buyer are referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Seller is the seller of the Property (as defined below), including that certain real property comprised of 0.663 acres (approximately 28,899 square feet) of vacant land generally located at the NEQ of Clinton Keith Road and Interstate 15, Wildomar, Riverside County, California, and commonly known as 23825 Catt Road, Wildomar, California 92595. The Property is one of three (3) adjacent parcels comprising the commercial development commonly known as "Catt Crossing" (collectively, the "**Development**").

B. On and subject to the terms and conditions of this Agreement, Seller has agreed to sell the Property to Buyer and Buyer has agreed to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **PURCHASE AND SALE; ESCROW**.

1.1 **Purchase and Sale**. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to the "**Property**," which consists collectively of the following:

(a) That certain land (the "**Land**") located in the City of Wildomar, County of Riverside, State of California, as depicted on ***Exhibit A*** and as legally described in ***Exhibit A***;

(b) All rights, privileges and other easements appurtenant to the Land, including any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "**Appurtenances**");

(c) All improvements and fixtures, if any, located upon the Land, including, without limitation, all structures presently located on the Land, and all

fixtures, apparatus, equipment, and appliances used in connection with the operation or occupancy thereof (collectively, the "**Improvements**"); and

(d) All intangible personal property owned by Seller, to the extent it is transferable, which is related to the ownership or operation of the Land and Improvements (collectively, the "**Real Estate**"), including any rights associated with the name of the Real Estate, all development rights, water rights, warranties, permits, entitlements and government approvals (and any applications therefor that have been filed by Seller or its affiliates), franchises, licenses, certificates of occupancy, soil and other reports and studies, surveys, maps, utility contracts, plans and specifications, engineering plans and studies, floor plans and landscape plans ("**Intangible Personal Property**") (provided that the Intangible Personal Property will include the foregoing relating only to the Real Estate specifically and not to any of Seller's Adjacent Real Estate, as defined below). Seller shall assign the Intangible Personal Property to Buyer at Closing pursuant to Assignment and Bill of Sale attached hereto as ***Exhibit E*** ("**Bill of Sale**").

1.2 **Escrow**. The transaction contemplated in this Agreement will be effected through an escrow ("**Escrow**") with Orange Coast Title Company Attn: Tom Krystkowiak, 2151 E. Convention Center Way, Suite 102, Ontario, CA, 91764, Email: teamescrow@octitle.com (the "**Escrow Agent**"), as established by this Agreement and any additional instructions required by Escrow Agent and reasonably acceptable to Seller and Buyer. In the event of any conflict, uncertainty or ambiguity between or in respect of the terms of this Agreement and the terms of any such additional instructions, the terms of this Agreement will govern and control.

2. **PURCHASE PRICE**.

2.1 **Purchase Price**. The "**Purchase Price**" for the Property is One Million Six-Hundred Thousand Dollars ($1,600,000).

2.2 **Payment of Purchase Price**. Buyer will, on or before the date that is the Closing Date (as defined below), deposit any funds necessary to satisfy Buyer's obligations under this Agreement (the "**Closing Funds**") into Escrow in immediately available funds.

3. **DEPOSIT**. Within five (5) business days following the Effective Date, Buyer will deposit in Escrow the amount of Fifty Thousand Dollars ($50,000) (the "**Deposit**"). Following the expiration of the Due Diligence Period (as defined below), $20,000 of the Deposit will become non-refundable except as otherwise expressly provided in this Agreement. At Closing, the Deposit will be applicable to the Purchase Price and Buyer will receive a credit for the Deposit against the amount of Closing Funds to be deposited by Buyer under **Section 2.2**.

3.1 **Independent Consideration**. Notwithstanding the foregoing, within five (5) days after Escrow Agent receives the Deposit described above, Escrow Agent will release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the Due Diligence Period to Buyer as herein

provided. Such independent consideration is non-refundable to Buyer but will be credited to the Purchase Price in the event that the purchase of the Property is completed.

4. **PROPERTY DOCUMENTS; INSPECTIONS AND STUDIES**.

4.1 **Property Documents**. Buyer acknowledges receipt from Seller prior to the Effective Date, for Buyer's review and approval in accordance with the provisions of **Section 4.2** below, of the following documents in Seller's possession on the Effective Date (collectively, the "**Property Documents**"):

(a) A title report (and copies of all documents or items referenced in the title report as exceptions) in respect of the Real Estate (collectively, the "**Title Report**"), to be provided by the Escrow Agent (also referred to as the "**Title Company**");

(b) If available, the most current existing survey of the Real Estate in Seller's possession or under Seller's control (collectively, the "**Existing Survey**");

(c) All current rental agreements, leases or licenses pertaining to the Property (each a "**Lease**"), as well as the contact information for each lessee thereunder; and

(d) Any existing environmental assessments of the Real Estate (including Phase 1 and Phase 2 environmental reports).

4.2 **Inspections**. During the Due Diligence Period and at all reasonable times prior to Closing, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "**Buyer's Consultants**") will have the right to enter upon the Property during normal business hours to examine and inspect the Property, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property as Buyer deems necessary for its review of the Property (collectively, the "**Inspections**"). Buyer will give Seller not less than two (2) business days' notice of its need for access to the Property. Notwithstanding the foregoing, Buyer's Inspections may not include any Phase II environmental site assessment or invasive testing or soil sampling without Seller's prior consent, not to be unreasonably withheld. To the extent Buyer reasonably determines on the basis of Buyer's Phase I environmental site assessment that a Phase II environmental site assessment is warranted, Buyer may extend the Due Diligence Period upon written notice to Seller for a period of thirty (30) days from the earlier of the date (i) Seller gives approval to perform such Phase II environmental site assessment, or (ii) Seller refuses to provide such approval. Following any such Inspections, unless otherwise directed in writing by Seller, Buyer will return the Property to substantially the condition it was in prior to such Inspections, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such Inspections and any other work conducted or materials furnished with respect to the Property by or for Buyer will be paid for by Buyer as and when due and Buyer will indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses,

expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer or Buyer's Consultants in connection therewith, which indemnity shall survive for a period of one (1) year after the earlier of (i) the Closing Date, or (ii) the termination of this Agreement. Notwithstanding the foregoing, Buyer will have no liability with respect to any hazardous substances or underground storage tanks discovered as a result of any Inspections.

5. **BUYER'S APPROVAL RIGHTS; DUE DILIGENCE PERIOD; ENTITLEMENT PERIOD**.

5.1 **Due Diligence Period**. During the Due Diligence Period, Buyer may review the Property Reports, make such Inspections, and conduct such investigations as it deems necessary and, in its sole discretion, determine whether the Property is suitable for its needs and acceptable to Buyer. At any time prior to 5:00 p.m. at the location of the Property on the last day of the Due Diligence Period, Buyer may terminate this Agreement for any or no reason by providing written notice of such termination to Seller (a "**Due Diligence Termination Notice**"), at which time (i) this Agreement will terminate and neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive termination), and (ii) Escrow Agent will promptly return the entire Deposit to Buyer. If Buyer fails to provide a timely Due Diligence Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer) and be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section with respect to the Due Diligence Period will permanently lapse, and (z) this Agreement will remain in full force and effect.

(a) The "**Due Diligence Period**" begins on the Effective Date and expires forty-five (45) days after the Effective Date.

5.2 **Title Review and Approval**.

(a) Within twenty (20) days after the Effective Date, Buyer may notify Seller in writing (the "**Objection Notice**") of any objection that Buyer has to the condition of the Property's title as reflected in the Title Report or the Existing Survey (each an "**Objection**"). Seller must remove all mortgages, deeds of trust, security interests, mechanics liens and all other liens, as well as pay (or give credit for) all taxes or assessments on the Property applicable to the period prior to the Closing Date (as defined below), and Seller will be deemed to have agreed to remove all exceptions to the Title related to such matters and such matters need not be included in the Objections (collectively, such matters may be referred to as the "**Seller's Title Obligations**"). Buyer's failure to timely deliver to Seller the Objection Notice will be deemed to constitute Buyer's approval of the Title Report and the Existing Survey and acceptance of the condition of the title of the Property as of the date the Objection Notice was due (with the exception of the Seller's Title Obligations).

(b) Seller will have a period of ten (10) days following receipt of the Objection Notice in which to deliver written notice to Buyer (the "**Seller Response Notice**") specifying the manner in which Seller will resolve each Objection, on or before the Closing Date. Seller's failure to timely deliver the Seller Response Notice to Buyer will be deemed to constitute Seller's election to not resolve Buyer's Objections. If Seller does not provide Seller's Response Notice, or in the Seller's Response Notice, Seller does not agree to resolve all Objections in a manner acceptable to Buyer, then Buyer will have the right prior to the expiration of the Due Diligence Period, to provide Seller written notice whether Buyer elects to (i) waive such Objections and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. If Buyer does not timely terminate this Agreement as set forth above, then Buyer will be deemed to have accepted any Objection Seller did not agree to resolve as a Permitted Exception (as defined below), Buyer's right to terminate this Agreement under this Section will permanently lapse, and this Agreement will remain in full force and effect.

(c) For purposes of this Agreement, "**Permitted Exceptions**" means collectively (i) the condition of the title to the Property reflected by the Title Report, Existing Surveys (if any), and Survey (if any) as of the date of the Objection Notice to which Buyer did not object, (ii) such Objections resolved in the manner set forth in the Seller Response Notice, and (iii) Objections that Seller does not agree to resolve, which Buyer is deemed to accept due to failure to timely terminate this Agreement.

5.3 **New Title Matters**. From the Effective Date until Closing, except as permitted in this Agreement, Seller agrees not to voluntarily enter into any agreement affecting title to the Property without Buyer's prior written consent. Any title matters which were not reflected on the Title Report or Existing Survey at the time of the Objection Notice and which arise or are discovered prior to the Closing (collectively "**New Title Matters**") must be resolved by Seller at Seller's sole cost and expense on or before the Closing Date if Buyer objects to such matters at or prior to Closing, unless such matters arose due to the actions of, or with the written consent of, Buyer. In the event Seller is unwilling or unable to completely resolve all of the New Title Matters objected to by Buyer prior to Closing, Buyer may elect to either (i) waive such New Title Matters and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. In the event that Buyer elects not to terminate this Agreement pursuant to its rights in this Section and proceed to Closing, Seller's proposed resolution of such New Title Matters will be deemed accepted by Buyer, and the New Title Matters, to the extent not so resolved, will be deemed to be "Permitted Exceptions."

5.4 **Entitlements.** Buyer acknowledges that, as of the Effective Date, at Seller's expense, Seller has obtained approvals required from applicable local, regional, state and federal governmental or quasi-governmental authorities (collectively, "**Governmental Authorities**") to ready the Property for Buyer's intended use as a cannabis dispensary, except for any conditional use permit required by Buyer (collectively, the "**Entitlements**"). Entitlements do not include (i) any conditional use permit ("**CUP**") required for Buyer's intended use, or (ii) of Buyer's permits, licenses or construction approvals, or any other approvals required by Governmental Authorities other than set forth above.

5.5 **CUP Period**.

(a) For a period beginning on the Effective Date and ending ninety (90) days following the Effective Date (the "**Initial CUP Period**"), Buyer will have the right to seek the issuance of a CUP from the applicable government authorities. So long as Buyer is diligently and in good faith pursuing the issuance of a CUP, Buyer will have the option to extend the Initial CUP Period five (5) times for a period of thirty (30) consecutive days (each an "**Extension Period**"). The Initial CUP Period, together with each exercised Extension Period, may be referred to collectively as the "**CUP Period**." Buyer may exercise an Extension Period by providing Seller written notice prior to the expiration of the Initial CUP Period or the then-current Extension Period (as the case may be).

(b) Upon the exercise of each of the first three (3) Extension Periods, an additional Ten Thousand Dollars ($10,000) of the Deposit will become non-refundable, except as otherwise provided in this Agreement. If Buyer exercises either of the last two Extension periods, in addition to the timely written notice, Seller must timely pay to the Escrow Agent an additional Ten Thousand Dollars ($10,000) for each Extension Period (each an "**Extension Payment**"). Upon receipt of an Extension Payment, Escrow Agent will promptly release such Extension Payment to Seller and such Extension Payment will be non-refundable (except as otherwise expressly provided in this Agreement) and will not be applicable to the Purchase Price. If Buyer has not secured the issuance of the CUP prior to the expiration of the CUP Period, Buyer may terminate this Agreement by providing written notice of such termination to Seller (a "**CUP Termination Notice**.").

(c) Upon receipt of a timely CUP Termination Notice, (i) this Agreement will terminate and neither Party will have further obligations to the other Party (except those obligations which expressly survive termination), and (ii) Escrow Agent will return to Buyer any portion of the Deposit which is not then non-refundable, and (iii) Escrow Agent will release to Seller any non-refundable portion of the Deposit and any Extension Payments then in Escrow Agent's possession. If Buyer fails to provide Seller a timely CUP Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer), and

be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section due to failure to obtain the CUP will permanently lapse, and (z) this Agreement will remain in full force and effect.

5.6 **Natural Hazard Disclosure**. At Seller's sole cost and expense, Seller will engage the services of an environmental consultant to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the application of the following natural hazard areas or zones to the Property: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Government Code Section 8589.3); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wildland area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694). Seller will report the result of its examination to Buyer in writing not later than thirty (30) days following the beginning of the Due Diligence Period.

6. **CLOSING – TIME AND PLACE**. Provided that all of the conditions of this Agreement have been satisfied (or deemed satisfied) and Buyer has not exercised its right to terminate this Agreement prior to or on the Closing Date, a fully executed and acknowledged original of the Deed (as defined below) will be recorded in the Official Records, and the close of escrow ("**Closing**") of this transaction will take place at the offices of Escrow Agent, not later than thirty (30) business days following the last to expire of the Due Diligence Period or CUP Period.

6.1 **Title Policy**. On the Closing Date, the Title Company must irrevocably commit to issue to Buyer an ALTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price insuring Buyer's good, marketable and indefeasible title to the Property, subject only to the Permitted Exceptions, in form and substance reasonably acceptable to Buyer (the "**Title Policy**"). Such commitment from the Title Company is deemed to be a Seller Deliverable (as defined below).

6.2 **Closing**. The Escrow Agent will conduct the Closing through the Escrow. On the Closing Date the Escrow Agent will confirm in writing whether it has received all Seller Deliverables and Buyer Deliverables (as defined below). If Escrow Agent is in possession of all of the Seller Deliverables and Buyer Deliverables, Escrow Agent will Close the transaction by (i) causing the appropriate documents to be recorded, (ii) disbursing funds in accord with the Closing Statement (as defined below), (iii) delivering documents to the appropriate persons, and (iv) such other actions as are appropriate to consummate the transaction. Escrow Agent will act in accord with closing instruction letters received from Buyer or Seller to the extent such instructions are not contrary to the terms of this Agreement.

(a) If a Party fails to make its deliveries pursuant to **Section 7 and 8** respectively, the other Party may either (i) waive satisfaction of such

condition(s) in writing (delivered to the other Party and Escrow Agent) on or prior to the Closing Date, and the Closing will proceed, (ii) extend the Closing Date until such condition is satisfied, or (iii) declare the other Party to be in Default (for which there is no Cure Period) and pursue the applicable remedies set forth in **Section 15**.

7. **SELLER'S CLOSING DELIVERIES**.

7.1 **Seller's Deliveries into Escrow**. On or before the Closing Date, Seller will deliver into Escrow the following, duly authorized and executed as appropriate by Seller in a form reasonably acceptable to Buyer (collectively, the "**Seller Deliverables**"):

(a) Deed. One originally executed Grant Deed conveying indefeasible fee simple title to the Real Estate, subject to the Permitted Exceptions, in substantially the form attached to this Agreement as ***Exhibit B*** (the "**Deed**");

(b) FIRPTA. An executed affidavit stating Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445, *et seq.* of the Internal Revenue Code (the "**Code**");

(c) Authorizations. Such executed documents, affidavits and indemnities required by the Title Company to permit the Title Company to deliver the Title Policy (as defined below);

(d) Seller's Certificate. One executed Seller's Certificate certifying that all representations and warranties made by Seller in this Agreement are true, complete and correct in all respects as of the Closing Date, in substantially the form attached to this Agreement as ***Exhibit C*** (the **Seller's Certificate**");

(e) Leases; Service Contracts. Written evidence that any Leases or service or maintenance agreements with respect to the Property (collectively the "**Service Contracts**") have been terminated prior to Closing.

(f) Closing Statement. An executed Closing Statement prepared by the Escrow Agent reflecting the application of the funds received by the Escrow Agent, as mutually agreed by Buyer and Seller (the "**Closing Statement**").

(g) Possession. Possession of the Property free and clear of (i) any and all occupants, and (ii) any and all rights and interests arising through Seller for any individuals or entities (other than Buyer) to occupy, possess, or use all or any portion of the Property. Buyer acknowledges that Seller will have access to the Property post-closing to complete its obligations per **Section 11.5.**

(h) Bill of Sale. An executed Bill of Sale.

(i) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Buyer, Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement. Such documents may include an affidavit executed by Seller to the effect that Seller is not a ''nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at or prior to the Closing, Escrow Agent will at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

8. **BUYER'S CLOSING DELIVERIES**.

8.1 **Buyer's Deliveries into Escrow**. On or before the Closing Date, Buyer will deliver into Escrow the following, duly authorized and executed as appropriate by Buyer in form reasonably acceptable to Seller (collectively, the "**Buyer Deliverables**"):

(a) Closing Funds. The Closing Funds.

(b) Closing Statement. An executed Closing Statement; and

(c) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement.

9. **CLOSING COSTS AND EXPENSES**.

9.1 **Seller's Costs**. Seller will be responsible for the payment of: (i) all documentary transfer taxes assessed by the city and county in connection with the transaction contemplated under this Agreement; (ii) all costs of a standard Title Policy in the amount of the Purchase Price; (iii) all recording costs in connection with the Deed; (iv) one-half of Escrow fees and costs; and (v) the cost of any other obligations of Seller under this Agreement.

9.2 **Buyer's Costs**. Buyer will be responsible for the payment of: (i) all costs related to extended title coverage or additional endorsements to the Title Policy requested by Buyer, (ii) all costs of any lender's title policy, (iii) all costs of any Environmental Reports obtained by Buyer, (iv) one-half of all Escrow fees and costs, (v) the cost of the Survey, if any, and (vi) the cost of any other obligations of Buyer under this Agreement.

10. **PRORATIONS AND ADJUSTMENTS AT CLOSING**.

10.1 **Prorations and Adjustments**. All prorations pursuant to this **Section 10** will be final.

10.2 **Taxes**. Real estate and personal property taxes and assessments with respect to the Property (collectively, the "**Taxes**") for the tax years prior to the tax year in which the Closing occurs are the sole responsibility of Seller and must be paid at or prior to the

Closing. Taxes assessed with respect to the tax year in which the Closing occurs, regardless of when such taxes may be payable, will be prorated between Buyer and Seller as of the Closing Date. If the tax bill for the current tax year is not available at Closing, then the proration will be made on the most recent ascertainable tax assessment and tax rate. If Taxes for the tax year in which Closing occurs have not been paid before Closing, Buyer will be credited by Seller at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period before the Closing Date and Buyer will pay (or cause to be paid) the Taxes for the entire year of Closing prior to their becoming delinquent. If Taxes for the tax year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller will be credited by Buyer at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period from and after the Closing Date.

10.3 **Utilities**. All utilities, if any, to the Property in the name of Seller will be cutoff by Seller on the Closing Date and Seller will be responsible for all utility costs prior to the Closing Date. Seller will receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Buyer at the Closing. In the case of non-transferable deposits, such deposits will be returned to Seller and Buyer will be responsible for making any security deposits required by utility companies providing service to the Real Estate and securing utility service following the Closing Date.

10.4 **Owner's Association Fees**. Escrow Agent will: (i) bring Seller's account with any owner's association applicable to the Property current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay to the owner's association any required upfront fees applicable to the period after the Closing Date, from Buyer's funds.

10.5 **Service Contracts**. Any prepayments or deposits with respect to Service Contracts will be retained by Seller and handled by Seller outside of Closing, and any costs or charges associated with the termination of such Service Contracts will be the sole obligation of Seller.

11. SELLER'S COVENANTS AND OBLIGATIONS.

11.1 **No Conveyances; Exclusivity**. At all times after the Effective Date but prior to the termination of this Agreement, (i) except as provided in this Agreement, Seller may not, without the prior written consent of Buyer, voluntarily convey any interest in the Property, and (ii) Seller and its representatives, brokers, agents, affiliates and employees will not, without the prior written consent of Buyer, directly or indirectly make accept, negotiate, entertain or otherwise pursue any offers to sell or lease the Property other than the transaction contemplated by this Agreement with Buyer.

11.2 **Significant Changes**. At all times after the Effective Date but prior to the Closing Date and/or termination of this Agreement, Seller must promptly notify Buyer of any significant change in any condition with respect to the Property or of any event or circumstance known to Seller that makes or would make any representation or warranty of Seller contained in this Agreement false or misleading, it being understood that Seller's

providing the notice to Buyer will in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

11.3 **Payment of Invoices**. At all times after the Effective Date but prior to the termination of this Agreement, Seller must timely pay in full all bills and invoices for labor, goods, materials, services and utilities of any kind relating to the Property which were contracted for by or on behalf of Seller.

11.4 **Leases and Service Contracts**. At all times after the Effective Date but prior to the termination of this Agreement, Seller may not, without the prior written consent of Buyer, (i) enter into any leases with respect to the Property; (ii) enter into any service contract or other contract or agreement pertaining to any portion of the Property which cannot be terminated without premium or penalty on or before the Closing Date; or (iii) modify any Service Contract or other contract or agreement pertaining to any portion of the Property.

11.5 **Post-Closing Covenants (Seller's Work)**. Within one hundred twenty (120) days following the Closing (which, at Seller's option, may be extended up to three (3) times by thirty (30) days each by delivering written notice to Buyer prior to the expiration date then in effect), Seller will substantially complete the Pad Delivery Improvements as set forth in ***Exhibit D***. Seller will substantially complete the Seller's Site Work as set forth in ***Exhibit D*** by the date set forth in ***Exhibit D***. Collectively, the Pad Delivery Improvements and the Seller's Site Work as defined in ***Exhibit D*** comprise the "**Seller's Work**"). Buyer must cooperate in good faith with Seller to provide timely access to the Property and coordinate with Seller's contractors to allow Seller to complete the Seller's Work. The date upon which the Pad Delivery Improvements have been completed and Seller has notified Buyer of the same in writing is the "**Pad Delivery Date**."

12. **REPRESENTATIONS AND WARRANTIES**.

12.1 **Seller's Representations and Warranties**. Seller hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Seller will immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the following representations or warranties untrue.

(a) Valid and Binding Obligation Formation. (i) Seller is a California limited liability company, duly organized, validly existing, and in good standing under the laws of the State of California with the requisite power and authority to consummate the transactions contemplated by this Agreement; (ii) this Agreement and all other agreements, documents and instruments to be executed by Seller in connection herewith have been duly executed and authorized by all necessary action on the part of Seller; and (iii) this Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with its terms against Seller, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar

laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Seller is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any federal, state, local and/or applicable foreign statutes, ordinances, rules, regulations, court orders and decrees, administrative orders and decrees, and other legal requirements of any and every conceivable type applicable to the Agreement, Seller, Buyer, the Property or any portion thereof (collectively, the "**Applicable Laws**"), or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental Authority having jurisdiction over Seller or the Property. Execution by Seller of this Agreement and performance by Seller of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

(c) FIRPTA. Seller is not a "foreign person" but is a "United States person" as such terms are defined in the Foreign Investment in Real Property Tax Act of 1980 and §§ 1445 and 7701 of the Code. Grantor is a citizen or resident of the United States, a domestic partnership, a domestic corporation, or an estate or trust which is not a foreign estate or foreign trust within the meaning of § 7701(a)(31) of the Code.

(d) Patriot Act/OFAC. Seller is not (i) a person or entity with whom Buyer is restricted from doing business by any trade embargo, economic sanction, or other prohibition of the United States law, regulation, or Executive Order of the President of the United States, including under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 or Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, and including, without limitation, persons and entities named on the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") Specially Designated Nationals and Blocked Persons List and/or on any similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"); (ii) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Seller Embargoed Person (as defined below); and (iii) no Seller Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term "**Seller Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 *et seq.* the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq*., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in

Seller is prohibited by law or Seller is in violation of law. Seller also must require and must take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Seller is or will be listed on the List or is or will be a Seller Embargoed Person. Notwithstanding the foregoing, this Section does not apply to any person to the extent that such person's interest in Seller is through a U.S. Public Entity. As used in this Agreement, "**U.S. Public Entity**" means a person (other than an individual) whose securities are registered with the Securities and Exchange Commission, listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person. For purposes of compliance with Presidential Executive Order 13224 (issued September 24, 2001), Seller must, on or before Closing, notify Buyer in writing of all persons holding a five percent or greater direct or indirect ownership interest in Seller.

(e) Pending Actions. To Seller's knowledge, there is neither (i) any action, suit, proceeding or claim affecting the Property or any portion thereof or affecting Seller and relating to or arising out of the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authority, nor (ii) any such action, suit, proceeding or claim threatened or being asserted.

(f) Pending Condemnation. To Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Real Estate or any portion thereof. Seller has not received written notice regarding any such proceeding, and, to Seller's knowledge, no such proceeding is contemplated.

(g) No Violation of Applicable Laws. To Seller's knowledge, there are no violations of any Applicable Laws affecting any portion of the Property. Seller has not received written notice of any such violation issued by any Governmental Authority.

(h) Liens. The Real Estate is free and clear of all mechanic's liens and materialmen liens caused by Seller. Except with respect to Seller's Work, no work has been performed or is in progress by Seller, and no materials have been furnished to the Real Estate, which might give rise to mechanics' liens, materialmen's liens, or other liens against the Real Estate or the Improvements.

(i) Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller.

(j) Impositions. To Seller's knowledge, there are no impositions that currently encumber the Real Estate or any portion of the Real Estate or any interest

in the Real Estate, other than impositions disclosed to Buyer in the Title Report, which are not yet due or payable.

(k) Leases. There are no oral or written leases, rental agreements or other occupancy agreements affecting the Property.

(l) No Change in Applicable Laws. Seller has no information of, and to Seller's knowledge, there is no change contemplated in, any of the Applicable Laws or any judicial or administrative action, or any action by adjacent landowners, or any fact or condition relating to the Real Estate which would materially adversely affect, prevent or limit the development of the Project.

(m) Delinquent Taxes. Seller shall pay and/or remove from title to the Property prior to the Closing Date any delinquent taxes and assessments.

(n) Third-party Approvals. To Seller's knowledge, there are not any non-governmental (*i.e.*, third party) approvals or consents required under any recorded or unrecorded documents for Buyer's intended use, development, and operation of the Property, other than as may be set forth in the Entitlements or disclosed to Buyer in the Title Report.

(o) Except as otherwise disclosed by Seller to Buyer in writing or as may be disclosed in the environmental reports included in the Property Documents or in any environmental assessment or report obtained by Buyer, to Seller's knowledge, there are no hazardous substances on, in, or under the Property in violation of applicable laws.

12.2 **Buyer's Representations and Warranties**. Buyer hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Buyer will immediately notify Seller of any fact or circumstance which becomes known to Buyer which would make any of the foregoing representations or warranties untrue.

(a) Valid and Binding Obligation Formation. Buyer is [a married/an unmarried] individual residing in California. This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any Applicable Laws, or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental

Authority having jurisdiction over Seller or the Property. Execution by Buyer of this Agreement and performance by Buyer of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

13. **CONDEMNATION; CASUALTY**.

13.1 **Seller Notice to Buyer**. Prior to Closing, upon Seller becoming aware of the occurrence of any fire, wind, water damage, earthquake or other casualty materially adversely affecting the Property (a "**Casualty**") or the commencement of any exercise of the power of eminent domain or condemnation (collectively "**Condemnation**"), with respect to the Real Estate, Seller will promptly provide written notice to Buyer describing with reasonable particularity and detail, such Casualty or Condemnation.

13.2 **Condemnation**. If any such Condemnation relates to or may result in a loss of value in the Property or the loss of all or any portion of the Real Estate, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to any compensation, awards or other payments or relief resulting from such Condemnation (whether received before or after Closing); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise the foregoing election by written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Condemnation. If Buyer fails to timely provide such written notice, Buyer will have been deemed to have elected to not terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, the right to terminate this Agreement under this Section will permanently lapse, Buyer may participate in all negotiations regarding the Condemnation action, and Seller may not agree to a settlement of such Condemnation action without the prior written consent of Buyer.

13.3 **Casualty**. In the event of a Casualty to the Property, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to receive any insurance proceeds resulting from such Casualty (whether received before or after Closing) plus payment by Seller of any applicable deductible or self-insurance); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise such option by providing written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Casualty. If Buyer fails to timely provide such written notice, Buyer will be deemed to have elected not to terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, then the right to terminate this Agreement under this Section will permanently lapse, and Buyer may participate in any negotiations or adjustment of any insurance claim relating to

such Casualty. Seller may not settle any such claim without the prior written consent of Buyer.

14. **DEFAULT; TERMINATION ABSENT DEFAULT; LIQUIDATED DAMAGES**.

14.1 **Default**. If either Party fails to perform any of its material obligations under this Agreement and does not cure such failure or breach within the applicable Cure Period, if any (as defined below), such Party will be in "**Default**" under this Agreement. The "**Cure Period**" for (i) a monetary default is ten (10) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party, and (ii) for a non-monetary default is thirty (30) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party.

14.2 **Buyer's Default**. If Buyer is in Default, then Seller's exclusive remedy is to terminate this Agreement, in which case neither Party will have further obligations to the other under this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will deliver the Deposit and any Extension Payments to Seller as liquidated damages. **SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.**

Mark R Cooper

Buyer's Initials Seller's Initials

(a) As material consideration to each Party's agreement to the liquidated damages provisions stated above, each Party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made, each Party hereby expressly acknowledging the reasonableness of the liquidated damages provisions stated above.

14.3 **Seller's Default**. If Seller is in Default prior to Closing, then Buyer may elect to:

(a) following written notice to Seller as set forth in **Section 14.1**, terminate this Agreement, in which case (i) neither Party will have further obligations to the other under this Agreement (except for those obligations which survive the termination of this Agreement); (ii) upon written confirmation of Seller,

Escrow Agent is instructed to promptly deliver to Buyer so much of the Deposit as remains in Escrow Agent's possession; and (iii) Seller will promptly pay to Buyer any portion of the Deposit or Extension Payments which has previously been paid to Seller; or

(b) elect to specifically consummate the purchase and sale of the Property, provided that any action for specific performance must be filed within ninety (90) days after the date of Seller's Default. The parties hereby agree that the Property is of a special and unique character and that Buyer cannot be adequately compensated at law in the event of a Seller Default.

14.4 **Post-Closing**.

(a) If Seller fails or refuses to timely perform its obligations under **Section 11.5** with respect to Seller's Work, Buyer must provide Seller written notice within thirty (30) days following such failure, specifying with particularity which obligations Seller has failed to perform (an "**Improvement Default Notice**"). If Seller fails to cure such default within a reasonable period following receipt of an Improvement Default Notice (which period may not exceed sixty (60) days), Buyer may (but shall not be obligated to) perform Seller's obligations (the "**Self-Help Right**"). In the event Buyer exercises its Self-Help Right, Seller will (i) grant Buyer the right and a license to enter upon such property owned by Seller or any affiliate thereof necessary to perform the Seller's Work pursuant to such Self-Help Right, (ii) assign to Buyer all permits, consents and approvals necessary for Buyer to perform the Seller's Work pursuant to such Self-Help Right, and (iii) cooperate in transitioning the Seller's Work to Buyer, including, but not limited to, at Buyer's request, assigning to Buyer or its designee all contracts, warranties and interests in applicable construction contracts, subcontracts, plans, specifications, drawings and purchase orders. Buyer shall be entitled to have all of its reasonable out-of-pocket costs and expenses incurred to complete Seller's Work, plus ten percent (10%) of such amount (collectively, the "**Improvement Cost Amount**") reimbursed to it from the Seller's Work Holdback Amount as defined in ***Exhibit D***. Buyer may submit to Escrow Agent (with a copy to Seller) an itemized disbursement request with reasonable supporting documentation such as receipts (a "**Reimbursement Request**") for amounts incurred to complete the Seller's Work pursuant to the Self-Help Right. Upon Escrow Agent's receipt of a Reimbursement Request from Buyer, Escrow Agent shall, with the written consent of Seller, not to be unreasonably withheld, conditioned, or delayed, disburse the amount of such approved Reimbursement Request from Seller's Work Holdback Amount to Buyer, or other entities as Buyer may direct. If Buyer's Improvement Cost Amount approved by Seller is in excess of the Seller's Work Holdback Amount, Seller shall promptly reimburse Buyer for such costs. In no event shall Seller's Holdback Amount be deemed a limitation on Seller's liability to reimburse Buyer's actual costs for performing the Self-Help Right. Buyer and Seller shall

execute any documentation reasonably required by Escrow Agent to hold and administer Seller's Work Holdback Amount as contemplated by this Agreement.

(b) Seller shall and hereby agrees to indemnify, defend and hold Buyer and Escrow Agent harmless from and against any and all claims, losses, liabilities, judgments, damages, and expenses asserted against or incurred by Buyer and/or Escrow Agent arising out of any encumbrances arising out of Seller's Work.

The provisions of this **Section 14** will survive the termination of this Agreement.

15. **BROKERS**. Buyer represents and warrants to Seller that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "**Broker**") in connection with this Agreement or the transactions contemplated by this Agreement other than Ryan Dowse of WeCannCA, Inc. (the "**Buyer's Broker**"). Seller represents and warrants to Buyer that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby other than Catalyst Retail, Inc. (the "**Seller's Broker**"). Seller agrees to pay both Buyer's Broker and Seller's Broker in accordance with the terms of a separate agreement.

16. **MISCELLANEOUS PROVISIONS**.

16.1 **Disclaimers; "As-Is."** Seller makes no representation or warranty, express or implied, as to the completeness, content or accuracy of the Property Information or any other written or oral information provided by Seller to Buyer. Except for the representations expressly set forth in **Section 12**, Seller has not made and does not make any warranty, guaranty, or representation concerning (i) the condition of the Property, including, but not by way of limitation, the water, soil, geology and the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto; (ii) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body; and (iii) hazardous materials or the environmental condition of the Property. BUYER WILL INSPECT AND EXAMINE THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THOSE IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING

16.2 **Attorneys' Fees**. If it is necessary for either Buyer or Seller to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing Party will reimburse the prevailing Party for its actual, reasonable attorneys' fees and costs of suit.

16.3 **Notices**.

(a) Any approval, disapproval, demand, document, or other notice (collectively "**notice**") which any Party must give under this Agreement must be in writing and either be delivered by (i) hand delivery, (ii) national overnight courier specifying next business day delivery, (iii) electronic mail, or (iv) U.S. certified mail, return receipt requested. All notices may be given either by a Party or by such Party's attorneys.

(b) Any such notice will be deemed received (i) when receipted for at the addressee's place of business (in the case of hand delivery), (ii) on the date of delivery confirmed by the overnight courier service (in the case of overnight courier delivery), (iii) when the sending Party receives an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment in the case of electronic mail), and (iv) as indicated on the return receipt (in the case of certified mail delivery).

(c) All such notices must be delivered to the addresses (or at any other address as an addressee may later designate in writing) set forth below. All delivery costs (*e.g.,* postage, air bill, etc.) must be prepaid by the sender.

If to Escrow Agent/Title Company:

Orange Coast Title Company
2151 E Convention Center Way Suite 102
Ontario, CA 91764
Attention: Tom Krystkowiak
Telephone: 909-987-5433
E-mail: teamescrow@octitle.com

If to Buyer: Saad Pattah

_____
_____
Email: geo@cakehousecannabis.com

With a copy to:

_____
_____
_____
Attention: _____
Email: _____

If to Seller:

CCG Catt, LLC.
38605 Calistoga Drive, Suite 150
Murrieta, CA 92563
Attention: Mark R. Cooper
Telephone: (913) 915-6538
E-mail: markc@catalystretail.com

With a copy *(which will not constitute notice)* to:	Polsinelli, PC 900 West 48th Place, Suite 900 Kansas City, MO 64112-1895 Attention: Jeb Bayer Telephone: (816) 374-0555 E-mail: jbayer@polsinelli.com
If to Seller's Broker:	Catalyst Retail, Inc. 38605 Calistoga Drive, Suite 150 Murrieta, CA 92563 Attention: Nick Earle Telephone: (951) 395-0000 E-mail: mailto: nearle@catalystretail.com

16.4 **Signs**. Buyer acknowledges that, a Master Sign Program has been proposed for the Development (dated October 13, 2021), a copy of which has been provided to Buyer prior to the Effective Date. Provided such Master Sign Program is acceptable to the applicable governmental authorities, it will apply to the Property, and be consistent with sign criteria for other first-class shopping centers in the Wildomar area. Buyer will be responsible for its prorated costs based on its aggregate panel space on each multi-tenant sign on which it maintains a panel relative to the total panel space on each multi-tenant sign on which it maintains a panel. Buyer will pay its prorated share of the cost to permit and construct each such sign on which Buyer participates as well as 100% of the cost to fabricate and install its sign panels on the signs on which Buyer participates. Buyer shall have the right to participate on: (i) Multi-Tenant Monument 1 in the _____ panel position, (ii) Multi-Tenant Monument 2 in the _____ panel position, and (iii) the Freeway Pylon (if approved by the applicable governmental authorities) in the _____ panel position all as generally depicted on ***Exhibit F***, attached hereto. The cost of repair, maintenance and operation of the Multi-Tenant Monument Signs and Freeway Pylon will be considered common area expenses to be apportioned equitably as set forth in the Declaration.

16.5 **Governing Law**. The Applicable Laws of the State of California will govern the validity, enforcement, and interpretation of this Agreement.

16.6 **Integration; Modification; Waiver**. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the Property and supersedes all previous contracts, agreements and understandings of the Parties, either oral or written, relating to the Property (including, without limitation, any letter or letters of intent). This Agreement may not be modified, nor may any of the terms hereof be waived, except by an instrument in writing executed by the Party against whom enforcement of the modification or waiver is sought. The rights and remedies provided in this Agreement are cumulative and (except where expressly provided otherwise in this Agreement) are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

16.7 **Counterpart Execution**. This Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller), may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and

the same instrument. Delivery of an executed counterpart of a signature page to this Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller) by facsimile or in electronic (*i.e.*, "pdf" or "tif") format will be effective as delivery of a manually executed original counterpart of such document, unless an originally signed document is required for recording.

16.8 **Headings; Constructions**. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, and vice versa, unless the context requires otherwise. The provisions of this Agreement will not be construed in favor of or against either Seller or Buyer but will be construed as if both Parties prepared this Agreement. Unless otherwise indicated, a reference to a "Section" will be deemed to be a reference to a Section of this Agreement.

16.9 **Time of the Essence**. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations under this Agreement.

16.10 **Invalid Provisions**. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

16.11 **Binding Effect**. This Agreement will be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, administrators, representatives, successors and permitted assigns.

16.12 **Further Acts**. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

16.13 **Exhibits**. All Exhibits are attached hereto and are incorporated in this Agreement by this reference.

16.14 **Survival**. All covenants and agreements contained in this Agreement to be performed after the Closing Date as set forth in **Section 11.5** will survive the delivery and recordation of the Deed and the closing of the purchase and sale of the Property.

16.15 **No Third-Party Beneficiaries**. Except for the express provisions of **Section 16.15** below, the execution and delivery of this Agreement will not be deemed to

confer any rights upon, nor obligate either Seller or Buyer, to any person or entity other than each other.

16.16 **Successors; Assignment**. Subject to the terms and conditions of this **Section 16.15**, this Agreement is binding upon and inures to the benefit of the heirs, successors and assigns of the Parties to this Agreement. Seller may assign its rights and obligations under this Agreement to any successor or assign of Seller taking title to the Property, and the assignor will be released from its liabilities and obligations under this Agreement. Buyer may assign and delegate its rights and obligations under this Agreement to an affiliate of Buyer without the consent of Seller, in which event such assignee will assume all obligations of (and be treated as) Buyer under this Agreement, and the assignor will be released from its liabilities and obligations under this Agreement. For purposes of this provision, an "**affiliate**" of a person is any person which is owned by such person, owns such person, or is under common control with such person. Buyer may not assign its rights under this Agreement to any person which is not an affiliate without the prior written consent of Seller (which consent may not be unreasonably withheld, delayed or conditioned).

16.17 **Waiver of Jury Trial**. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

16.18 **Computation of Time**. The time in which any act under this Agreement is to be done will be computed by excluding the first day and including the last day. If the last day of any time period stated in this Agreement falls on a day which is not a business day (as defined below), then the duration of such time period will be extended so that it ends on the next succeeding business day. For purposes of this Agreement, a "**business day**" means any day that is not a Saturday, Sunday, or legal holiday in the location of the Property.

16.19 **Confidentiality**. As a material inducement to Seller to enter into this Agreement, Buyer agrees that it will maintain strict confidentiality with respect to the negotiations concerning, and the terms and provisions of, this Agreement. Notwithstanding the foregoing, Buyer may disclose such information (i) to those employed or engaged by Buyer or any representative of Buyer who is actively and directly participating in the evaluation of the Property or the negotiation and execution of this Agreement, including, without limitation, attorneys, mortgage and real estate brokers, accountants, engineers and other consultants, potential lenders, and potential or existing investors, in each case provided such person(s) are informed of the confidential nature of such information; (ii) to governmental or quasi-governmental authorities or agencies (including taxing authorities) in connection with Buyer's use, operation or maintenance of the Property or Buyer's efforts to obtain changes to the zoning or land use approvals as Buyer deems necessary in connection with its intended use of the Property; (iii) as required by Applicable Laws; and (iv) as necessary to enforce the terms of this Agreement. This confidentiality provision will survive termination of this Agreement other than by reason of the consummation of the

transaction contemplated by this Agreement. Neither Party will notify any media of the contemplated transaction or the terms thereof without the other Party's written approval.

16.20 **Compliance With Applicable Laws**. The Parties to this Agreement must comply with all Applicable Laws with regard to any provision under this Agreement.

16.21 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any Party initiating an exchange must bear all costs of such exchange. The cooperating Party will not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

"SELLER"

CCG Catt, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper, Manager/President

"BUYER"

Saad Pattah, an individual

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET; THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET TO A POINT ON THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-1

SITE PLAN

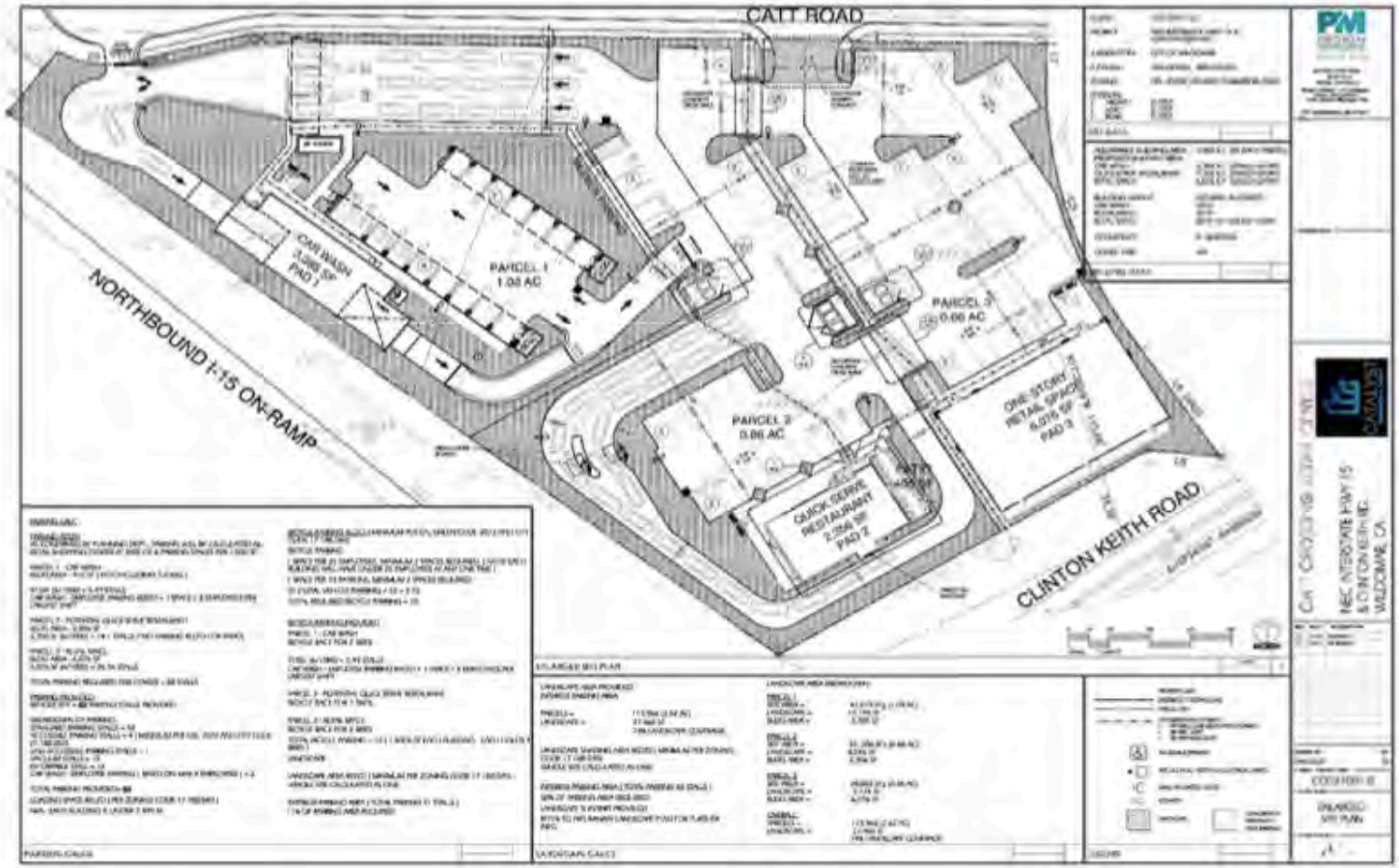


EXHIBIT C

SELLER'S CERTIFICATE

SELLER'S CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

In accordance with the terms of that certain Real Estate Purchase Agreement and Escrow Instructions dated as of _____, 2024 (the "**Purchase Agreement**"), by and between CCG Catt, LLC, a California limited liability company ("**Seller**"), and Saad Pattah, an individual ("**Buyer**"), Seller hereby certifies to Buyer that all representations and warranties set forth in the Purchase Agreement, including, without limitation, those set forth in **Section 12** of the Purchase Agreement, are true, complete, and accurate in all material respects, as of the date hereof.

IN WITNESS WHEREOF, Seller has executed this Seller's Certificate of Representations and Warranties effective as of the ____ day of _____, 2024.

"SELLER"

CCG CATT, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper, Manager/President

EXHIBIT D

SELLER'S POST-CLOSING COVENANTS

[Seller Review – These are obligations to ONO]

SELLER'S WORK:

1. **Pad Delivery Improvements:** Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Pad Delivery Improvements**") within the period set forth in **Section 11.5**:

   (a) **Compliance:** The Property shall be delivered in compliance with all laws and free of all leases, encumbrances, occupants, and hazardous materials in compliance with applicable laws. Any cost for hazardous/contaminated material abatement and removal that is not caused by Buyer shall be borne by Seller.

   (b) **Removal of existing improvements**: Landlord shall remove all existing improvements both above and below the surface of the pad. This includes but is not limited to any structures, footings, foundations, slabs, paving, curbs, gutters, plumbing, and storm drain infrastructure, underground or aboveground storage tanks, lot light poles and bases, underground structures of any kind.

   (c) **Grading**: A finished grade pad, which shall be delivered to within one tenth of one foot of the finished building pad elevation as defined by Buyer's and/or Seller's approved grading plans. Soils reports and compaction testing shall be at ninety-five (95) percent of the maximum dry soil density with a tolerance of +/- 0.3%. Any fill material shall be of structural quality with no debris or organic materials and must be placed in eight-inch (8") lifts. The moisture content of the soil shall be within the range of 0-4% above the maximum moisture content in accordance with the standard Proctor compaction procedure. A copy of soils/geotechnical testing reports and final compaction reports from the Seller's geotechnical testing firm shall be furnished to Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. A letter and building pad certification plan from a state licensed Civil Engineer (attesting to his inspection and certification of the completed building pad) shall be provided by the Seller to the Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. The Seller furnished certification letter shall include all as-built utility locations, finished grades and pipe invert elevations.

2. **Seller's Site Work:** Within the Three-Hundred Sixty (360) day period following the Closing, Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Seller's Site Work**"):

(a) all utilities stubbed to within five feet (5') of the property line of the Property, including water, gas, sewer, electric, telephone, cable and other utilities required for Buyer's retail business, per Buyer's agreed upon specifications and locations.

(b) common drive aisles, as further illustrated on ***Exhibit B-1***, including any related paving and striping, curbs and gutters.

(c) provide common water meter for landscaping for the Development, including meter and capacity fees.

(d) all off-site improvements and Common Area drive aisles shown on the Site Improvement Plan and Development Plan shall have been completed, including, without limitation, if any, traffic signals at the entrance of the Development; road widening; paving and striping; curbs and gutters; landscaping; irrigation; sidewalks; street lighting; curb cuts; and fuel price monument signage.

(e) The Seller shall furnish and install one pipe of two inch (2") minimum diameter (or one pipe of one and a half inch (1-½") minimum diameter for domestic water and one pipe of one inch (1") minimum diameter for irrigation water), with backflow assembly, meter stop and shutoff valve as required by the local water/utility company. Water pressure rate shall be between 45 to 60 pounds per square inch. Any expense for necessary backflow preventer certification required by the City or local utility company shall be borne by the Seller, with evidence of certification provided to the Buyer. Any expense associated with the water meter is the responsibility of Buyer.

(f) The Seller shall furnish and install one ea. pipe of six inch (6") minimum diameter for sanitary sewer having sufficient invert elevation depth to facilitate a minimum one-quarter inch (¼") per foot slope from the furthest plumbing fixture or grease trap location. Under no circumstance shall the invert elevation be less than 36" below finished grade.

(g) The Seller shall furnish and install a minimum of two (2) conduits of four inch (4") electrical service conduits (or greater amount or diameter if required by the local utility company) to provide for a Buyer electrical load requirement of 1200 amps, 3 phase, 4 wire, and 120/208 volts.

(h) The Seller shall furnish and install gas pipe of two and half inch (2.5") minimum diameter sufficient to provide Buyer with a total demand of 1.8 million BTUs (for natural gas of 0.60 specific gravity, based on pressure drop of 0.5-inch water column).

(i) Seller shall furnish and install a dedicated fire protection water main system having a main of sufficient diameter, as and if required by local authorities and Fire Marshal's office. Any expense for necessary "fire flow rate"

testing of nearby fire hydrants required by the local authorities or Fire Marshal's office shall be borne by the Seller, with evidence of testing provided to the Buyer. Any expense for additional fire hydrants required by local authorities or Fire Marshal's office shall be borne by the Buyer.

(j) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

(k) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

Any modification to the attached Site Plan in ***Exhibit A-1*** that materially and adversely limit, restrict or impair (i) access to and from the Property, (ii) visibility of the Property, or (iii) parking for the Property will need Buyer's approval.

3. **Insurance:** Seller shall provide, or shall require that all contractors performing Seller's Work provide, public liability and property damage insurance with limits of liability of not less than a combined single limit of Two Million Dollars ($2,000,000.00) for bodily injury and property damage in connection with performance of Seller's Work.

4. **Coordination of Work:** Seller shall cooperate with Buyer in coordinating Seller's Work with construction of Buyer's improvements to assure reasonable mutual access and to prevent material and adverse interference with or damage to the work Seller and Buyer are performing.

5. **Public Work/Public Utilities:** Seller shall pay for all costs and expenses arising from or which are directly related to Seller's Work, including, without limitation, all utility tap fees and impact fees, any required fee associated with all public works, public utilities and related departments in the governing City or county. For avoidance of doubt, Buyer must pay any fees to establish water or sewer services to the Property (including, without limitation, water/sewer participation fees, connection fees and any meter-related fees).

BUYER'S WORK

Except for the work to be performed by Seller as part of Seller's Work, Buyer will be responsible, at its sole cost and expense, for all other improvements upon and within the Property, including: (i) the Building, (ii) the Fixtures, (iii) the Fixtures, including utility meters, and (iv) the site improvements upon the Property which shall include paving, striping, curbs and gutters, sidewalks, lighting, landscaping, irrigation, and trash enclosures within the Property (excluding any site improvements to be constructed by Seller as provided above) (the "**Buyer's Work**"). Notwithstanding the foregoing, Seller shall be responsible, as part of Seller's Site Work, for installation of utility, storm, and sanitary sewer connections as required, to within five feet (5') of the Property.

PRORATIONS, ADJUSTMENTS AND HOLDBACKS AT CLOSING.

Seller's Work Holdback. At Seller's sole cost and expense, Seller must complete Seller's Work within the time periods specified herein. An amount equal to Three Hundred Thousand

Dollars ($300,000) shall be retained from the Purchase Price and will remain held in Escrow, as of the Closing Date, (the "**Seller's Work Holdback Amount**"). One Hundred Thousand Dollars ($100,000) of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon completion of the Pad Delivery Improvements by Seller. The balance of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon Seller's completion of Seller's Site Work. If the Buyer exercises the Self-Help Right, then Buyer shall be entitled to have its Improvement Cost Amount reimbursed to it from Seller's Work Holdback Amount, as more particularly set forth in **Section 14.4** of this Agreement. Subject to the terms and conditions of this Agreement (including, without limitation, **Section 14.4** of this Agreement), Escrow Agent will release any remaining portion of the Seller's Work Holdback Amount to Seller upon completion of Seller's Work.

EXHIBIT E

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "**Bill of Sale**") is made as of _____, 2024, by CCG Catt, LLC, a California limited liability company ("**Seller**") in favor of Saad Pattah, an individual ("**Buyer**"), pursuant to that certain REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS, by and between Seller and Buyer, dated _____, 2024 (the "**Contract**"). This Bill of Sale is subject to the terms and provisions of the Contract, and in the event of any inconsistency between the Contract and this Bill of Sale, the terms and provisions of the Contract shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, grants, delivers, transfers and assigns to Buyer, all of Seller's right, title and interest in, to and under any and all of the following items, to the extent that they are assignable and related exclusively to that "**Real Estate**" (as defined in the Contract):

(a) all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements, certificates, rights under development agreements, school fee mitigation agreements, development allocations, and development rights relating to the Real Estate, if any so exist, as of the date of this Bill of Sale;

(b) all utility and other permits relating exclusively to the Real Estate;

(c) all fee credits, license tax credits, and prepaid expenses, fees, and deposits applicable exclusively to the Real Estate, and the right to any refunds thereunder or rebates thereof (including, without limitation, utility deposits);

(d) all plans and specifications for any improvements located exclusively on the Real Estate, whether existing or anticipated; and

(e) all warranties of contractors and subcontractors with respect to any grading and other work performed by or at Seller's direction on the Real Estate.

(All of the above being referred to herein collectively as the "**Personal Property**").

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Seller and Buyer, respectively.

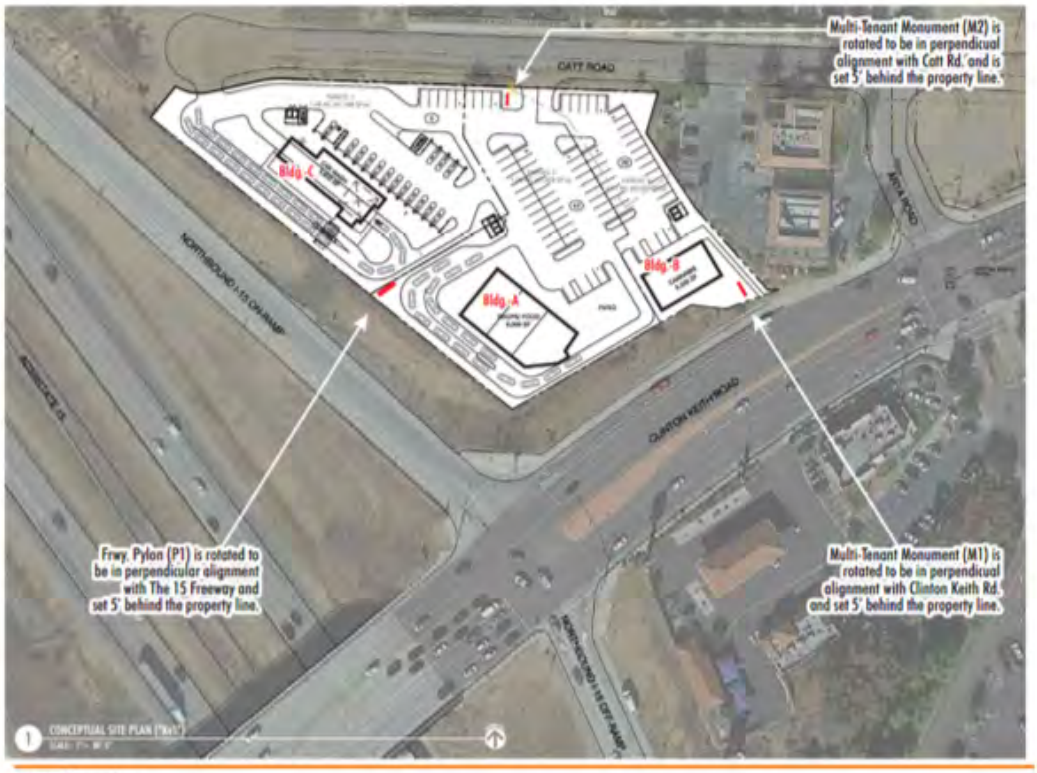
SELLER:

CCG Catt, LLC, a California limited liability company

By: Mark R. Cooper
Name: Mark R. Cooper
Its: _____

EXHIBIT F

LOCATION OF BUYER'S SIGN PANELS ON THE MULTI-TENANT MONUMENT SIGNS AND THE MULTI-TENANT PYLON SIGN



Catt Crossing
Master Sign Program October 13th, 2021

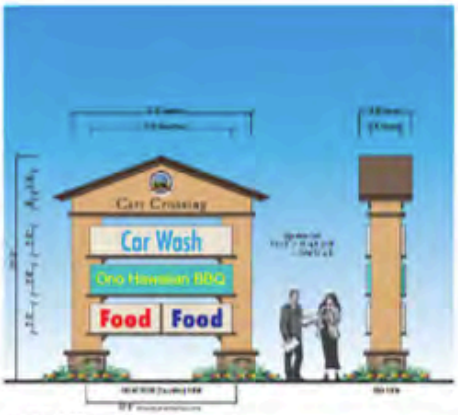
Freeway Pylon Sign (Qty. 1)

- Double faced, free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick alum.).
- Sign body paint colors to match project architecture, med. bronze finish.
- Stone veneer (base) shall match project architecture (materials sheet pending).
- Tenant names are 5" deep LED illum. channel letters w/ translucent vinyl colors per national branding standards ...see Detail A (this page).
- Project ID is reverse halo illuminated letters, matte black faces and returns.
- City of Wildomar seal is non-illum. 2" deep, fab'd alum. panel.

All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

1 SIGN P1 - Freeway Oriented Pylon

Catt Crossing



Monument Sign (Qty. 1)

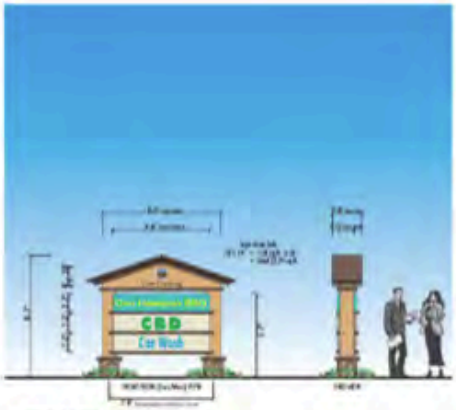
- Double faced free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle cradle mounts welded to steel post create sign 'shelves'.
- Aluminum angle create framework for aluminum 'skin' (typ. 1/8" thick sheet).
- Sign body paint colors to match project architecture, matt textured finish.
- Sheet cover (face) shall match project architecture (materials sheet pending).
- Routed panels are 1" deep full sheet, 1/8" sheet, flame routed out and backed up with white acrylic and 1st surface translucent vinyl colors per national branding standards.
- Project ID is non-illuminated 3/4" thick acrylic, painted matte finish base and mounted 1" proud of sign face.
- City of Wildomar and Lot # are flush, flush mounted 3/4" thick white acrylic with digital print to suit, return edges white.

All illustrations shown are conceptual. All colors and logos are must shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

① SIGN #2 - Multi Tenant on Cristo Rey Road
SCALE: 3/8" = 1'-0"

Catt Crossing
Master Sign Program - October 13th, 2021

Multi-Tenant Monument #02



Monument Sign (Qty. 1)

- Double faced free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle cradle mounts welded to steel post create sign 'shelves'.
- Aluminum angle create framework for aluminum 'skin' (typ. 1/8" thick sheet).
- Sign body paint colors to match project architecture, matt textured finish.
- Sheet cover (face) shall match project architecture (materials sheet pending).
- Routed panels are 1" deep full sheet, 1/8" sheet, flame routed out and backed up with white acrylic and 1st surface translucent vinyl colors per national branding standards.
- Project ID is non-illuminated 3/4" thick acrylic, painted matte finish base and mounted 1" proud of sign face.
- City of Wildomar and Lot # are flush, flush mounted 3/4" thick white acrylic with digital print to suit, return edges white.

All illustrations shown are conceptual. All colors and logos are must shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

① SIGN #2 - Multi Tenant on Cristo Rey Road
SCALE: 3/8" = 1'-0"

Catt Crossing
Master Sign Program - October 13th, 2021

1.3 Lease Agreement

THIS SUBLEASE (this "Lease") dated this 16 day of April, 2024

BETWEEN:

Saad S. Pattah (hereinafter called the "Lessor")

AND

Catt Road, LLC (hereinafter called the "Lessee")

IN CONSIDERATION OF the Lessor leasing certain premises to the Lessee, the Lessee leasing those premises from the Lessor and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1 - Leased Premises

2.1 The Lessor agrees to sublease to Lessee the industrial office space municipally located at, **23825 Catt Road, Wildomar, CA 92595**, (the "Premises") . The Premises will be used for only the following permitted use (the "Permitted Use"): The Lessee will use the Premises solely for general office purposes and to comply with applicable laws, bylaws, and regulations relative to the Premises and to the business carried on.

2.2.Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use.

2.3 No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days' notice, the Lessor may revoke any consent previously given under this clause.

2 - Term

2.1 The term of the Lease commences on June 1, 2024 for a term of five years with the option to renew.

2.2 Upon 60 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee has defaulted in the payment of any portion of the Rent when due.

2.3 Upon 30 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Lessee and the Lessee persists in such default beyond the said 15-day notice.

3 - Rent

3.1 Subject to the provisions of this Lease, the Lessee will pay a base rent of $1.00 payable per month, for the Premises (the "Base Rent").In addition to the Base Rent, the Lessee will pay the applicable GST to the Lessor.

3.2 If the start date of the Lease does not fall on the first of the month then the Base Rent plus applicable and GST will be pro-rated.

4 - Use and Occupation

4.1 The Lessee will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. For the purposes of this Agreement the Permitted Use shall be for commercial cannabis retail operations. The Lessee will carry on business under the name of Catt Road, LLC and will not change such name without the prior written consent of the Lessor, such consent not to be unreasonably withheld. The Lessee will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Lessor.

4.2 The Lessee covenants that the Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

5 - Security Deposit

5.1 On execution of this Lease, The Lessee will pay the Lessor a security deposit equal to the amount of $0.00 (the "Security Deposit") to be held by the Lessor without interest. Upon execution of this Lease the Security Deposit shall be due immediately. The Lessor will return the Security Deposit to the Lessee at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

5.2 The Lessee may not use the Security Deposit as payment for the Rent.

6 - Quiet Enjoyment

6.1 The Lessor covenants that on paying the Rent and performing the covenants contained in this Lease, the Lessee will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7 - Renewal of Lease

7.1 Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Lessee may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

8 - Utilities and Other Costs

8.1 The Lessee is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, telephone, Internet and cable.

8.2 The Lessee is responsible for the replacement cost of any electrical light bulbs, tubes and ballast.

9 - Insurance

9.1 The Lessee is hereby advised and understands that the personal property of the Lessee is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such loss. The Lessee is advised that, if insurance coverage is desired by the Lessee, the Lessee should inquire of Lessee's insurance agent regarding a Lessee's Policy of Insurance. A copy of the insurance must be provided to the Lessor within 30 days of the start of the Term.

10 - Attorney Fees

10.1 All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Lessor on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Lessee of any other condition contained in the Lease, will forthwith upon demand be paid by the Lessee as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

11 - Governing Law

11.1 It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California County of San Diego, without regard to the jurisdiction in which any action or special proceeding may be instituted.

13 - Assignment and Subletting

13.1 The Lessee will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Lessor's option, terminate this Lease.

14 - Care and Use of Premises

14.1 The Lessee will promptly notify the Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Lessor

14.2 Vehicles which the Lessor reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Lessee's parking stall(s), and such vehicles may be towed away at the Lessee's expense. Parking facilities are provided at the Lessee's own risk. The Lessee is required to park in only the space allotted to them.

14.3 The Lessee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Lessor, disturbs the comfort or convenience of other Lessees.

14.4 The Lessee will not engage in any illegal trade or activity on or about the Premises.

14.5 The Lessor and Lessee will comply with standards of health, sanitation, fire, housing and safety as required by law.

15 - Damage to Premises

15.1 In case the Premises at any time during the Term be damaged by fire, water or other acts of nature so as to render the Premises unfit for the purpose of the Lessee the rent hereby reserved or a proportionate part according to the nature and extent of the damage sustained shall be suspended and abated until the Premises have been rebuilt or made fit for the purpose of the Lessee.

15.2 If in the opinion of the Lessee the premises cannot be rendered fit for the purpose of conducting the Lessee's business, within a period of two (2) months, the Lease shall be deemed terminated or at the option of the Lessor the term will come to an end and the Lessee shall cease to be held liable for payment for rent except such rent as shall have already accrued due and be entitle to be repaid any rent paid in advance for the balance of the period.

16 - Hazardous Materials

16.1 The Lessee will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

17 - Rules and Regulations

17.1 The Lessee will obey all rules and regulations posted by the Lessor regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Lessee in and around the Building on the Premises.

18 - General Provisions

18.1 Any waiver by the Lessor of any failure by the Lessee to perform or observe the provisions of this Lease will not operate as a waiver of the Lessor's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach.

18.2 This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

18.3 All sums payable by the Lessee to the Lessor pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Lessor as rental arrears.

18.4 Where there is more than one Lessee executing this Sublease, all Lessees are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Sublease.

IN WITNESS WHEREOF the Parties to this Sublease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on the date below:

LESSEE

Saad S. Pattah

_____ _____

Catt Road, LLC Date

LESSOR

Saad S. Pattah

_____ _____

Saad S. Pattah Date

2. Authorization Letter for Information Verification

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

Saad S. Pattah, Owner
Property Owners Printed Name

Saad S. Pattah

_____ _____
Property Owners Signature Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

_____ _____
Applicant Signature Date

3. Organizational Status

3.1 Ownership Structure

Catt Road, LLC is owned 100% by Saad S. Pattah. If any changes to ownership are made, Catt Road, LLC will immediately report these changes to the City of Wildomar.

3.2 Articles of Organization

202460417960

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 202460417960

Date Filed: 1/9/2024

B2399-1090 01/09/2024 12:29 PM Received by California Secretary of State

Limited Liability Company Name	
Limited Liability Company Name	Catt Road, LLC
Initial Street Address of Principal Office of LLC	
Principal Address	23825 CATT ROAD WILDOMAR, CA 92595
Initial Mailing Address of LLC	
Mailing Address	553 WEST 9TH STREET ESCONDIDO, CA 92025
Attention	
Agent for Service of Process	
Agent Name	Saad S. Pattah
Agent Address	553 WEST 9TH AVENUE ESCONDIDO, CA 92025
Purpose Statement	
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.	
Management Structure	
The LLC will be managed by	One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Saad S. Pattah	*01/09/2024*
Organizer Signature	Date

Page 1 of 1

3.3 Operating Agreement

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OPERATING AGREEMENT
OF
Catt Road, LLC
(Member-Managed Corporation)

THIS OPERATING AGREEMENT ("Agreement"), is made and entered into as of this 5th day of March, 2024 by Catt Road, LLC a California Limited Liability Company (the "Company"), and its Members.

The Members hereby adopt this agreement as the "Operating Agreement" of the Company to set forth the rules, regulations, and provisions regarding the management and the business of the Company, the governance of the Company, the conduct of its business, and the rights and privileges of its Members.

NOW THEREFORE, the Members and the Company, intending to be legally bound, hereby agree as follows:

Agreement
Article I
Organizational Matters

1.1. **Name.** The Company shall conduct business under the name "Catt Road, LLC" If the majority of Members approve, the Company may also conduct business under a fictitious name filed with the county clerk of the county where the Company has its principal office.

1.2 **Term**. The company's beginning date is the date that the Articles of Incorporation were filed. The term of the Company shall be perpetual unless dissolved as provided in this Agreement. The Members may unanimously to continue the Company as provided in Article 9.

1.3 **Office and Agent.** The Company shall continuously maintain an office and a registered agent within the State of California. The principal office of the company shall be at:

Catt Road, LLC
23825 Catt Road
Wildomar, CA 92595

Upon unanimous consent of the voting Members may choose additional or alternative offices as they deemed fit. As required, the Company shall file a Statement of Information with the California Secretary of State stating its registered agent for service of process.

1.4 **Business of the company.** The Company shall engage in the following business, and any activities necessary or appropriate to carry out that business, unless all the Members unanimously approve in writing a change or addition to the Company's business: Business affairs, marketing, business development, and sales consulting.

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Article 2
Capital Contributions

2.1 **Additional Contributions.** No Member shall be required or permitted to make any additional contributions to the Company without the unanimous consent of the other Member. If, at any time or times hereafter, the Members shall determine that additional capital is needed by the company, the Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members or a third party. If a Member contributes significant additional contributions, all Members must unanimously consent in writing to increase the contributing Member's ownership interest to reflect the additional contribution.

Article 3
Members

3.1 **Admission of Additional Members.** Upon unanimous approval of the existing Members, additional members may be admitted into the Company on terms determined by the Members.

3.2 **Withdrawals or Resignations.** No Member may withdraw without the unanimous approval of the Members. However, if a Member's interest is based on providing services to the Company, that Member shall be allowed to withdraw or resign as a Member at any time upon 30 days prior written notice to the Company. In the event of such withdrawal, such Member's Membership Interest will be available for sale as described in Section 7.2. If it is not purchased, the withdrawing Member shall have only an economic interest in the Company after withdrawal. The Withdrawing Member shall the right to share in the Company's income, gain, losses, deductions, credit or similar items, and to receive distributions from the Company, but not the right to access Company business information or to participate in the Company management, except as required by law. The Withdrawing Member shall not be entitled to a return of the Member's capital, and may not withdraw contracts or personal guarantees that (s)he may have given.

3.3 **Payments to Members.** There will be no minimum or guaranteed payments to Members. The Company shall reimburse the Members for the actual costs including organization expenses incurred to from the Company.

Article 4
Management and Control of the Company

4.1 **Management and Powers.** The intent of each Member is to actively engage in the Company management. Accordingly, each Member shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other

acts or activities customary or incident to the management of the Company's business property and affairs.

4.2 **Duties of Members**. Each Member must have a duty:

A. If a Member fails to do the Member's duties for a period of (30) consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.

B. If a Member fails to do its Member duties for a period of one hundred twenty (60) days out of two hundred thirty (120) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.

C. If a Member disputes the completion of another Members duties and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party.

D. Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.

E. If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 7.

F. A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.

G. In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

4.3 **Limitations on Power of Members.** Notwithstanding any other provisions of this Agreement, no debt or liability may be contracted on behalf of the Company without the approval of the majority of Membership Interests. The signature of Catt Road, LLC Members is required to sign contracts and obligations on behalf of the Company. Additionally, the unanimous approval of the Members must be obtained prior to:

A. The merger of the Company with another business entity.
B. The establishment of different Member classes.
C. A change in the authorized businesses of the Company (Section 1.4),
D. Any act which would make it impossible to carry on the ordinary business of the Company
E. The confession of judgment against the Company
F. Any other transaction described in this Agreement which requires the approval, consent or vote of all of the Members.
G. The sale, exchange or other disposition of substantially all of the Company's assets occurring as part of single or multiple transactions or plan.

4.4 **Member Approval.** The "vote" or "approval" of the Members shall mean approval by unanimous Membership Interest. Members shall vote or approve by their percentage interest as shown on Exhibit A of this Agreement. No annual or regular meetings of the Members are required. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act.

4.5 **Deadlock of Members.** The Members shall make best efforts to resolve differences within the Membership. In the event the Members are not able to agree on an appropriate resolution then the Members shall submit to a mandatory mediation. All costs associated with such mediation shall be split in accordance with each Member's percentage interest.

4.4. **Devotion of Time**. The Members are not required to devote all of their time or business efforts to the Company. Each Member shall devote whatever time or effort he deems appropriate to carry out the Company's business.

4.6 **Noncompetition.** Each Member agrees that he will not be employed, concerned or financially interested, either directly or indirectly in any other business entity that is engaged in the same or similar business as that conducted by the Company. However, Members may invest in any passive investment engaged in the same or similar business with unanimous consent of all Members, as long as that investment does not exceed 5% of the ownership of that entity.

4.7 **Protection of Trade Secrets**. Each Member acknowledges that the customer lists, trade secrets, processes, methods and technical information of the Company and any other matters designated by the majority of the Members are the Company's assets. Each Member agrees not to disclose any of these assets to anyone outside the Company, except with written consent by the Company, even if the Member withdraws from the Company.

4.8 **Transactions between the Company and the Members.** Any Member may enter into a contract or transaction with the Company with the approval of all Members. If there is a potential conflict of interest, this approval must be in writing.

4.9 **Voting.** Except as otherwise provided or permitted by this Agreement, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act

collectively, and, unless otherwise specified or permitted by this Agreement, unanimously. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

4.10 **Voting Rights.** The Company may issue and differentiate classes of membership in the Company. These membership classes shall, pursuant to this Agreement and as further defined in Section 6.9 of this Agreement, consist of Class A voting membership units held by Members with the ability to vote on Company matters ("Class A" or "Voting"), and Class B non-voting membership units that are held by Members who cannot vote on Company matters and who shall not be responsible for the Capital Calls defined in Section 3.3(a) ("Class B" or "Non-Voting"). Any further establishment and issuance of different membership classes may be accomplished pursuant to an amendment of this Agreement. Any such amendment shall include provision(s) for any rights to priority distributions and change in the Percentage Interests, as defined below, of the initial members of the Company. No dilution of the Members' Percentage Interests may be instituted without the affirmative vote of a Super Majority of the Voting Members (as defined in Section 6.9) with the exception of the Manager(s) complying with the requirements of Section 3.2.2. (a), when and if triggered. The Company is authorized to issue up to 50,000,000 Class B membership units. Each 1,000,000 Class B membership units are equal to one percent (1%) membership interest in the Company.

Article 5
Allocations of Net Profits and Net Losses and Distribution

5.1 **Allocations of Net Loss and Quarterly Distributions**

A. Net Loss. Net loss for income tax purposes shall be allocated to Members in proportion to their Membership Interest. Loss allocations to a Member shall be made only to the extent that such loss allocations will not create a Capital Gain for that Member in the event of foreclosure of the Company's assets.

B. Any loss not allocated to a Member because of the 5.1.A. shall be allocated to the other Members to the extent where it does not create a Capital Gain to another Member.

C. Quarterly Distribution of Available Cash. At the end of each calendar quarter, the available cash of the Company, if any, must be distributed to the Members, pro rata according to their percentage interest. Available cash means cash beyond what is required as reasonable working capital, as determined by the Members. The Members shall have the power to postpone the quarterly distribution upon unanimous vote in writing.

D. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

5.2 **Special allocations.**

A. **Minimum Gain Chargeback for Nonrecourse and Recourse Liabilities.** The Company shall allocate income, loss and gain to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(f) and 1.704-2(i)(5)). Nonrecourse Liability shall be allocated in accordance with Treasury Regulations Section 1.704-2(g)(2). Recourse Liability shall be allocated to Members in accordance with Treasury Regulations Section 1.704-2(i)(4).

B. **Nonrecourse Deductions.** Notwithstanding Section 5.2, any nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be specially allocated to the Members in proportion to their Membership Interests.

C. **Member Nonrecourse Deductions.** Those items of Company loss, deduction or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt according to Treasury Regulations Section 1.704-2(i).

D. **Qualified Income Offset.** Notwithstanding Section 5.2, if a Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)ii)(d)(4),(5) or (6), or any other event creates a deficit balance in such Member's Capital Account in excess of such Member's share of Company Minimum Gain, items of Company income and gain shall be specially allocated to such Member so that such excess deficit balance is eliminated as quickly as possible.

5.4 **Code Section 704(c) Allocations.** Notwithstanding any other provision in this Article VI, in accordance with Treasury Regulations Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date of contribution. This shall be solely for tax purposes and shall not affect a Member's Capital Account, share of profits, losses or other items of distributions.

Article 6
Transfer and Assignment of Interests

6.1 **Transfer and Assignment of Interests.** With the exception of transfers between family members, stated in 6.3, Members who wish to transfer, assign, convey or sell their Membership Interest shall comply with the following:

A. First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

B. If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

C. Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale

6.2 **Substitution of Members.** If unanimous written approval is received, the transferee shall:

(i) Execute an instrument satisfactory to the Members which accepts and adopts the terms and provisions of this Agreement.

(ii) Pay any reasonable expenses in connection with his or her admission as a new Member.

The admission of a new Member shall not release the Member who assigned the Membership Interest from any liability that Member may have to the Company.

6.3 **Family Transfers**. The Membership Interest of any Member may be transferred by inter vivos gift or by testamentary transfer to any spouse, parent, sibling, child or grandchild of the Member, or to a trust for the benefit of the Member or such spouse, parent, sibling, child or grandchild of the Member. If the transfer is to a revocable living trust, the transferring Member may also reacquire the Membership in whole or in part upon complying with Section 6.2.

6.4 **Transfers in violation of this Agreement and Transfers of Partial Membership Interest.** Transfers violating this Article 6 shall only have an economic interest in the Company, with no right to participate in the Company management or exercise any rights of a Member.

Notwithstanding the proceeding sentence, if, in the determination of the Remaining Members, a transfer violating Article 6 would cause the termination of the Company under the Code, in the sole discretion of the Managers, the transfer shall be null and void.

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Article 7
Consequences of Death, Dissolution, Retirement or Bankruptcy of Member

7.1 **Dissolution Event.** Upon the occurrence of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall dissolve unless the Remaining Members who hold a majority of Remaining Membership Interest agree within ninety (90) days to continue the business of the Company. The Company and/or the Remaining Members may purchase the Former Member's Membership Interest as provided in this Article.

7.2 **Purchase Price.** The purchase price for the Former Member's interest shall be the fair market value of the Former Member's Interest as determined by agreement of the former Member and the Purchasing Members. If the Former Member and the Purchasing Members cannot agree on the purchase price within 30 days after the Dissolution Event, the purchase price shall be determined by an independent appraiser. The Purchasing Members as a group, and the Former Member, shall each pay one-half of the cost of the appraisal. If the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damages suffered by the Company or the Purchasing Members as a result of such breach.

7.3 **Notice of Intent to Purchase.** Within fifteen (15) days after a Dissolution Event, each Remaining Member shall notify the Members in writing of whether (s)he chooses to purchase a portion of the Former Member's Interest. Each Purchasing Member shall be entitled to purchase a portion of the Former Member's Interest in the same proportion as their Membership Interest compared with the percentage interest of all Purchasing Members. If the Remaining Members fail to purchase the entire interest of the Former Member, the company shall purchase any remaining share of the Former Member's Interest.

7.4 **Payment of Purchase Price**. The closing shall occur no later than 30 days following the determination of the purchase price. The Purchasing Members may pay all of the purchase in cash, or one fifth (1/5) at closing, with the remainder due in a negotiable promissory note, payable in four equal annual principal installments plus prevailing interest

7.5 **Closing of Purchase of Former Member's Interest.** At the closing for the sale of a Former Member's Interest, the Former Member shall provide a document conveying their interest and representing that the interest is free of encumbrances.

Article 8
Accounting, Records, Reporting by Members.

8.1 **Books and Records.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

A. A current Members list showing their full name and last known business or residence, their capital contributions, Capital Account balance and Membership Interest;
B. A copy of the Articles of Incorporation and any and all amendments
C. Copies of the Company's federal, state, and local income tax or information returns for the six (6) most recent taxable years;
D. A copy of this Operating Agreement and any and all amendments;
E. The Company's books and records as they relate to the internal affairs or the company for at least the current and past four (4) fiscal years.

8.2 **Inspection of Books and Records.** Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

8.2 **Reports.** By March 30th of each year, the Company shall prepare information necessary for the Members to prepare their annual federal and state income tax returns.

8.3 **Bank Accounts.** The Members shall maintain Company funds in one or more separate bank accounts in the name of the Company and shall not commingle the funds with any other person or entity. Any Member, acting alone, may endorse and deposit into the Company's accounts any checks made payable to the Company. The Members shall authorize one or more of the Members to sign checks and drafts in the Company's name.

8.4 **Tax Matters for the Company**. Upon unanimous vote of the Members, the Members shall designate an "Tax Matters Partner" (as defined in Code section 6231) to represent the Company (at the Company's expense) in connection with all tax authorities. The Tax Matters Partner may spend Company funds for associated professional services and costs.

Article 9
Dissolution and Winding Up

9.1 **Conditions of Dissolution:** The company shall dissolve:
A. Automatically twenty-five (25) years after filing of the Articles of Incorporation, unless the Members unanimously vote to continue the company and file a Certificate of Continuation with the California Secretary of State;
B. If there is a judicial dissolution pursuant to Section 17351 of the Corporations Code;
C. If the Members unanimously vote to dissolve the Company;
D. If there is a Dissolution Event and the Remaining Members fail to agree to continue the business of the Company within ninety (90) days after the occurrence of such event or the Company or the Remaining Members fail to purchase the former Member's Interest as provided in Article 7; or
E. Upon the sale of substantially all of the assets of the Company.

9.2 **Winding Up.** Upon the dissolution, the Company's assets shall be disposed of and its affairs wound up. After determining that all the known debts and liabilities of the Company have been paid, the remaining assets shall be distributed to the Members according to their Capital Account balances, after taking into account income and loss allocations for the Company's final taxable year.

9.3 **Limitations on Payments Made In Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of the Company for the return of his or her positive Capital Account balance and shall have no recourse against any other Member except as provided in Article 10.

Article 10
Indemnification

10.1 **Indemnification.** The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason that (s)he was a Member, officer, employee or other agent of the Company to the fullest extent permitted by applicable law. The standard of the fiduciary duty each member is to act in the highest good faith to the members and the Company. A member may not seek to obtain an advantage in the Company affairs by misconduct, misrepresentation, concealment, threat or adverse pressure.

10.2 **Insurance.** The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

Article 11
Investment Representations

Each Member hereby represents and warrants to, and agrees with, the Members, the other Members and the company as follows:

11.1 **Preexisting Relationship or Experience.** (S)he has a preexisting personal or business relationship with the Company or one or more of its Members, or by reason of his or her business or financial experience (s)he is capable of evaluating the risks and merits of an investment in the Company and of protecting his or her own interests in connection with this investment.

11.2 **No Advertising.** (S)he has not seen, received, been presented with or been solicited by a leaflet, public promotional meeting, article or any other form of advertising with respect to the sale of the Membership Interest.

11.3 **Investment Intent.** (S)he is acquiring the Membership Interest for investment purposes for his or her own account only and not with a view to or for. No other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

Article 12
Miscellaneous

12.1 **Complete Agreement.** This Agreement and the Articles of Incorporation constitute the complete and exclusive statement of agreement among the Members and replace and supersede all prior written and oral agreements among the Members. To the extent that any provision of the Articles of Incorporation conflict with any provision of this agreement, the Articles of Incorporation shall control.

12.2 **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respect successors and assigns.

12.3 **Jurisdiction.** Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement.

12.4 **Severability.** If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected.

12.5 **Notices.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.7 **Amendments.** All amendments to this Agreement will be in writing and signed by all the Members.

12.6 **Multiple Counterparts**. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one or the same instrument.

12.7 **Mediation.** Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non- binding on the parties thereto.

12.8 **Attorney Fees.** In the event that any dispute between the Company, the Members or among the Members should result in litigation or arbitration, the prevailing party in such a dispute shall be entitled to recover from the other party all reasonable fees, cost and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

12.9 **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

All of the Members of Catt Road, LLC, a California Limited Liability Corporation, have executed this agreement, effective as of the date written above.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement. Signed this 5th day of March 2024.

Saad S. Pattah: Saad S. Pattah

Title: Owner / President

Date: March 5, 2024

Exhibit A

Membership Interest

Name	Membership Type	Membership Interest
Saad S. Pattah	Class A	100%

3.4 Catt Road, LLC Certificate of Good Standing

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	Catt Road, LLC
Entity No.:	202460417960
Registration Date:	01/09/2024
Entity Type:	Limited Liability Company - CA
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 16, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 200900011

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

4. Property Owner Authorization

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

CCG Catt, LLC
Property Owners Printed Name

Property Owners Signature

5/28/24
Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

Applicant Signature

Date

5. Statement of Qualifications

5.1 Organizational Structure and Qualifying Experience

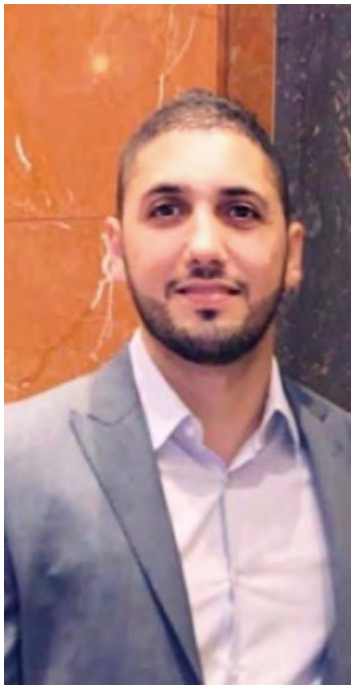
Catt Road, LLC is owned 100% by Saad S. Pattah. Being a 100% owner gives Mr. Pattah the power to sell equity to raise additional funds if necessary. Additionally, Mr. Pattah is the owner of Cake Enterprises, Inc., a company that owns seven (7) cannabis retail licenses throughout California. Mr. Pattah will be utilizing his compliance and operations team from Cake Enterprises to assist with the opening, hiring, and operations for the Catt Road, LLC location.

5.1.2 Saad S. Pattah – Owner Experience

Saad Pattah is a Owner and founder of Catt Road, LLC. He is a serial entrepreneur who has demonstrated success in the grocery, restaurant, and import and export industries.

Mr. Pattah began his professional career in his family's business, Biva Market in Oceanside. He started as a cashier and slowly grew his experience and in 2008 became the General Manager overseeing operations and management of the facility. Under his leadership and with his dedicated work ethic, he grew the business more than 300% by drastically improving efficiencies and reducing costs. His keen eye for detail and commitment to customer service was imperative to the Biva's success.

In 2011, Mr. Pattah purchased Smith NS Foods Inc which was a small company with a single location. Under Mr. Pattah's leadership, he developed a robust internally integrated distribution model which allowed the company to expand to multiple locations across Southern California exponentially increasing the market penetration and brand revenue.



Given his proven entrepreneurial success, in 2012, Mr. Pattah saw a major opportunity to enter the restaurant industry with the growing sushi market. He founded Sushi Ventures Inc DBA Tabu Sushi. Mr. Pattah opened the first keystone restaurant, Tabu Sushi and proved that his evaluation of the demographic and opportunity was accurate.

Given the success of the first restaurant, Mr. Pattah has continued to expand Sushi Ventures Inc across multiple locations in California. His industry intuition has been imperative to the success of the vertically integrated restaurant chain. Tabu Sushi continues to grow every year and expand into new markets across California.

In 2016, Mr. Pattah founded Sky & Lana Group Inc, which is a successful import and export business that is still currently operating. In this venture, Mr. Pattah uses his knowledge of international business and strategic business development to diversify the company portfolio to increase revenue. Mr. Pattah's ability to

negotiate international business transactions and manage the logistical challenges, is why Sky & Lana Group has continued to outpace growth faster than the industry standards.

Additionally, Mr. Pattah has since opened seven (7) commercial cannabis retail locations throughout California. These cannabis retail locations known as “The Cake House” have been very successful financially while also supporting the needs of the local community and providing substantial tax revenue for the cities and counties they are located in.

Furthermore, Mr. Pattah opened Currently Veterans Wildomar South, LLC DBA The Cake House here in the City of Wildomar and has received nothing but positive feedback from the city and community. Customers appreciate this Wildomar location as a safe and secure place to purchase cannabis while appealing to all demographics.

5.2 Cannabis Licenses Currently Held

As shown above, Mr. Pattah possesses a wealth of cannabis business experience. As the principal owner, he brings the knowledge of commercial cannabis business operations and legal compliance so the city can rest assured that his team will create a sustainable and trustworthy cannabis operation within the city of Wildomar.

To further demonstrate the knowledge and experience Mr. Pattah's team possesses, the Catt Road, LLC has provided state licenses in which they are currently affiliated with as an owner for the City to review. Catt Road, LLC has local license approvals that are in various stages of development but those are not far enough along to earn a state license.

1. **Riverside County Dispensary and Delivery DBA The Cake House**

   License #: C10-0000769-LIC

2. **Currnt Veterans of Wildomar South, LLC DBA The Cake House**

   License #: C10-0000859-LIC

3. **Golden Hights, Inc DBA The Cake House**

   License #: C10-0001082-LIC

4. **Stony Point Wellness, LLC DBA The Cake House**

   License #: C10-0001322-LIC

5. **Community of Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001422-LIC

6. **Humanity Encinitas 4, Inc. – DBA The Cake House**

   License #: C10-0001424-LIC

7. **Community Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001437-LIC

6. Business & Operations Plan

6.1 Products and Services to Be Provided

Based on the experience of the company's President and CEO, Saad S. Pattah, Catt Road, LLC will sell popular cannabis products that evolve with changes in the market. This includes variations of the following Adult Use Cannabis products:

1. **Prepacked Flower -** Raw Cannabis Flower will be sold in a mix of different strains depending on client demand. The company will offer a wide variety of strains to ensure Adult-use Customers have access to a complete strain assortment.
2. **Pre-Rolls -** Ready-made raw cannabis flower conveniently pre-rolled for easy inhalation.
3. **Vaporizing Cartridges -** Cannabis vaporization is growing in popularity among people interested in consuming cannabis in an easy, discreet manner that's healthier than traditional smoking methods. The company will take into consideration the current industry concerns regarding black market cartridges to ensure that any cartridges sold by the company have been appropriately tested and only contain ingredients authorized by the FDA for inhalation.
4. **Edibles -** A cannabis edible is a THC-infused product that can be consumed by the client. The company plans to offer several different edible product lines to cater to the various, nutritional, financial and taste needs of clients. Careful dosing is important. Catt Road will provide customers direction on micro-dosing to ensure products are carefully administered.
5. **Tincture -** A cannabis tincture is a cannabis-based extract that is infused with alcohol.
6. **Ingestion Paraphernalia -** In accordance with 188 WMC § 5.76.120(D), Catt Road, LLC will sell or otherwise provide equipment, supplies, and paraphernalia used to consume cannabis and cannabis products.
7. **Cannabis Concentrates -** Cannabis that has undergone a process to concentrate one or more active cannabinoids and includes resin from granular trichomes. This may include topicals, concentrates or tinctures.

In compliance with 188 WMC § 5.76.120(F), Catt Road, LLC will not sell any expired products, cannabis, or cannabis products. Catt Road, LLC will not, under any circumstance alter, edit, or adjust in any manner an expiration date on any item or product once affixed by its manufacturer.

6.2 Adherence to Wildomar Municipal Code

In accordance with 188 WMC § 5.76.110(H), Catt Road, LLC will not sell, provide, store, or distribute any alcoholic beverages or tobacco products, or allow such products to be consumed on the licensed premises.

In accordance with 188 WMC § 5.76.110(L), Catt Road, LLC will not permit a physician to evaluate potential medicinal cannabis patients or to provide a physician's recommendation for medicinal cannabis within its licensed premises. Catt Road will not offer or provide any form of remuneration to a physician who provides physician's recommendations for medicinal cannabis.

In accordance with 188 WMC § 5.76.110(T), Catt Road, LLC will only execute cannabis businesses transactions with businesses that are licensed or permitted to do business in their respective

jurisdictions. To ensure this, Catt Road, LLC will collect and validate licensing through the State's License Search tool.

Additionally, as permissible by 188 WMC § 5.76.120(H)(8), Catt Road, LLC will sell and offer for sale seeds and immature cannabis plants but will not sell or offer for sale live mature cannabis plants. Catt Road, LLC will provide light and water to immature cannabis plants being offered for sale but will not engage in any other cultivation activity. For the purposes of this provision, an immature cannabis plant is defined as a non-flowering cannabis plant that is shorter and narrower than 18 inches.

Pursuant to 188 WMC § 5.76.120(G), Catt Road, LLC will comply with the provisions of all relevant state and local laws regarding the storage, handling, and sale of food when engaging in any activities involving edible products.

6.3 Size of Proposed Facility

Catt Road, LLC is proposing to construct a new building, totaling approximately 6,076 square feet square feet, at 23825 Catt Road in Wildomar, to be divided into two units. One unit, totaling 3,936 square feet, will be used for the proposed cannabis retail business. Other unit totaling 2,140 square feet, Will be used for either office lease space or retail space (coffee shop, Mexican food, etc.) which is to be determined, depending on tenant selection.

Catt Road, LLC will construct a new retail facility on the property to meet the operational business, legal, and safety requirements. For the purposes of continuity, the Site Plans, Floor Plans, Colored Interior Elevations, Security Overlay, and Fire Protection Plan with Ingress and Egress movements can be found in the CUP Architectural Package. This is being provided as a separate attachment.

In compliance with 188 WMC § 5.76.110(A & C), Catt Road, LLC aims to create and operate a facility that not only is in full compliance with state and local laws and regulations that govern cannabis businesses, but one that also fully complies with all applicable rules, regulations, and laws including, but not limited to, building and safety codes, and the Americans with Disabilities act.

Further, Catt Road, LLC understands that subletting is strictly prohibited and asserts that in accordance with 188 WMC § 5.76.110(R), no portion of the premises will be sublet for any purpose.

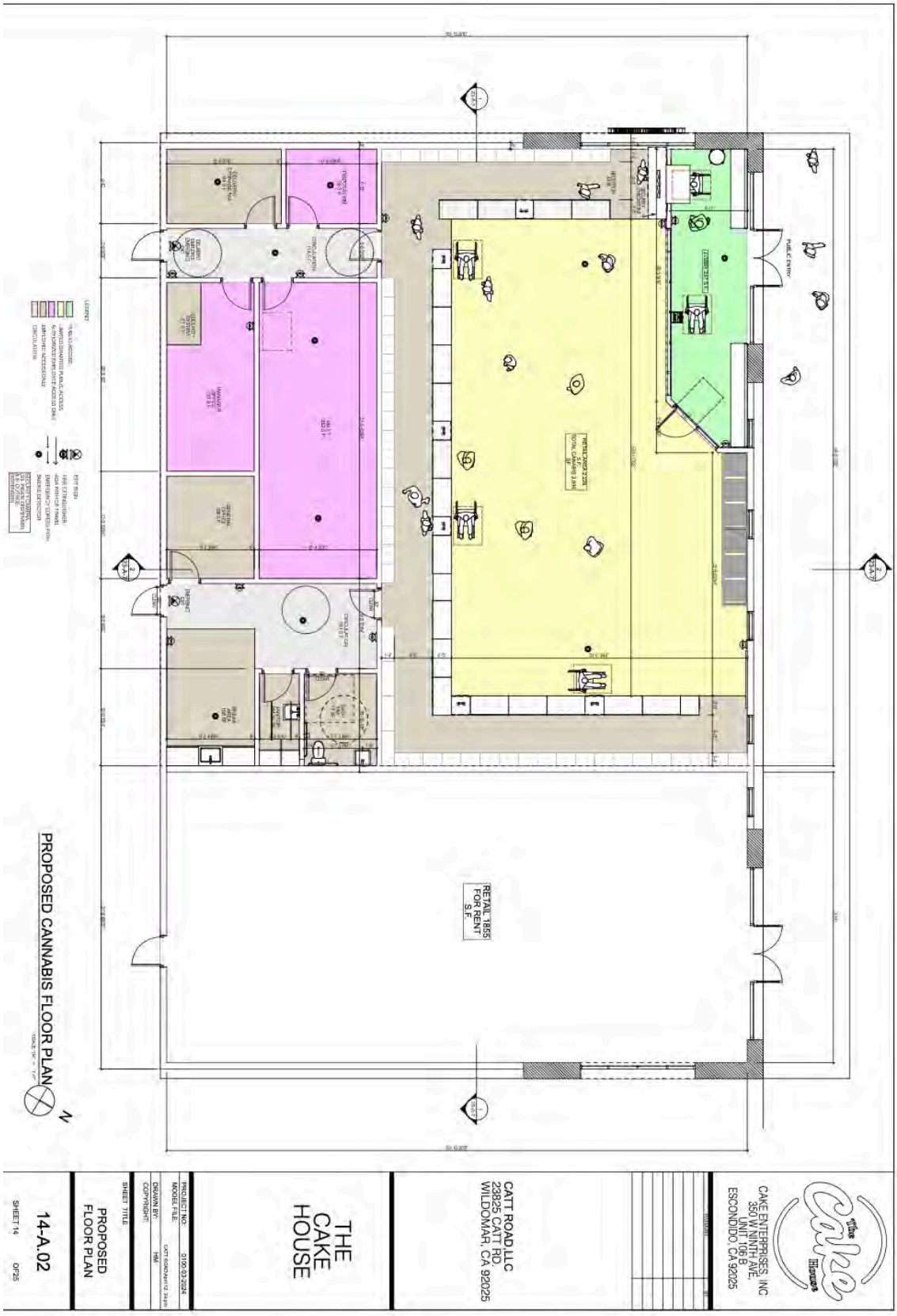
Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

6.4 Hours of Operation

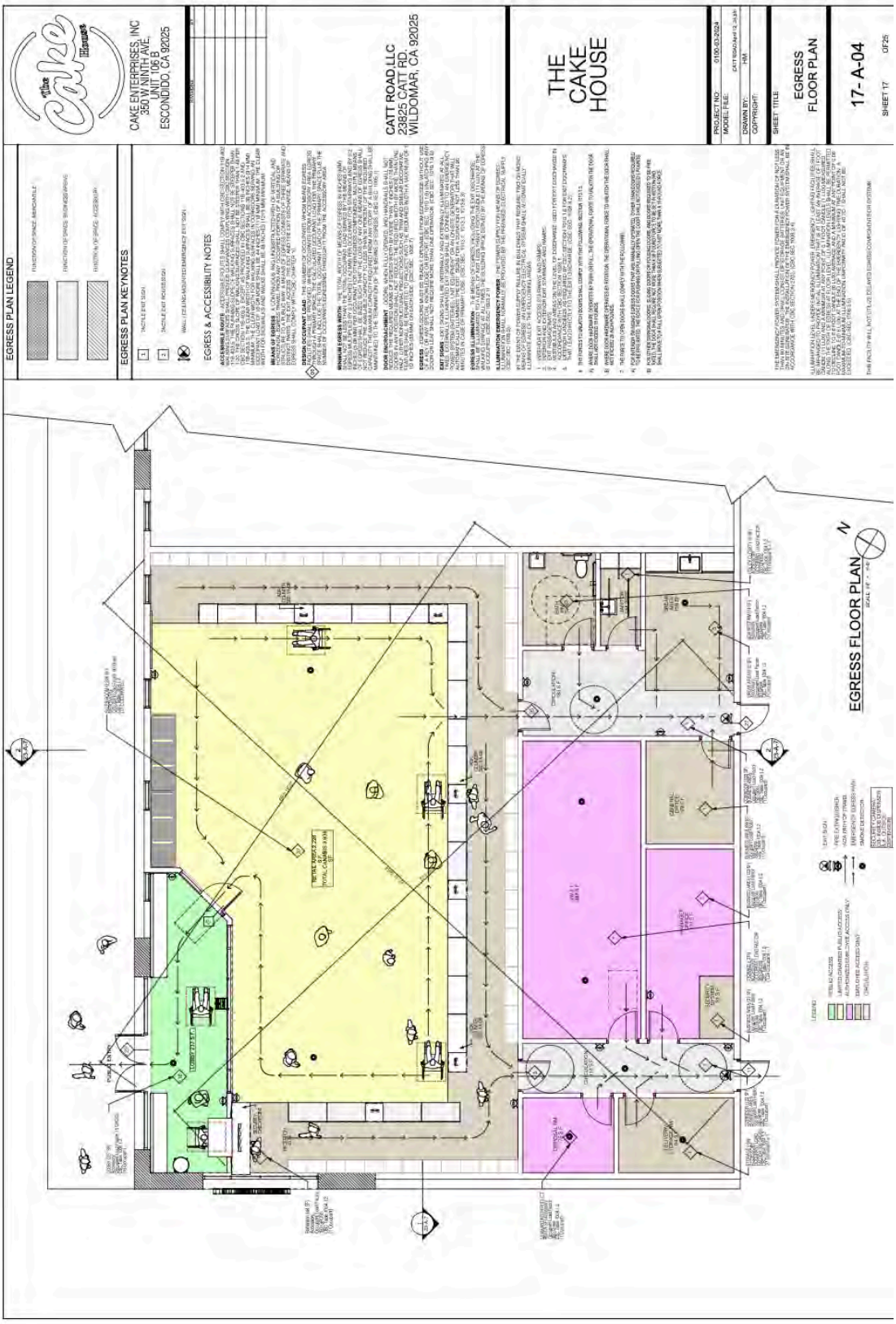
In compliance with 188 WMC § 5.76.120(A), Catt Road, LLC will only be open to the public and engage in sales between the hours of 8:00 am and 10:00 pm.

6.5 Number of Employees

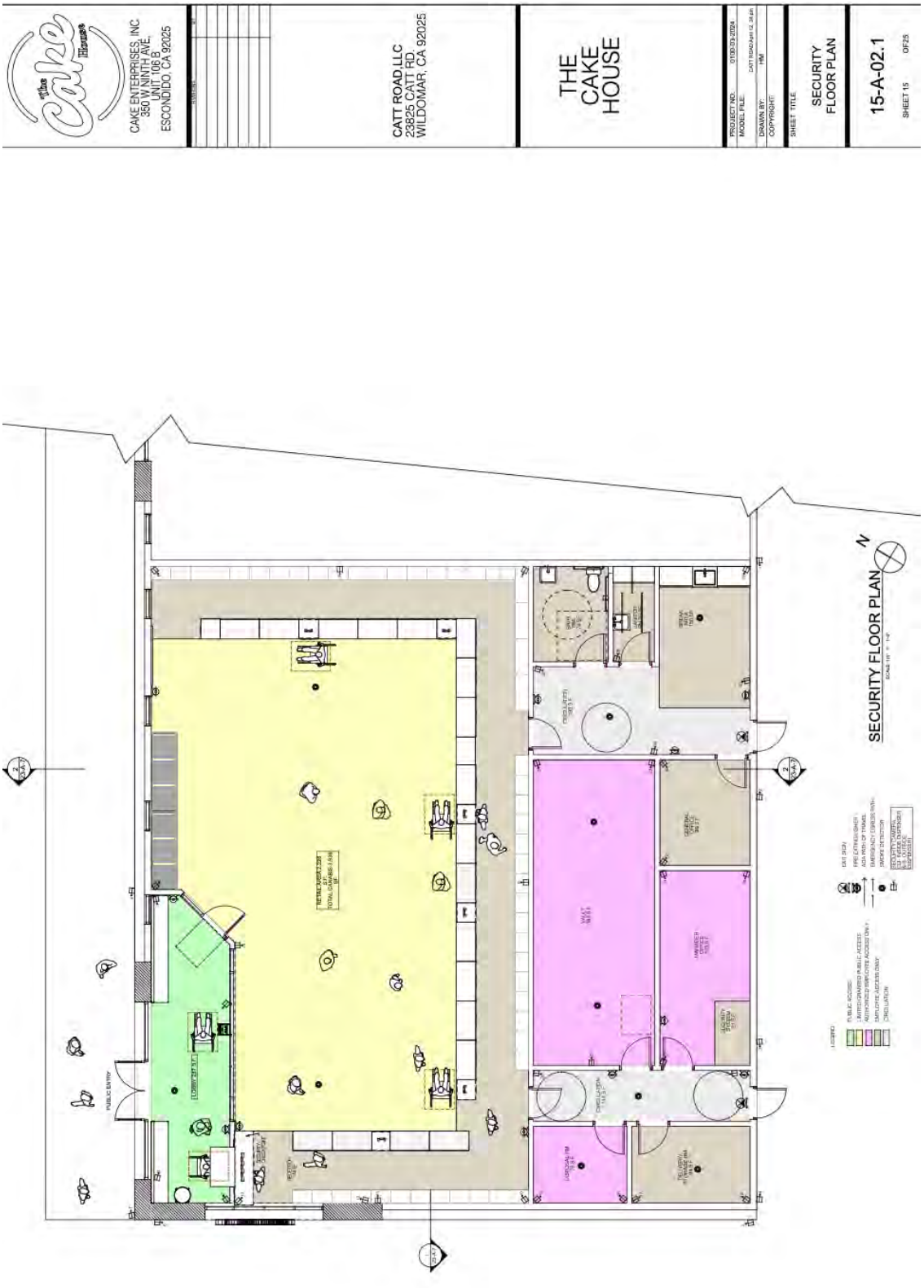
6.4 Floor Plan



6.4.1 Egress Plan



6.4.2 Security Plan



6.5 Delivery Plan

Catt Road, LLC plans to offer delivery services of cannabis products to individuals from the Catt Road facility. All sales will be conducted within the retail space of the proposed facility. Catt Road, LLC will not deliver cannabis or cannabis products to any location outside of California or to any location within California where the delivery of cannabis or cannabis products has been prohibited by the city or county.

Delivery Service Procedures

Catt Road, LLC will limit the hours of operation for delivery activities to the hours of 9:00 a.m. through 9:00 p.m. seven days a week or a reduced duration as stipulated through the discretionary permit.

OnFleet – Delivery Dispatch

Catt Road, LLC will utilize the high-end Onfleet software for driver and delivery dispatch. This will track deliveries to customers real time for full transparency and security.

The Onfleet platform is considered the best in the industry for final mile delivery services. The company was founded by a team of engineers from Stanford University and funded by some of Silicon Valley's top investors. Onfleet provides dispatchers with visibility to all deliveries in transit by tracking the GPS thru the phone of each driver. Using Onfleet and COVA, our transportation capabilities will boast the following features:

1. Ability to create shipping manifests which will contain the following:
    a. A unique Purchase Order number to track system receipts;
    b. Name, license number, and premises address for:
        i. The licensee who possesses the cannabis goods;
        ii. The licensee transporting the cannabis goods;
        iii. The licensee receiving the cannabis goods;
    c. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
    d. Date and time of activity;
    e. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
    f. Estimated date and time of arrival at each receiving premises;
    g. Driver license number for any person driving the transport vehicles;
    h. Make, model, and license plate number of transport vehicles; and
    i. Name and type of cannabis goods to be transported.
2. Ability to produce and store package and product tracking numbers.
    a. All cannabis products sold or transferred between cannabis facilities must have the tracking identification number that is assigned by the statewide monitoring system affixed, tagged, or labeled and recorded, and any other information required by the BCC, the act, and these rules.
3. Ability to digitally track and store information such as:
    a. Digital signature for delivery;
    b. Images of products picked-up and delivered; and
    c. Quantity and product type.

4. Ability to pull reports.
    a. Real-time inventory reports.
    b. Real-time location monitoring via GPS.
5. Digital route management.
    a. Creation of driver routes and sequence product delivery.
    b. Real-time driver notifications of any changes in a transportation route.
    c. Store route history.
    d. Store route notes.
    e. Log suspicious route activity.

Shipping Manifest

Catt Road, LLC will receive retail customer orders for delivery. These orders will be converted into outgoing shipments and assigned to drivers employed by the company. Pursuant to 16 CCR § 5049, all shipments of outgoing products will include a detailed shipping manifest. All transportation record keeping will be digitalized and be an output of the inventory tracking system with accurate inventory records. These will be notated as an outbound shipping manifest. Each shipping manifest will contain the following information:

1. Name, CUP number, and originating cannabis business address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods.
2. Name and address of the individual requesting delivery;
3. Date and time of activity;
4. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
5. Estimated date and time of arrival at each receiving premises;
6. Driver license number for any person driving the transport vehicle;
7. Make, model, and license plate number of transport vehicle;
8. Name and type of cannabis goods to be transported; and

The shipping manifest will be completed and transmitted into the track and trace system viewable by the BCC.

A physical copy of the shipping manifest will be carried in the transport vehicle at all times while transporting cannabis goods. The shipping manifest will be provided to law enforcement and Department of Consumer Affairs agents upon request.

Receipt of Inbound Shipments

Pursuant to 16 CCR § 5049(b)(6)(A), Catt Road, LLC will require that all **incoming retail products** have a detailed shipping manifest ready on arrival. All inbound shipments will have a detailed shipping manifest that can be used for receipt into the company's inventory tracking system, COVA.

It is expected that the licensed Transport Agent will carry a detail transportation manifest containing:

1. A unique Purchase Order number to track system receipts;
2. Name, license number, and premises address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods;

3. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
4. Date and time of activity;
5. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
6. Estimated date and time of arrival at each receiving premises;
7. Driver license number for any person driving the transport vehicle;
8. Make, model, and license plate number of transport vehicle; and
9. Name and type of cannabis goods to be transported.

Upon receipt of cannabis goods for transport, storage, or inventory, the company employee shall ensure that the cannabis goods received are as described in the shipping manifest and shall record acceptance and acknowledgment of the cannabis goods in the track and trace system.

If there are any discrepancies between the type or quantity specified in the shipping manifest, whether by type or quantity received by the licensee, the licensee shall record, and document the discrepancy in the track and trace system and in any relevant business record.

The shipping manifest will be completed by the distributor and transmitted in the track and trace system to the Bureau and receiving licensee.

Delivery Rules

Catt Road, LLC will adhere to the following rules regarding the vehicle used for delivery as aligned with both local and state laws regarding cannabis operations:

- Delivery employees who are carrying cannabis goods for delivery, will only travel in an enclosed motor vehicle where goods are locked in the trunk of the vehicle.
- While carrying cannabis goods for delivery, delivery employees shall ensure the cannabis goods are not visible to the public.
- Delivery employees will not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system.
- Pursuant to 16 CCR § 5417(d), a vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated GPS device. A dedicated GPS device must be owned by the licensee and used for delivery only.
- The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery.
- Using Onfleet technology, Catt Road, LLC will be able to identify the geographic location of all delivery vehicles that are making deliveries for the retailer and shall provide that information to the BCC upon request.
- Prior to commencing delivery operations, and prior to the use of any new car in delivery operations, Catt Road, LLC will provide the County and State regulating agencies with the following information for all vehicles that will be used to deliver cannabis or cannabis products: proof of ownership or a valid lease; the year, make model, color, license plate number, and Vehicle Identification Number and proof of insurance. The permittee shall notify the County in writing of any changes to this information within 30 calendar days of a change.
- Any motor vehicle used by a retailer to deliver cannabis goods is subject to inspection by the BCC. Vehicles used to deliver cannabis goods may be stopped and inspected by the BCC at any licensed premises or during delivery.

- Pursuant to 16 CCR § 5418(a), while making deliveries, delivery employees will not carry cannabis goods valued in excess of $5,000 at any time. This value will be determined using the current retail price of all cannabis goods carried by the delivery employees.
- Employees shall not consume cannabis goods while delivering cannabis goods to customers.

Delivery to a Physical Address

Pursuant to 16 CCR § 5416, Catt Road, LLC will only deliver cannabis goods to a physical address in California. Delivery to parks, schools or any other public facilities will be prohibited.

1. Employees will not leave the State of California while possessing cannabis goods.
2. Catt Road, LLC will not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. This prohibition applies to land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with applicable tribal law.
3. Delivery personnel will follow the same protocol and policies of the retail facility in the verification of the recipient's age and necessary documentation for the receipt of cannabis or cannabis products.
    a. All delivery personnel will verify the age and all necessary documentation of each individual to ensure customers are not under the age of twenty-one (21) years. Acceptable forms of documentation will be:
        i. A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
        ii. A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
        iii. A valid passport issued by the United States or by a foreign government.
    b. Those unable to produce acceptable forms of identification verifying they are of age top purchase will not be provided with cannabis products.

Delivery Payment Handling

Whenever possible, Catt Road, LLC will accept credit card payments through the company's website for cannabis deliveries. Credit card processing in the current landscape is always evolving and not always readily available. When Catt Road, LLC is required to accept cash from customers, the cash will be stored in small quantities inside the vehicle.

Catt Road, LLC will outfit all delivery vehicles with a secured storage container affixed in the passenger side of the vehicle on the floorboard, out of the public view. The storage container will contain a cash box inside the container affixed to the floorboard.

Upon receiving cash payments from a customer, the driver will use a digital code to open the storage container. Cash will be put inside of the cash box then the storage container will be returned to the locked position.

Upon arriving back to the retail facility, the driver will notify on-site security will be notified. The guard will watch the vehicle for suspicious activity. At that point in time, the storage container will be opened by the driver. The driver will remove the cash box from the storage container and carry it inside. Once it is inside the facility, it will go to the manager's office for reconciliation. After the cash has been counted, it will be moved to the vault for storage.

Number of Vehicles
At the onset of operations, Catt Road, LLC is budgeting for the purchase of 1 Tesla Model 3 vehicle to support its operation. As operations scale, additional vehicles will be purchased. As part of the company's due diligence, Catt Road, LLC is including the purchase of these vehicles in the start-up expenses identified in the Financial section of this plan.

Vehicle Records
Catt Road, LLC will maintain a database of all operational vehicles being used for the delivery of cannabis products. Within this database, Catt Road, LLC will create a file for each vehicle. This file will contain the following:

1. Copy of the Vehicle Inspection Report – signed and dated by the inspector;
2. Copy of the Vehicle Registration;
3. Photo image of the license plate;
4. Photo image of the vehicle;
5. Vehicle Make, Model, Year;
6. Copy of the Certificate of Insurance; and
7. Vehicle Maintenance Log

Vehicle Inspection Policy
In order to ensure that all vehicles remain in working order, Catt Road, LLC has created a Vehicle Inspection Checklist. All vehicles will be inspected when they are placed in service then the vehicle will undergo monthly inspections. The vehicle will be inspected by the Operations Manager or designee. Inspection reports will be scanned and saved into the vehicle's corresponding cloud file. Catt Road, LLC will use a professional mechanic for an Annual Certified Safety Inspection for each vehicle.

Preventative Maintenance
Catt Road, LLC will maintain a log for each vehicle that records preventative maintenance for each vehicle. This will include tracking of vehicle mileage and the following items.

- Oil Change / Filter / Lube;
- Standard PM Inspection;
- Tire Rotation;
- Diagnostic & Tune-Up;
- Service Brakes;
- Replace Belts;
- Tire Replacement;
- Battery Replacement; and
- Annual Certified Safety Inspection.

7. Neighborhood Compatibility Plan

Catt Road, LLC seeks to be an asset and a beneficial resource for the surrounding community. Catt Road, LLC intends to accomplish this through operating a safe and compliant retail facility that can be trusted by the community to provide safe – high quality products in the least disruptive manner possible.

Catt Road, LLC intends to create a business that aligns with the values and goals of the City and the City Culture. Catt Road, LLC believes that through commitment to implementing industry best practices within its operation and the desire to develop a state-of-the-art facility that lends to the common goals of environmental and community safety, the city can rest assured that Catt Road, LLC will diligently work to be a great fit for Wildomar. Catt Road, LLC will diligently look for ways to improve operationally and give back to the community at every opportunity. Catt Road, LLC will incentivize community members who do not use cannabis products by donating a percentage of sales to local non-profits in order to support youth recreation, arts, culture, disabled veterans, substance abuse programs, and environmental sustainability programs. In turn, community members who do not use cannabis will see the addition of Catt Road, LLC as a positive impact for the City of Wildomar.

7.1 COMMUNITY RELATIONS LIAISON

In accordance with 188 WMC § 5.76.110(M) and OCC § 11-446(a), Catt Road, LLC has hired a professional mapping service to identify all businesses and residents within 600 ft. of the facility. As part of the company efforts to proactively address issues in the community, Catt Road, LLC will provide these businesses with the name, phone number, facsimile number, and email address of the on-site community relations representative. This will allow the nearby property owners to contact Catt Road, LLC directly regarding potential issues that arise as a result of our business or patrons. Additionally, this individual will be the primary contact that the city can contact regarding operating concerns associated with the Catt Road, LLC business operations. Catt Road, LLC will report any change in their community relations designee to the city within ten calendar days.

COMMUNITY RELATIONS DESIGNEE – Alex Dos Santos

Catt Road, LLC as designated Alex Dos Santos to serve as the company's Director of Public Relations.

Catt Road, LLC community liaison, Alex Dos Santos, will attend any and all meetings with the City Manager and/or other interested parties as deemed appropriate by the City Manager. Additionally, he will arrange and facilitate a neighborhood outreach meeting to collect feedback and concerns expressed by community members. Further public hearings will be held where Alex will provide details to the community on how any concerns will be addressed by the company.

Here, agenda topics will be to discuss costs, benefits, and other community issues arising as a result of implementation Commercial Cannabis businesses in the City. Catt Road, LLC will maintain the community liaison position and meet with the City Manager as often as deemed necessary. In addition to meeting with the City Manager the Community Relations Liaison will also do the following:

- Meet with the Police Chief regarding any security related measures or operation issues.

- Build, develop, and retain strong relationships with Catt Road, LLC business neighbors and clients.
- Public Relations; creating, managing, and promoting Catt Road, LLC within the Wildomar community.
- Formulate strategic marketing initiatives to increase brand recognition and equity within region.
- Identify, develop, and execute communication strategies.
- Present educational materials for internal staff and any public audiences.
- Resolve sensitive inquiries and/or complaints from internal staff, neighbors, and other persons within the community.
- Establish and maintain cooperative relationships with representatives of the community, participants, and public advocacy groups.
- Logging of marketing activities in CRM database.
- Attend relevant meetings and events within region as needed and/or required.
- Identify potential areas for growth.
- Act as Catt Road, LLC liaison to internal and external organizations.

7.2 PROACTIVE RESPONSE TO COMPLAINTS

Catt Road, LLC has planned its operation is a way to minimize impact to the surrounding community. Should operation drive disruption, the Catt Road, LLC will welcome the feedback so that, as a company, they are able to work to address the issues viewed as a nuisance. As such, Catt Road, LLC will provide means to collect feedback from both customers and neighbors through a couple of different means.

First, as mentioned Catt Road, LLC will distribute a designated company contact information throughout the community as an outlet for people to provide feedback on any concerns related to noise, light, odor, or traffic. Catt Road, LLC's Director of Community Relations will provide her name, telephone number, and email address to both local city officials and all businesses and residents within 600 ft. of the facility, whom they can contact should any problems result from the operation of the business. Catt Road, LLC also sees this as an opportunity to get to know the neighbors and let the community know we care for their overall wellbeing.

Secondly, Catt Road, LLC will post a complaint form on our website. This will be utilized for collecting complaints both from the community and customers. This form will generate an email directly to the Director of Public Relations, who will review them daily. The Director of Public Relations will share all operational concerns with the Director of Operations as well as hold weekly meetings with the Catt Road, LLC team to review and discuss the complaints. Once the complaint is addressed, protocols and process documents will be revised and/or store adjustments will be made. All complaints will be recorded and kept on file and will be provided to the City of Wildomar officials upon request. Catt Road, LLC, is again, dedicated to supporting the community and will take any and all reasonable actions to minimize disruption to neighboring members of the community.

Below is an example of the complaint form we will make available via the company's website.

Customer Complaint Form

Name	
First Name	Last Name
Contact Information	
Phone Number	Email
Complaint Type	
Product/Experience	Community Impact
Complaint Details	
Date Issue Occurred	
Preferred Resolution	
Would you like someone to contact you?	
Yes	No

7.3 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY

Facility Design and Appearance

Overall, the Catt Road, LLC team has put in much effort to design a facility that aesthetically integrates into the community, explored ways we can give back to the neighborhood through volunteerism and financial contributions, manage day to day activities in a way that is not disruptive to others, and manage all possible odors that may seem offensive to others.

Catt Road, LLC will ensure that the proposed location is professionally landscaped and remains free of debris. Any sign of graffiti, litter, or destruction will be addressed immediately to prevent the facility from becoming an eye sore to the community. Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

Signage and Advertising

In accordance with 188 WMC § 5.76.110(I), On-site signage for Catt Road, LLC's business that is viewable from the exterior of the facility will comply with all local signage laws applicable to the licensed premises, including Chapters 17.251 and 17.254 of the WMC code. Signage will not be designed to appeal to children, or contain any false or misleading statements, or make any misrepresentations. Catt Road, LLC will not advertise in a manner intended to encourage persons under twenty-one years of age to consume cannabis or cannabis products. Additionally, Catt Road, LLC will not make any claims that a product is safe because it is tested. All advertisements, including off-site advertising signs, will comply with 188 WMC § 15 of MAUCRSA.

Facility Lighting

In compliance with 188 WMC § 5.76.110(Q)(4), Catt Road, LLC will ensure all facility entrance(s) and all window areas will be illuminated during evening hours. Catt Road, LLC will comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding. In compliance of 188 WMC § 8.64.140 of the WMC, Catt Road, LLC will ensure that t

While Catt Road, LLC will require outdoor lighting to ensure the effectiveness of the security equipment, the team will be mindful of the surrounding neighbors, and, by all means possible, try to maintain minimal impact of nighttime lighting that may be disruptive.

Odor Mitigation

The Catt Road, LLC facility will also be equipped with state-of-the-art equipment to mitigate any odors that may seem offensive to others. In compliance with 188 WMC § 17.315.080(A)(1), Catt Road, LLC will install a sufficient odor absorbing ventilation and exhaust system so that any odors generated inside the facility that is distinctive to its operation is not detected outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways,

hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public.

In order to control nuisances such as odors, humidity and mold, Catt Road, LLC will have the following professionally installed:

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
- An air system that creates negative air pressure between the facility's' interior and exterior so that the odors generated inside are not detectable outside.

By utilizing an efficient HVAC system that utilizes pre-filters, HEPA filters and Carbon Filters, Catt Road, LLC is confident that no odors will be detectable outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public.

ON SITE CONDUCT

Finally, our management team will ensure that the traffic in and out of the facility is respectful of the neighboring members of the community. Policies will be in place that strictly prohibits loitering in or around the facility and parking lots will be regularly monitored. Additionally, in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at Catt Road, LLC's premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."**

These efforts will work to prevent any and all noise related problems associated with people gathering on the premises. Ample on-site parking will serve to alleviate any pressures on community traffic or pedestrians.

8. Parking Analysis Plan

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)

BICYCLE PARKING

1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)

1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.

91 (TOTAL VEHICLE PARKING) / 33 = 2.75

TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED

PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

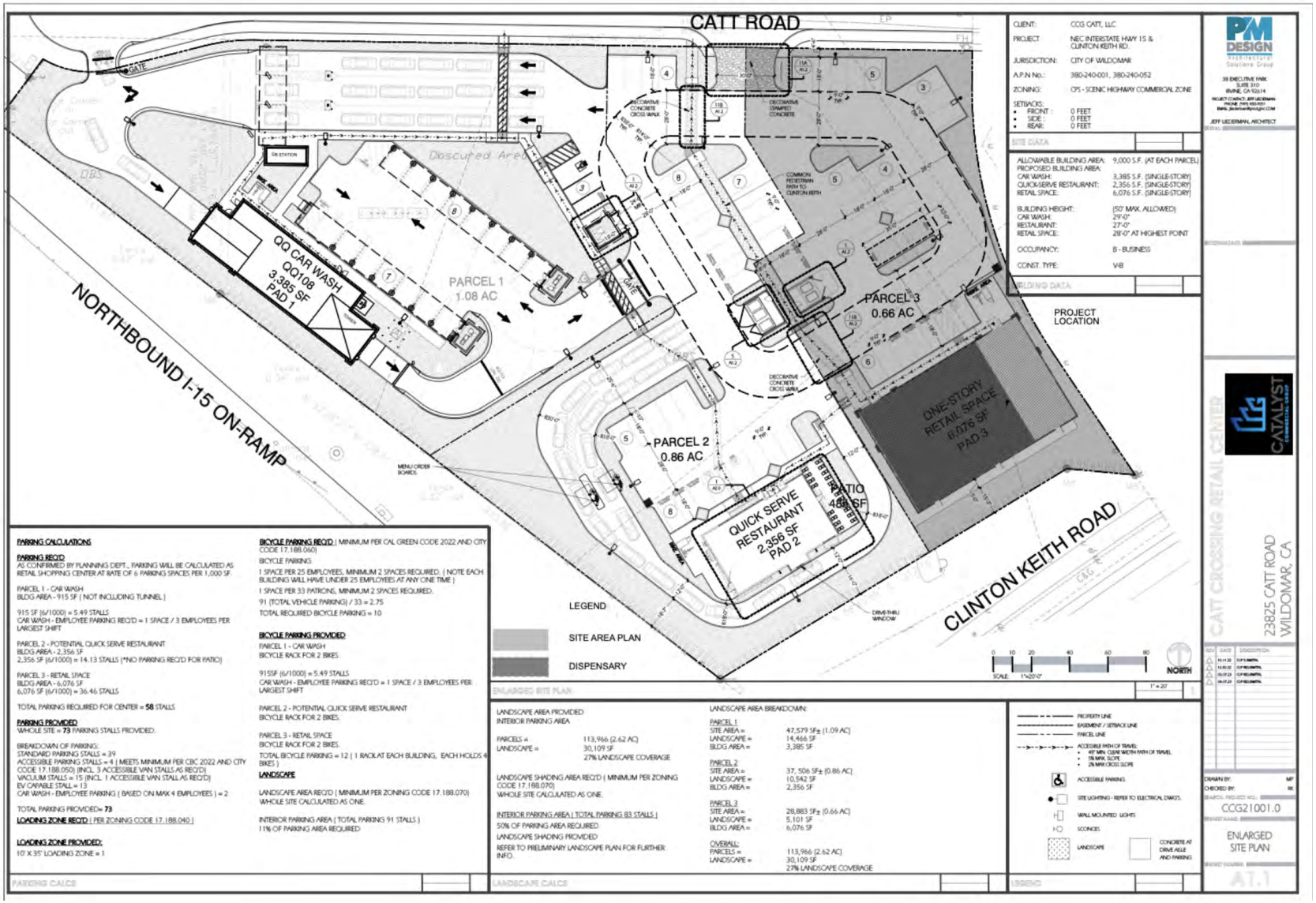
PARKING CALCS

8.1 Factors to Mitigate Parking Impact to Neighbors

Catt Road, LLC certainly wants to ensure that by adding a commercial cannabis retail facility to the Catt Road Crossings Retail Center that measures are in place to eliminate parking impacts to existing businesses in the retail center. In fact, in the experience of the CEO, neighboring businesses will actually benefit from the additional traffic created by adding a Cannabis Retail Facility to a shopping plaza. This is because new customers come to the plaza that may not have visited it previously. A customer may stop to by cannabis will then eat at one of the restaurants in the plaza, or shop at the market. It is a win-win for both businesses.

In order to mitigate the impact of parking on the neighbors in Catt Road Crossings Retail Center, Catt Road, LLC will do the following:

1. Ask customers to shop briefly during busy times during the day.
2. Ensure that there is ample staffing to quickly process customers during key times of the day. This includes lunch time and in the evening.
3. Provide information regarding the surrounding businesses to encourage shoppers at Catt Road, LLC to patronize the other businesses.
4. Post bus routes and encourage shoppers to utilize the Riverside Transit Agency (routes 8 and 23).
5. Encourage customers to ride their bikes to the store and offer on-site bicycle racks.



PARKING CALCULATIONS

PARKING REQ'D
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CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

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CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

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LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

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1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.
91 (TOTAL VEHICLE PARKING) / 33 = 2.75
TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

91SSF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
11% OF PARKING AREA REQUIRED

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS = 113,966 (2.62 AC)
LANDSCAPE = 30,109 SF
27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
50% OF PARKING AREA REQUIRED

LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

LANDSCAPE AREA BREAKDOWN:

PARCEL 1
SITE AREA = 47,579 SF± (1.09 AC)
LANDSCAPE = 14,466 SF
BLDG AREA = 3,385 SF

PARCEL 2
SITE AREA = 37,506 SF± (0.86 AC)
LANDSCAPE = 10,542 SF
BLDG AREA = 2,356 SF

PARCEL 3
SITE AREA = 28,883 SF± (0.66 AC)
LANDSCAPE = 5,101 SF
BLDG AREA = 6,076 SF

OVERALL:
PARCELS = 113,966 (2.62 AC)
LANDSCAPE = 30,109 SF
27% LANDSCAPE COVERAGE

PROPERTY LINE
EASEMENT / SETBACK LINE
PARCEL LINE
ACCESSIBLE PATH OF TRAVEL:
48" MIN. CLEAR WIDTH PATH OF TRAVEL
5% MAX. SLOPE
2% MAX. CROSS SLOPE
ACCESSIBLE PARKING
SITE LIGHTING - REFER TO ELECTRICAL DWGS.
WALL MOUNTED LIGHTS
SCONCES
LANDSCAPE
CONCRETE AT DRIVE AISLE AND PARKING

PARKING CALCS
LANDSCAPE CALCS
LEGEND

9. Title Report

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET; THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET TO A POINT ON THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C

SELLER'S CERTIFICATE

SELLER'S CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

In accordance with the terms of that certain Real Estate Purchase Agreement and Escrow Instructions dated as of _____, 2024 (the "**Purchase Agreement**"), by and between CCG Catt, LLC, a California limited liability company ("**Seller**"), and Saad Pattah, an individual ("**Buyer**"), Seller hereby certifies to Buyer that all representations and warranties set forth in the Purchase Agreement, including, without limitation, those set forth in **Section 12** of the Purchase Agreement, are true, complete, and accurate in all material respects, as of the date hereof.

IN WITNESS WHEREOF, Seller has executed this Seller's Certificate of Representations and Warranties effective as of the ____ day of _____, 2024.

"SELLER"

CCG CATT, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper, Manager/President

EXHIBIT D

SELLER'S POST-CLOSING COVENANTS

[Seller Review – These are obligations to ONO]

SELLER'S WORK:

1. **Pad Delivery Improvements:** Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Pad Delivery Improvements**") within the period set forth in **Section 11.5**:

   (a) **Compliance:** The Property shall be delivered in compliance with all laws and free of all leases, encumbrances, occupants, and hazardous materials in compliance with applicable laws. Any cost for hazardous/contaminated material abatement and removal that is not caused by Buyer shall be borne by Seller.

   (b) **Removal of existing improvements**: Landlord shall remove all existing improvements both above and below the surface of the pad. This includes but is not limited to any structures, footings, foundations, slabs, paving, curbs, gutters, plumbing, and storm drain infrastructure, underground or aboveground storage tanks, lot light poles and bases, underground structures of any kind.

   (c) **Grading**: A finished grade pad, which shall be delivered to within one tenth of one foot of the finished building pad elevation as defined by Buyer's and/or Seller's approved grading plans. Soils reports and compaction testing shall be at ninety-five (95) percent of the maximum dry soil density with a tolerance of +/- 0.3%. Any fill material shall be of structural quality with no debris or organic materials and must be placed in eight-inch (8") lifts. The moisture content of the soil shall be within the range of 0-4% above the maximum moisture content in accordance with the standard Proctor compaction procedure. A copy of soils/geotechnical testing reports and final compaction reports from the Seller's geotechnical testing firm shall be furnished to Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. A letter and building pad certification plan from a state licensed Civil Engineer (attesting to his inspection and certification of the completed building pad) shall be provided by the Seller to the Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. The Seller furnished certification letter shall include all as-built utility locations, finished grades and pipe invert elevations.

2. **Seller's Site Work:** Within the Three-Hundred Sixty (360) day period following the Closing, Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Seller's Site Work**"):

testing of nearby fire hydrants required by the local authorities or Fire Marshal's office shall be borne by the Seller, with evidence of testing provided to the Buyer. Any expense for additional fire hydrants required by local authorities or Fire Marshal's office shall be borne by the Buyer.

(j) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

(k) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

Any modification to the attached Site Plan in ***Exhibit A-1*** that materially and adversely limit, restrict or impair (i) access to and from the Property, (ii) visibility of the Property, or (iii) parking for the Property will need Buyer's approval.

3. **Insurance:** Seller shall provide, or shall require that all contractors performing Seller's Work provide, public liability and property damage insurance with limits of liability of not less than a combined single limit of Two Million Dollars ($2,000,000.00) for bodily injury and property damage in connection with performance of Seller's Work.

4. **Coordination of Work:** Seller shall cooperate with Buyer in coordinating Seller's Work with construction of Buyer's improvements to assure reasonable mutual access and to prevent material and adverse interference with or damage to the work Seller and Buyer are performing.

5. **Public Work/Public Utilities:** Seller shall pay for all costs and expenses arising from or which are directly related to Seller's Work, including, without limitation, all utility tap fees and impact fees, any required fee associated with all public works, public utilities and related departments in the governing City or county. For avoidance of doubt, Buyer must pay any fees to establish water or sewer services to the Property (including, without limitation, water/sewer participation fees, connection fees and any meter-related fees).

BUYER'S WORK

Except for the work to be performed by Seller as part of Seller's Work, Buyer will be responsible, at its sole cost and expense, for all other improvements upon and within the Property, including: (i) the Building, (ii) the Fixtures, (iii) the Fixtures, including utility meters, and (iv) the site improvements upon the Property which shall include paving, striping, curbs and gutters, sidewalks, lighting, landscaping, irrigation, and trash enclosures within the Property (excluding any site improvements to be constructed by Seller as provided above) (the "**Buyer's Work**"). Notwithstanding the foregoing, Seller shall be responsible, as part of Seller's Site Work, for installation of utility, storm, and sanitary sewer connections as required, to within five feet (5') of the Property.

PRORATIONS, ADJUSTMENTS AND HOLDBACKS AT CLOSING.

Seller's Work Holdback. At Seller's sole cost and expense, Seller must complete Seller's Work within the time periods specified herein. An amount equal to Three Hundred Thousand

Dollars ($300,000) shall be retained from the Purchase Price and will remain held in Escrow, as of the Closing Date, (the "**Seller's Work Holdback Amount**"). One Hundred Thousand Dollars ($100,000) of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon completion of the Pad Delivery Improvements by Seller. The balance of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon Seller's completion of Seller's Site Work. If the Buyer exercises the Self-Help Right, then Buyer shall be entitled to have its Improvement Cost Amount reimbursed to it from Seller's Work Holdback Amount, as more particularly set forth in **Section 14.4** of this Agreement. Subject to the terms and conditions of this Agreement (including, without limitation, **Section 14.4** of this Agreement), Escrow Agent will release any remaining portion of the Seller's Work Holdback Amount to Seller upon completion of Seller's Work.

EXHIBIT E

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "**Bill of Sale**") is made as of _____, 2024, by CCG Catt, LLC, a California limited liability company ("**Seller**") in favor of Saad Pattah, an individual ("**Buyer**"), pursuant to that certain REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS, by and between Seller and Buyer, dated _____, 2024 (the "**Contract**"). This Bill of Sale is subject to the terms and provisions of the Contract, and in the event of any inconsistency between the Contract and this Bill of Sale, the terms and provisions of the Contract shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, grants, delivers, transfers and assigns to Buyer, all of Seller's right, title and interest in, to and under any and all of the following items, to the extent that they are assignable and related exclusively to that "**Real Estate**" (as defined in the Contract):

(a) all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements, certificates, rights under development agreements, school fee mitigation agreements, development allocations, and development rights relating to the Real Estate, if any so exist, as of the date of this Bill of Sale;

(b) all utility and other permits relating exclusively to the Real Estate;

(c) all fee credits, license tax credits, and prepaid expenses, fees, and deposits applicable exclusively to the Real Estate, and the right to any refunds thereunder or rebates thereof (including, without limitation, utility deposits);

(d) all plans and specifications for any improvements located exclusively on the Real Estate, whether existing or anticipated; and

(e) all warranties of contractors and subcontractors with respect to any grading and other work performed by or at Seller's direction on the Real Estate.

(All of the above being referred to herein collectively as the "**Personal Property**").

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Seller and Buyer, respectively.

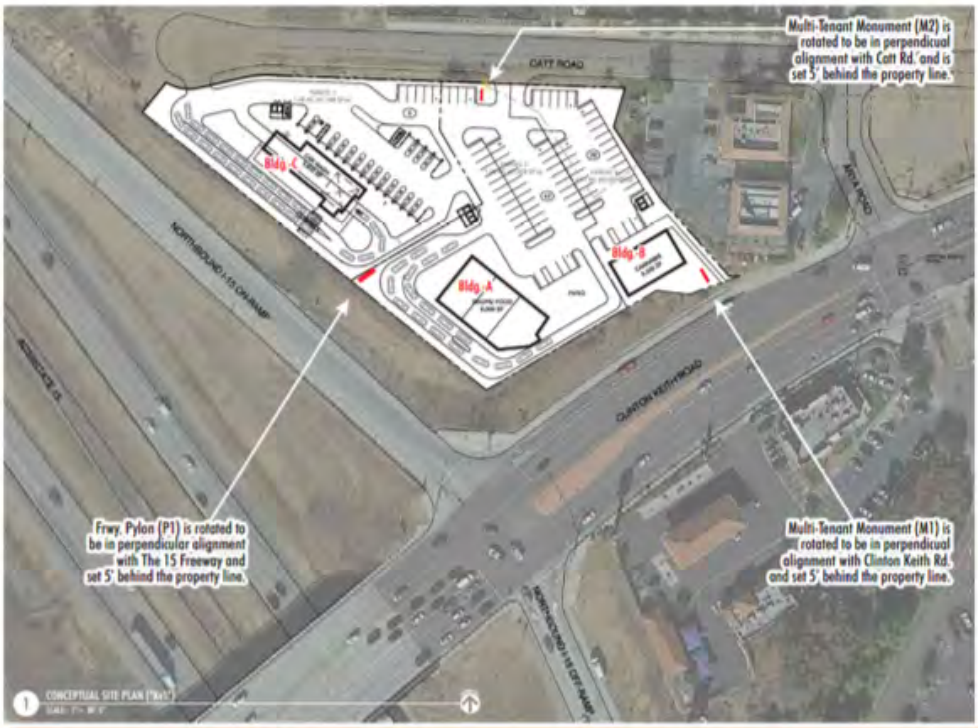
SELLER:

CCG Catt, LLC, a California limited liability company

By: Mark R. Cooper
Name: Mark R. Cooper
Its: _____

EXHIBIT F

LOCATION OF BUYER'S SIGN PANELS ON THE MULTI-TENANT MONUMENT SIGNS AND THE MULTI-TENANT PYLON SIGN



Catt Crossing
Master Sign Program - October 13th, 2021

10. Aerial Photograph

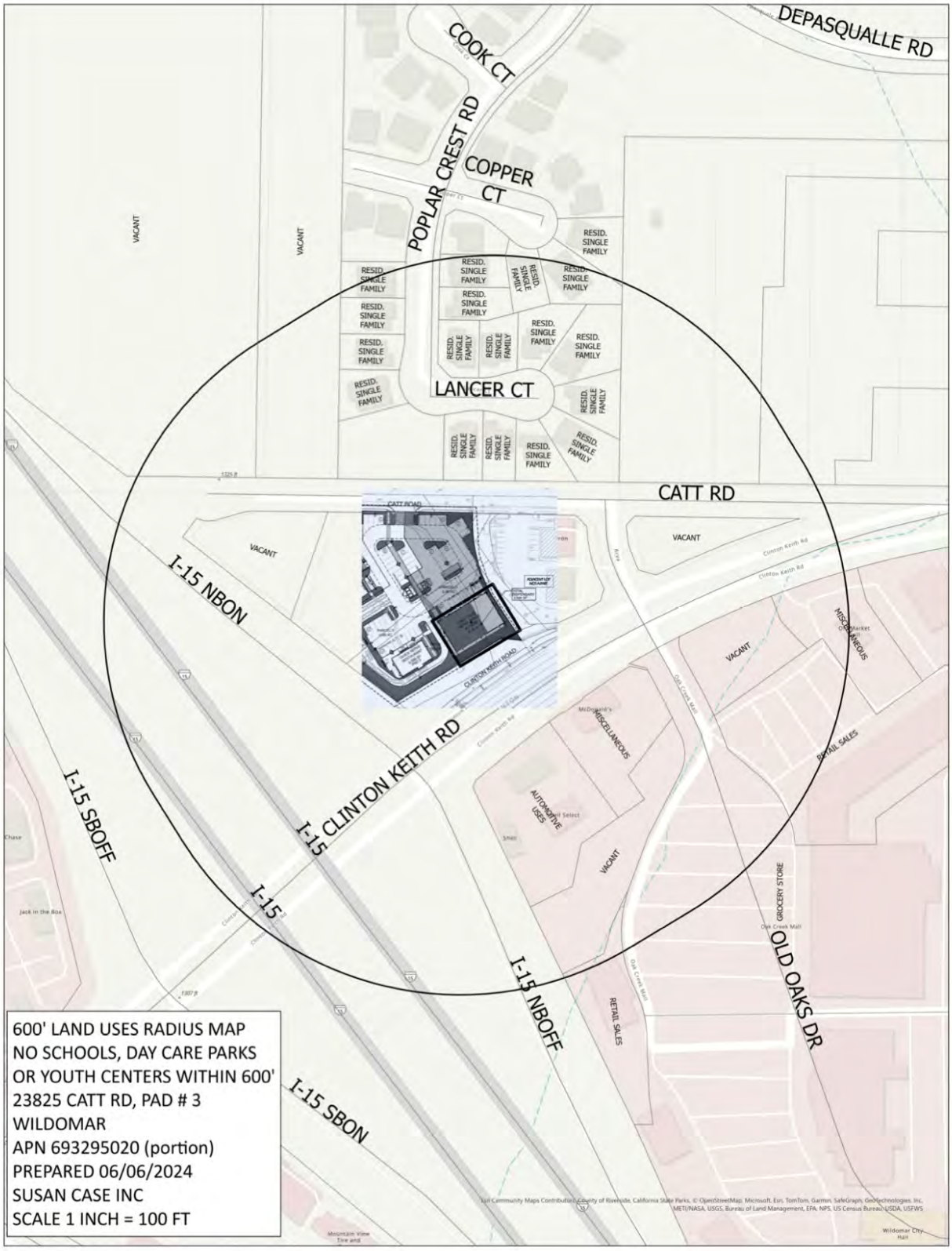
11. Not Currently Permitted for Non-Cannabis Infused Food Products

I, Saad S. Pattah, owner of Catt Road, LLC, hereby confirm that the proposed premises is NOT currently permitted by the State of California or County of Riverside for the production of non-cannabis infused food products.

Saad S. Pattah
Owner
Catt Road, LLC

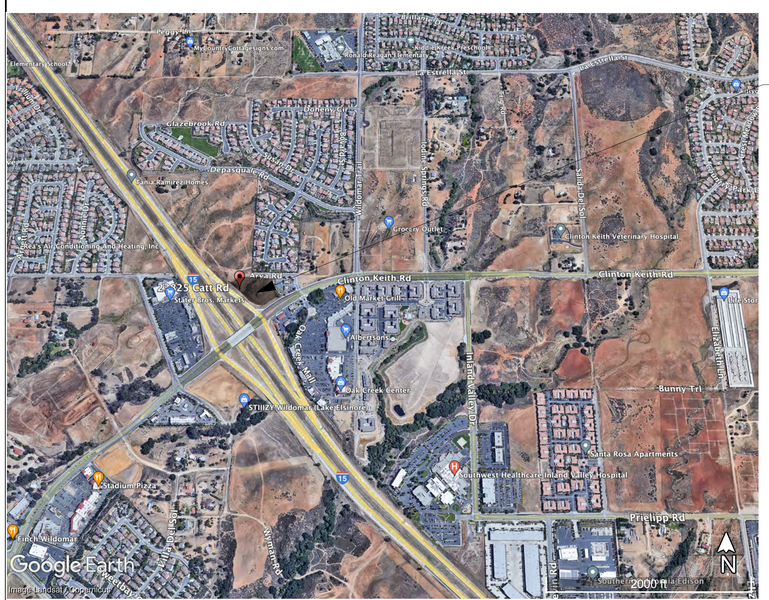
12.1 100’ Radius of Project Site

13.2 600’ Radius of Project Site



14. Development Plans

CATT CROSSING RETAIL CENTER



CATT ROAD, LLC LOCATION MAP

CONDITIONAL USE PERMIT:

CATT ROAD, LLC DBA, THE CAKE HOUSE **EAST**

23825 CATT RD.
WILDOMAR, CA 92025
APN:380-240-001

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

CATT CROSSING RETAIL CENTER
NEC INTERSTATE HWAY 15 &
CLINTON KETH RD.
WILDOMAR, CA

SHEET INDEX

ID	NAME
01- T.01	TITLE SHEET
02-T.02	TITLE SHEET
03-S-1	SURVEY
04-FEMA	FEMA FLOODPLAIN MAP
05-	SENSITIVE USE MAP
06-F-1	FIRE ACCESS PLAN
07-F-2	FIRE ACCESS PLAN
08-W.S.-1	WATER & SEWER
09-W.S.-2	WATER $ SEWER
10-L-1	LANDSCAPE
11-A-01	SITE PLAN
12- A-01.1	ENLARGED SITE PLAN
13- A-01.3	PROPOSED ROOF PLAN
14-A.02	PROPOSED FLOOR PLAN
15-A-02.1	SECURITY FLOOR PLAN
16-A-03	REFLECTED CEILING PLAN
17- A-04	EGRESS FLOOR PLAN
18-A-05	ACCESSABILITY FLOOR PLAN
19-A-5.1	TYPICAL ADA DETAILS
20-A-5.2	ADA TYPICAL DETAILS
21-A-6	ELEVATIONS
22-A-6.1 PRESPECTIVES	DIPENSARY PRESPECTIVES
23-A-7	BUILDING SECTIONS
24-A-7.1	TYPICAL DTAILS
25-A-8	MATERIALS

APPLICABLE CODES

- **2022 IMPERIAL COUNTY CODE OF ORDINANCES**
- **2022 CALIFORNIA BUILDING CODE**
- **2021 INTERNATIONAL BUILDING CODE**
- **2021 UNIFORM MECHANICAL CODE**
- **2021 UNIFORM PLUMBING CODE**
- **2020 NATIONAL ELECTRICAL CODE**
- **2022 CALIFORNIA GREEN CODE**

CUP SCOPE OF WORK :

THE PROJECT CONSISTS OF 3,936 S.F. WITHIN 6,0755 S.F.
THE PROPOSED STRUCTURE IS ONE STORY DETACHED BUILDING
AS SHOWN IN THIS PACKAGE. LOCATED ON THE SOUTHWEST CORNER OF THE PROPOSED CATT CROSSING RETAIL CENTER IN THE CITY OF WILDOMAR.

PROJECT INFORMATION:

PROJECT APPLICANT:	**CATT ROAD, LLC** **553 WEST 9TH STREET, ESCONDIDO, CA 92025**
PROPERTY OWNER:	**SAAD S. PATTAH** 553 WEST 9TH STREET, ESCONDIDO, CA 92025 GEO@CAKEHOUSECANNABIS.COM (760) 703- 7357
PROJECT ADDRESS:	23825 CATT RD (PAD # 3) WILDOMAR, CA 92025
ASSESSORS PARCEL NUMBER:	380-240-001
LEGAL DESCRIPTION:	The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279576, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described AS: PARCEL 'C'
EX. ON PROPERTY OCCUPANCY :	OPEN LAND
NUMBER OF STORIES:	1
BUILDING HIGHT :	(50' MAX. ALLOWED) ACTUAL '28'' AT
LOT AREA:	28,749.6 SF (.66 ACRES)
ZONING INFORMATION:	
BASE ZONE:	CPS- SCENIC HIGHWAY COMMERCIAL ZONE.
OVERLAY ZONE:	N/A
SETBACKS:	**SEE ENLARGED SITE PLAN (12-A-01.1)**
FRONT:	0 FEET
SIDE.Y:	0 FEET
REAR :	0 FEET

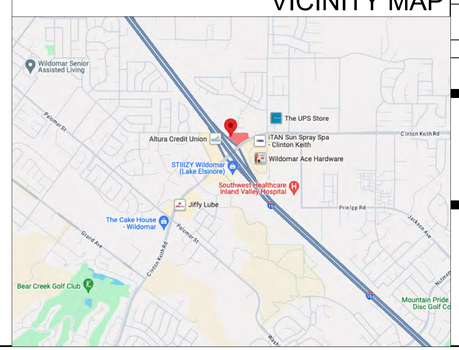
PROPOSED NEW

PROPOSED USE:	CANNABIS DISPENSARY
OCCUPANCY CLASSIFICATION:	M/B (MERCANTILE, RETAIL & BUSINESS)
OCCUPANT LOAD	67
EX. USE:	OPEN LAND
CONSTRUCTION TYPE:	II- SPRINKLERED
TOTAL PROJECT GROSS AREA:	3,936 S.F.
PARKING CALCULATIONS	**SEE 12-A-01.1, PARKING CALCULATIONS**
TOTAL PARKING PROVIDED:	**36.46 STAILS**

PROJECT TEAM:

DESIGNER:	CAKE ENTERPRISES, INC 350 w Ninth Ave. unit 106B Escondido, ca 92025
CONTACT:	HUSSEIN MUNAIM 619-788-3224
ARCHITECT	MICHAEL KINOSHITA &510 CLAIRMOUNT MESA BLD, 3 207 SAN DIEGO, CA 92111 michaelk@mkain.net, 858-268-8176
CIVIL ENGINEER:	KWC ENGINEERIS CIVIL ENGINEERS. PLANNERS. SURVEYORS 1880 COMPTON AVE. #100 CORONA, CA 92881-3370 951- 734- 2130
STRUCTURAL ENGINEER:	
GEOTECHNICAL ENGINEER:	EARTH STRATA GEOTECHNICAL SERVICES 42184 REMINGTON AVE. TEMECULA, CA 92590 951- 461- 4028
MECHANICAL ENGINEER:	LAL SAHGAL ASSOCIATES MECHANICAL CONSULTING ENGINEERS 83, WINDSWEPT WAY MISSION VIEJO, CA 92692 949-830-4746
ELECTRICAL ENGINEER:	E + E ,INC ELECTRICAL ENGINEERING CONSULTING 4193, FLAT ROCK DR. SUITE 200 JASON NICCOLI 661-204-1166

VICINITY MAP



CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE
CAKE
HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TITLE SHEET

01- T.01

SHEET 1 OF25

14996-Catt Crossing - View 3-02-15-2023

14996-Catt Crossing - View 1-02-15-2023

14996-Catt Crossing - View 3-03-06-2023

14996-Catt Crossing - View 1-03-06-2023

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

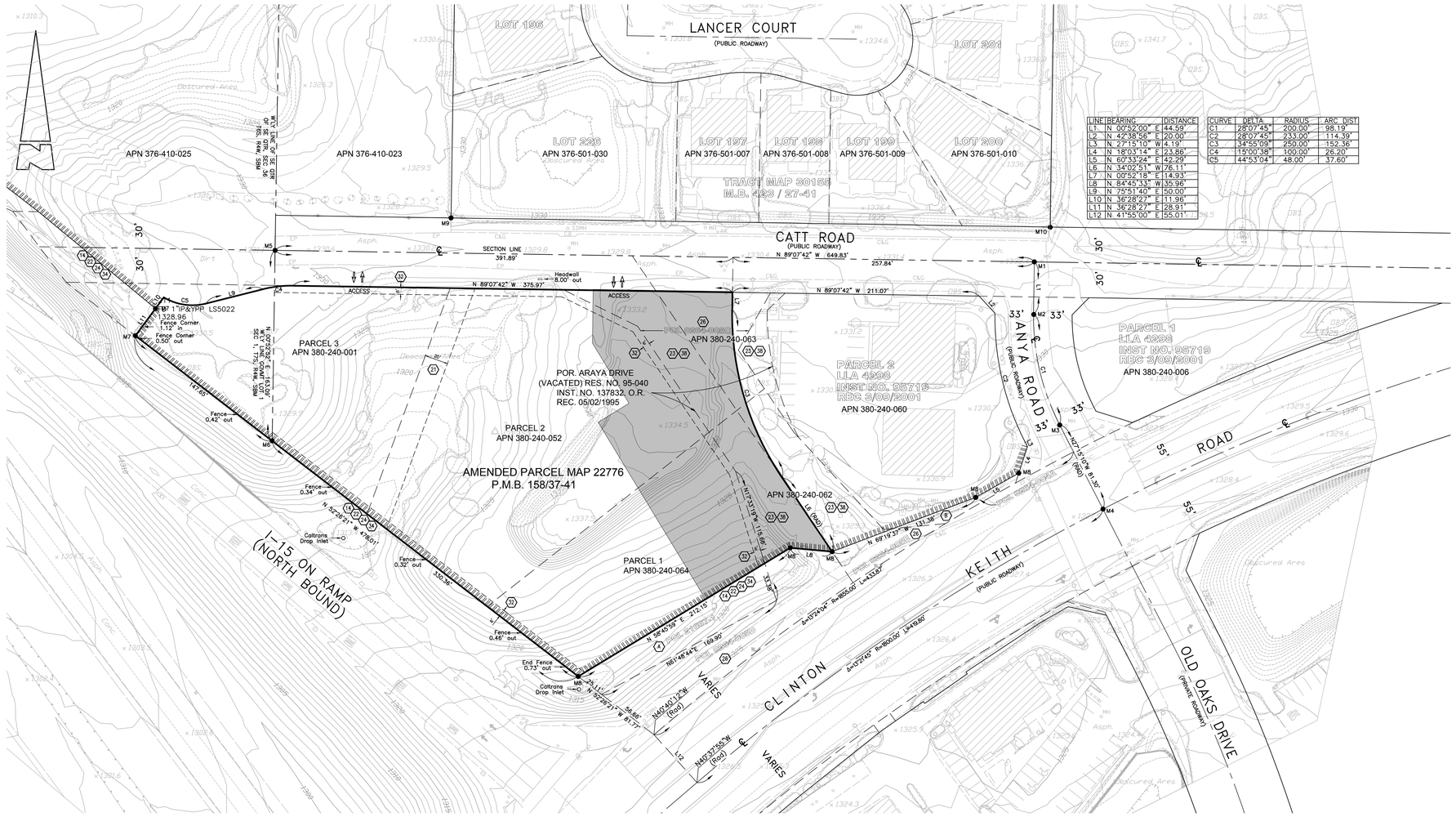
PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

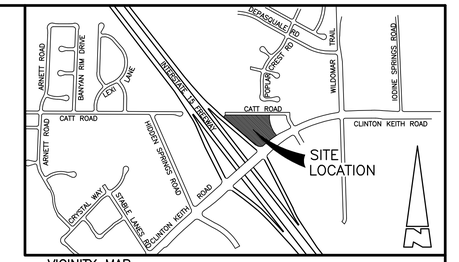
SHEET TITLE

TITLE SHEET

02-T.02

SHEET 2 OF25





VICINITY MAP
NOT TO SCALE

OWNER:
CHOA MURRIETA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND KYUNGJA CHO, AN UNMARRIED WOMAN

SITE ADDRESS:
VACANT LAND, WILDOMAR, CA. 92595

TITLE COMPANY:
FIRST AMERICAN TITLE INSURANCE COMPANY
3281 E GUASTI ROAD, SUITE 440,
ONTARIO, CA. 91761
(909) 510-6200
ATTN: ROGER DERILO/NOYRA KAMPER

SITE AREA:
GROSS ACREAGE: 2.616 ACRES

SURVEYOR:
KWC ENGINEERS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA 92881
(951) 734-2130
ATTN.: THOMAS CASELDINE, P.E., P.L.S.

ASSESSOR PARCEL NO:
380-240-052
380-240-001
PORTION OF 380-240-063
380-240-064
PORTION OF 380-240-062

SURVEYOR'S NOTES:
BOUNDARY LINES ..... WERE ESTABLISHED FROM RECOVERED CITY COUNTY AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY. NO MONUMENTATION HAS BEEN SET, A WITNESS MARKER HAS BEEN PLACED AT MAJOR CORNERS WHERE NO MONUMENTATION WAS FOUND.

BUILDINGS ..... PARCELS 1, 2 & 3 ARE VACANT LAND. THERE ARE NO BUILDINGS.

CEMETERY ..... THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.

EARTHWORK ..... NO OBSERVABLE EVIDENCE OF RECENT EARTHWORK. BUILDING CONSTRUCTION NOR BUILDING ADDITIONS.

PHYSICAL ACCESS ..... PROPERTY HAS PHYSICAL ACCESS TO CATT ROAD A DULY DEDICATED PUBLIC RIGHT OF WAY.

TOPOGRAPHY ..... TOPOGRAPHY SHOWN HEREON IS PER AN AERIAL FLIGHT DATED 12/22/21 BY INLAND AERIAL. GROUND FIELD TOPOGRAPHY WAS CONDUCTED BY KWC FIELD SURVEY ON 12/28/21.

SOLID WASTE DUMP ..... NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

CLOSEST INTERSECTING STREET..... THE CLOSEST INTERSECTING STREET IS LOCATED NORTH 30' AND EAST 258' (CATT ROAD AND ARYA DRIVE).

UTILITIES LOCATIONS ..... 1.) PAINT MARKINGS FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE UNDERGROUND UTILITIES ARE CONSISTENT WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS. THEIR SOURCE IS UNKNOWN. THE USER OF THIS MAP SHOULD RELY ON SUCH MARKINGS AT THEIR OWN RISK.
2.) POWER POLES ARE SHOWN HEREON AND ALL ARE IN THEIR RESPECTIVE EASEMENTS AS PER ITEM 11 OF EXCEPTIONS.

GAPS & OVERLAPS ..... PROPERTY AS ESTABLISHED HEREON IS FREE OF GAPS AND /OR OVERLAPS WITH SURROUNDING PROPERTIES.

STREET OBSERVATIONS... NO RECENT STREET OR SIDEWALK REPAIRS OR CONSTRUCTION WERE OBSERVED AT THE TIME OF THE SURVEY.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P474+4". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK:
BENCH MARK NO. 1-58-81; ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER; DESCRIBED AS A 3" ALUMINUM DISK STAMPED "1-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.01' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

FLOOD ZONE DESIGNATION:
BY GRAPHIC PLOTTING ONLY, THE LAND SHOWN HEREON IS DESIGNATED AS BEING IN ZONE "X" PER FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 06065C2705G, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 28, 2008 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), DESIGNATED AREA BEING DESCRIBED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1" ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE." NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S CERTIFICATION:
TO:
CHAO MURRIETA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
KYUNGJA CHO,
CCG CATT LLC,
FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 11 (OBSERVED EVIDENCE ONLY), 14, 16, 17 AND 19.

THE FIELD WORK WAS COMPLETED ON MAY 03, 2022

DATE OF PLAT OR MAP: MAY 04, 2022

Thomas Caseldine 5/04/2022
THOMAS M. CASELDINE DATE
L.S. 9029

PROFESSIONAL LAND SURVEYOR — THOMAS M. CASELDINE — No. 9029 — STATE OF CALIFORNIA

TITLE INFORMATION:
THE TITLE DESCRIPTION AND EXCEPTION ITEMS SHOWN HEREON WERE TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-1086834-ONT1 DATED SEPTEMBER 20, 2021 AND HAVE THE SAME NUMERICAL DESIGNATION AS IN THOSE REPORTS.

EASEMENTS:
PLOTTABLE EASEMENTS ARE SHOWN FROM AN OWNER-SUPPLIED TITLE REPORT INDICATED BY A "⟨⟩", NON-PLOTTABLE EASEMENTS ARE INDICATED BY "□" ALL WITHIN THE "EXCEPTION" ITEMS OF THE TITLE REPORT.

(14) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED APRIL 06, 1955 AS INSTRUMENT NO. 22388, MAY 24, 1978 AS INSTRUMENT NO. 104062, AND OCTOBER 11, 1979 AS INSTRUMENT NO. 216332 ALL OF OFFICIAL RECORDS. (AFFECT THE WESTERLY AND SOUTHERLY BOUNDARY)

(21) AN EASEMENT FOR DRAINAGE PURPOSES AS SHOWN OR DEDICATED ON THE MAP OF AMENDED PARCEL MAP 22776 RECORDED AUGUST 08, 1989 AND ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(22) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 HAVE BEEN DEDICATED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS.

(23)(36) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS.

(24) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED DECEMBER 14, 2010 AS INSTRUMENT NO. 2010-0598558 OF OFFICIAL RECORDS. (AFFECTS PARCEL 3)

THE ABOVE DOCUMENT WAS RE-RECORDED MAY 09, 2011 AS INSTRUMENT NO. 2011-0204321 OF OFFICIAL RECORDS.

(26) TRANSFER OF TITLE OF PARCELS 0264-005C, 0264-005D & 0264-005E PER DEED EXECUTED BY COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA TO CITY OF WILDOMAR, A MUNICIPALITY OF THE STATE OF CALIFORNIA, RECORDED JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS. (GRANTEE OF QUIT CLAIM DOES NOT APPEAR TO BE ENTITY CAPABLE OF ACQUIRING TITLE TO REAL PROPERTY ON PARCEL No. PCL 0264-005C) (PLOTTED HEREON)

(32) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 13, 1978 AS INSTRUMENT NO. 261602 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(34) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 AND CLINTON KEITH ROAD EXCEPT THE GENERAL EASEMENT OF TRAVEL HAVE BEEN DEDICATED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(39) THE RIGHTS, IF ANY, OF A CITY, PUBLIC UTILITY OR SPECIAL DISTRICT, PURSUANT TO SECTION 8345 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, TO PRESERVE A PUBLIC EASEMENT IN CLINTON KEITH ROAD AS THE SAME WAS VACATED BY THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS. (BLANKET IN NATURE)

EASEMENTS OR OTHER ENTITLEMENTS NOT SHOWN ON ABOVE MENTIONED TITLE REPORT

(A) FINAL ORDER OF CONDEMNATION OF A PORTION OF PARCEL 1 FOR PUBLIC ACCESS AND INCIDENTAL PURPOSES DESIGNATED AS PARCEL 21667-1 IN THE DOCUMENT RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(B) GRANT DEED TO THE CITY OF WILDOMAR FOR A PORTION OF CLINTON KEITH ROAD FOR RIGHT OF WAY PURPOSES DESIGNATED AS PARCEL 0264-004A IN THE DOCUMENT RECORDED FEBRUARY 24, 2011 AS INSTRUMENT NO. 2011-0084975 OF OFFICIAL RECORDS. (PLOTTED HEREON)

MONUMENT NOTES:
- ● INDICATES FOUND MONUMENT AS INDICATED.
- ( ) INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41, UNLESS OTHERWISE NOTED
- [ ] INDICATES RECORD DATA PER DEED OR TITLE REPORT. (AS NEEDED)
- R1 INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41.
- R2 INDICATES RECORD DATA PER RECORD OF SURVEY RS 141/13-15.
- R3 INDICATES RECORD DATA PER C.O.C. RECORDED 9/20/2011 AS INST. NO. 2011-0415389 AFFECTING TRACT NO. 30155 MB 423/27-41.
- R4 INDICATES RECORD DATA PER PARCEL MAP NO. 9637, P.M.B. 58/1-5.
- S.F.N. INDICATES SEARCHED, FOUND NOTHING
- (R&M) INDICATES RECORD AND MEASURED

M1 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CATT ROAD AND ARYA DRIVE.

M2 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE N'LY EC OF ARYA DRIVE.

M3 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE S'LY BC OF ARYA DRIVE.

M4 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CLINTON KEITH ROAD AND ARYA DRIVE.

M5 – FD. 1" IP, TAGGED LS 7910, DOWN 0.60' PER R2 & R3. ACCEPTED AS THE NW'LY CORNER OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM PER R1.

M6 – FD. 1" IP, TAGGED LS 3698, FLUSH PER R2 & R4. ACCEPTED AS INTERSECTION OF POINT ON W'LY LINE OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM AND N'LY RIGHT OF WAY OF NORTH BOUND ON-RAMP OF I-15 PER R2.

M7 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, DOWN 0.20 PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF THE NORTH BOUND ON-RAMP OF I-15 PER R2.

M8 – FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 5022, FLUSH PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF CLINTON KEITH PER R2.

M9 – FD. 3/4" BRASS TAG AND NAIL SET IN CONCRETE; ACCEPTED AS SW COR OF TRACT 30155 PER M.B. 423/27-41.

M10– FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 7910, FLUSH WITH AC PER R2. PT BEARS 0.13' SOUTH OF ROW. ACCEPTED 0.13' OFFSET TO THE SE CORNER OF TRACT 30155 PER M.B. 423/27-41.

BOUNDARY ESTABLISHMENT SHEET
40 0 40' 80' 120'
SCALE IN FEET

SITE AREA PLAN

LEGEND OF SYMBOLS & ABBREVIATIONS:
SYMBOLS
- STREET LIGHT
- LIGHT
- TRAFFIC SIGNAL
- CATCH BASIN
- DROP INLET
- SIGN
- FIRE HYDRANT
- POWER POLE
- TPP TEMPORARY POWER POLE
- M METER
- POST
- VALVE
- B.O. BLOW OFF
- A/V AIR RELEASE VALVE
- MH MANHOLE
- UB UTILITY BOX
- U/O UNDEFINED OBJECT ROUND
- U/O UNDEFINED OBJECT SQUARE
- ASPH ASPHALT
- BLDG BUILDING
- C&G CURB & GUTTER
- CL CENTERLINE
- CONC CONCRETE
- COR CORNER
- DRWY DRIVEWAY
- E'LY E'LY = EASTERLY
- EP EDGE OF PAVEMENT
- (OH) OVERHEAD UTILITY
- ICV IRRIGATION CONTROL VALVE
- IRRG IRRIGATION
- N'LY NORTHERLY
- PAV PAVEMENT
- P.P. POWER POLE
- PT POINT
- RET RETAINING
- SW SIDEWALK
- SMH SEWER MANHOLE
- SD STORM DRAIN
- S'LY SOUTHERLY
- W'LY WESTERLY
- CLF CHAIN LINK FENCE
- WIF WROUGHT IRON FENCE

LINE TYPES
- RIGHT OF WAY/PARCEL LINE
- BOUNDARY
- BUILDING SETBACK
- CENTERLINE
- EASEMENT
- CURB AND GUTTER
- FENCE
- RETAINING WALL
- RESTRICTIVE ACCESS RIGHTS

NOTE: NOT ALL SYMBOLS/ ABBREVIATIONS MAY BE USED.

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

PARCEL A: APN: 380-240-052-6 (AFFECTS PARCEL 2) AND 380-240-001-0 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063
PARCELS 2 AND 3 OF PARCEL MAP NO. 22776, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 2 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062
PARCEL 1 OF PARCEL MAP NO. 22776, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 1 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER OF CONDEMNATION RECORDED ON AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813 BOTH OF OFFICIAL RECORDS.

MARK	REVISIONS	DATE
1	REVIEWED & VERIFIED NO ADDITIONAL EASEMENTS WITH ABANDONED ROADWAY TO E'LY ADJACENT PARCEL, ADD ADDITIONAL FOUND MONUMENTS	5/04/22

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 CORONA, CA 92881-3370 951-734-2130

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1"=40'	5/04/22	LLC	TMC

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

PREPARED FOR: CCG CATT, LLC
J.N. 2021.2214.1

SHEET NO. 1 OF 1 SHTS.

G:\21\2214\SURVEY\MAPS\ALTA\Retrieved\2214-ALTA.dwg

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be contacted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 11. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from U.S. Geological Survey Digital Orthophoto Quadrangles produced at a scale of 1:12,000 from photography dated 1994 or later.

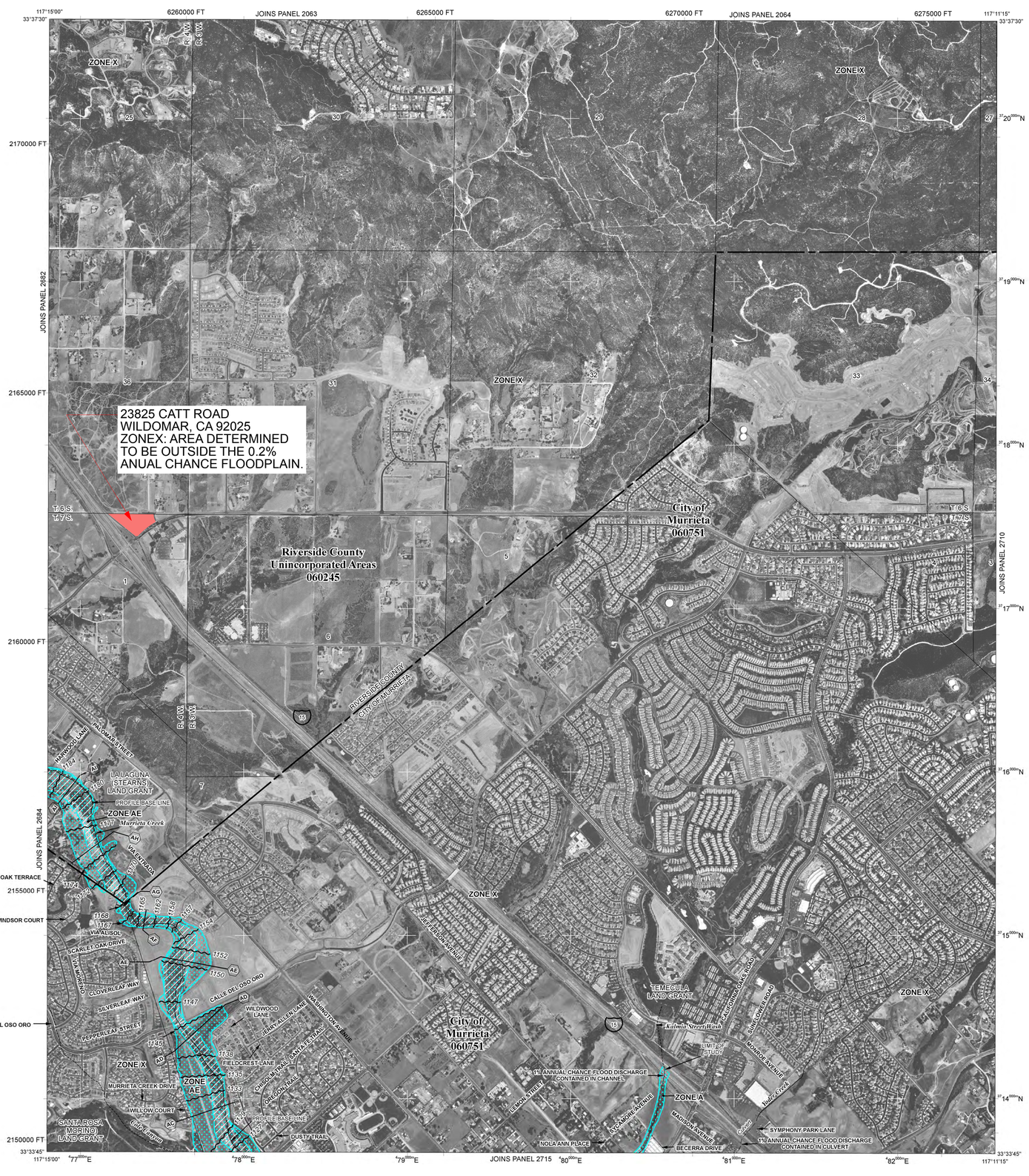
This map may reflect more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 3776000mN — 1000-meter Universal Transverse Mercator grid values, zone 11N
- 600000 FT — 5000-foot grid ticks: California State Plane coordinate system, zone VI (FIPSZONE 0406), Lambert Conformal Conic projection
- DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
August 28, 2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

300 0 300 600 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 2705G

FIRM

FLOOD INSURANCE RATE MAP

RIVERSIDE COUNTY, CALIFORNIA AND INCORPORATED AREAS

PANEL 2705 OF 3805

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

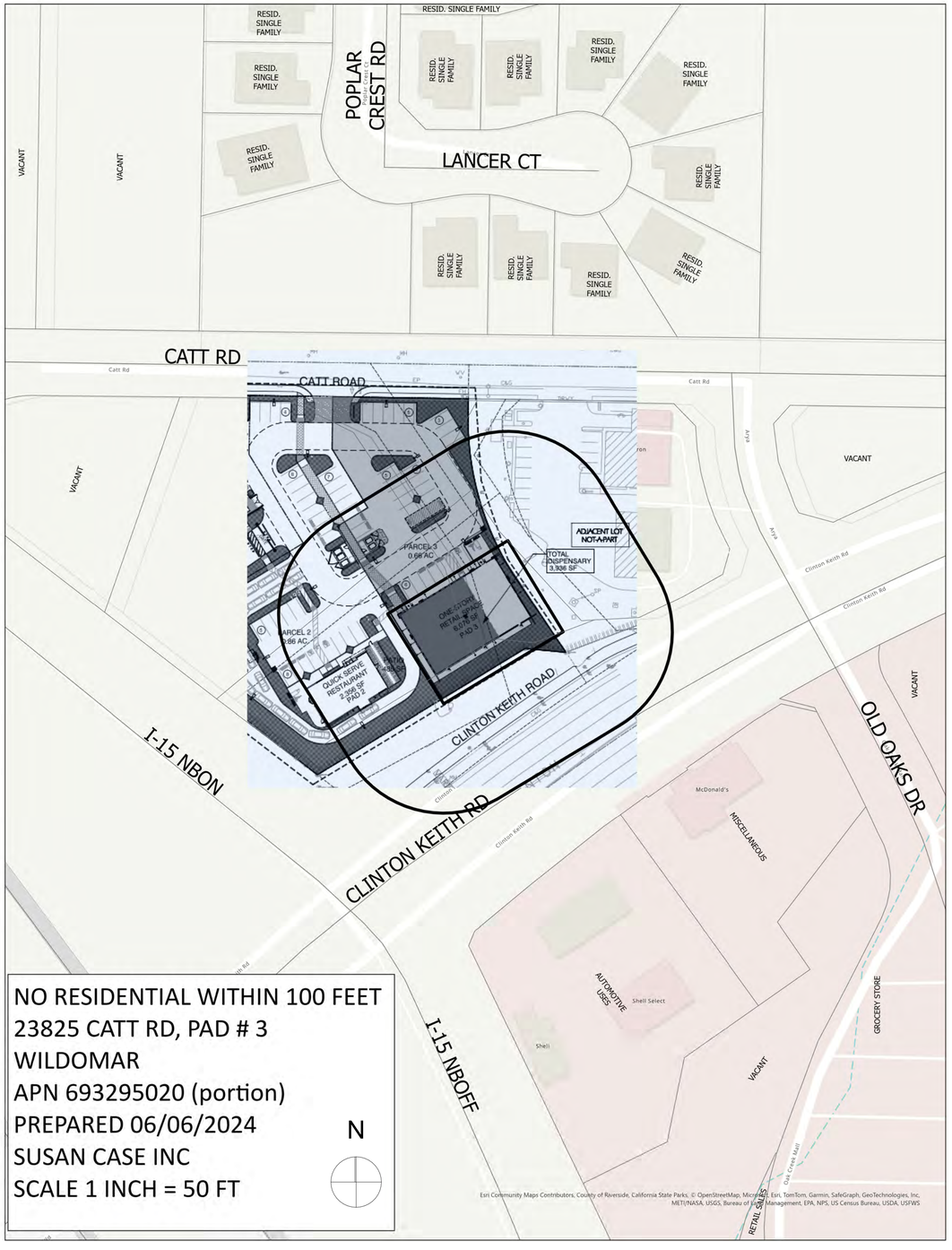
COMMUNITY	NUMBER	PANEL	SUFFIX
MURRIETA, CITY OF	060751	2705	G
RIVERSIDE COUNTY	060245	2705	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
06065C2705G

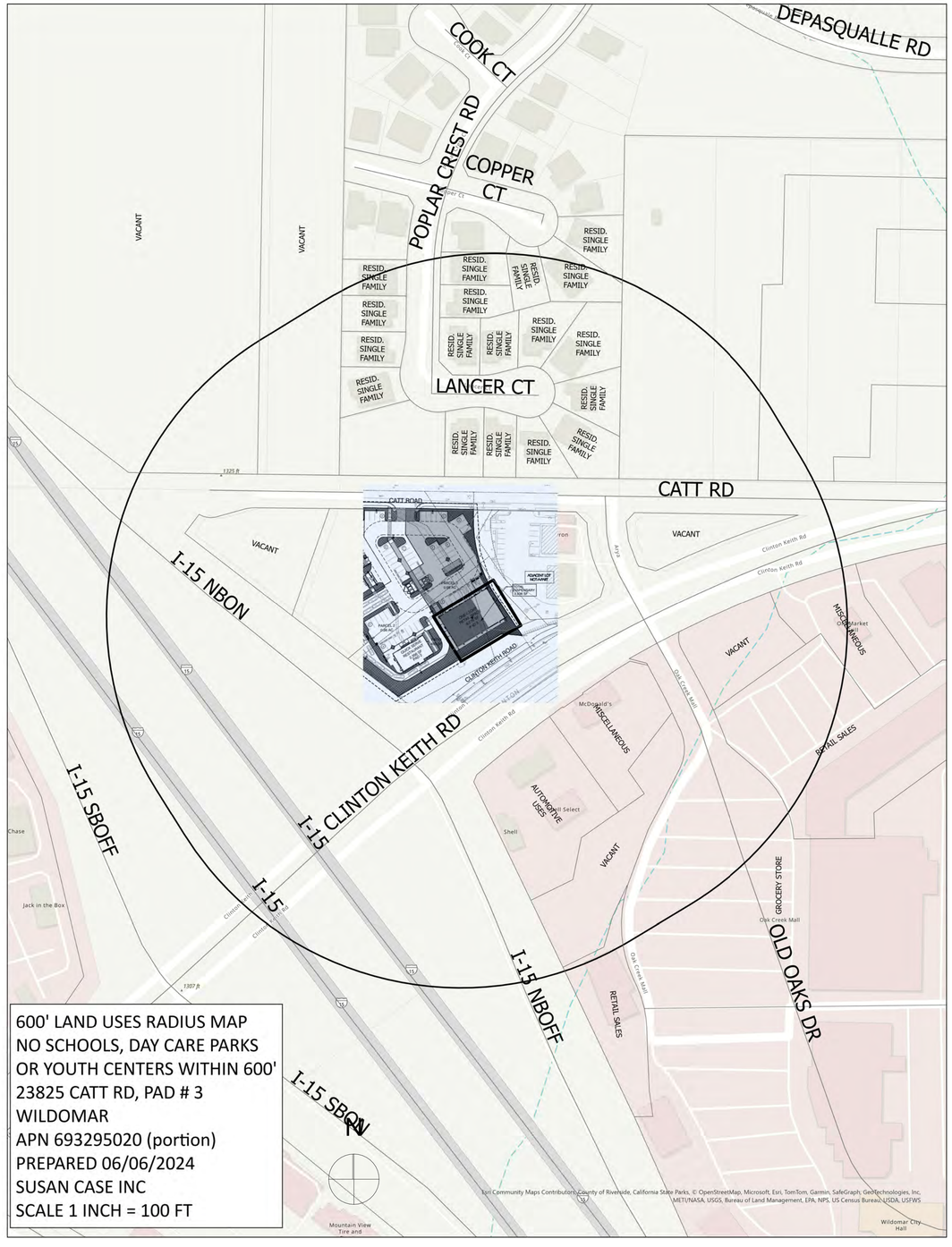
EFFECTIVE DATE
AUGUST 28, 2008

Federal Emergency Management Agency



NO RESIDENTIAL WITHIN 100 FEET
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 50 FT

N



600' LAND USES RADIUS MAP
NO SCHOOLS, DAY CARE PARKS
OR YOUTH CENTERS WITHIN 600'
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 100 FT

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

SENSITIVE USE MAP

05-

SHEET 5 OF25

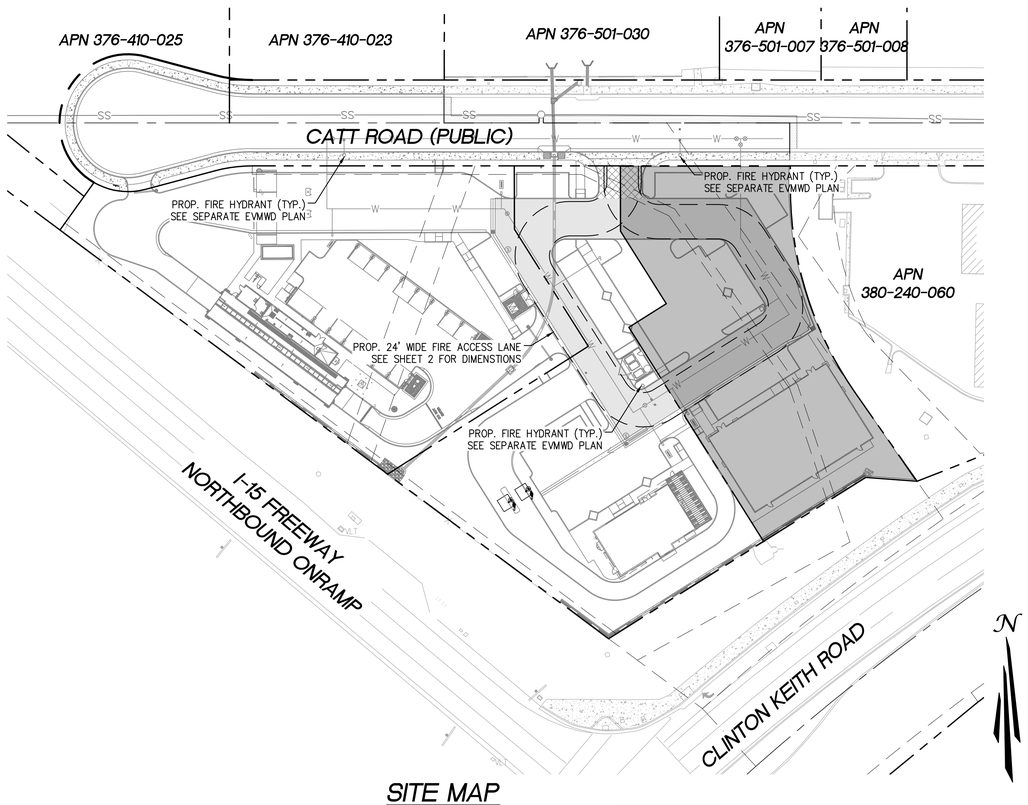
CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CATT CROSSINGS RETAIL CENTER

FIRE ACCESS PLAN

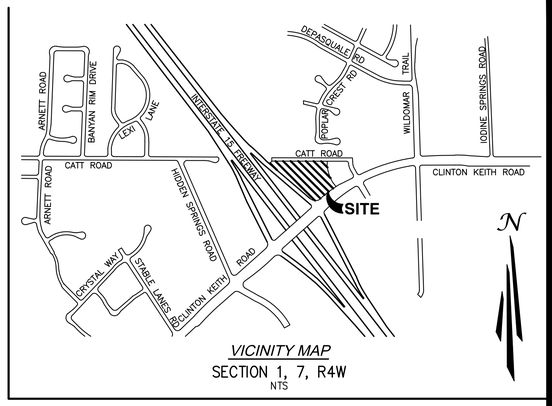
GENERAL NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF WILDOMAR, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
2. THE CONTRACTOR/DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEARING OF THE WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITEE MUST INFORM COUNTY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
   PHONE: (951) 955-6790 FOR PERMIT CASES (CUP, PUP, PP OR VOLUNTARY MS CASES.),CABAZON AND AREA WEST.
   PHONE: (951) 955-6885 FOR PARCEL AND TRACT MAPS.
   PHONE: (760) 342-8267 FOR PERMIT CASES EAST OF CABAZON.
3. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STANDARD NO. 1220 AND 1221.
4. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WILDOMAR AND RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
5. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
6. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS, STORM DRAINS.
7. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARD NO. 206 AND/OR NO. 207, AS DIRECTED IN THE FIELD.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE COUNTY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
9. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS FOR PARCEL AND TRACT MAPS SHALL BE TAKEN AND MAY BE TAKEN FOR PERMIT CASES BY THE COUNTY AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN 14 DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
11. PRIME COAT IS REQUIRED PRIOR TO PAVING ON ALL GRADES IN EXCESS OF TEN PERCENT.
12. STREETLIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN.
13. AS DETERMINED BY THE TRANSPORTATION DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
14. ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED WITHIN PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPE PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS, AND ALL LANDSCAPING ON ALL OTHER STREETS, SHALL REQUIRE SEPARATE LANDSCAPE PLANS. ALL LANDSCAPING ENCROACHMENTS SHALL CONFORM TO RIVERSIDE COUNTY COMPREHENSIVE LANDSCAPING GUIDELINES DATED OCTOBER 2009.
15. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS NOT PART OF THIS PROJECT ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT.
16. A. CONSTRUCTION PROJECTS MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
    B. PRIOR TO ANY CONSTRUCTION, THE DEVELOPER SHALL PROVIDE THE COUNTY A COPY OF THE NOI WITH A VALID WDID NUMBER.
17. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
18. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE TRANSPORTATION DEPARTMENT.
19. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMIT # _____ ON THE PLAN.
20. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO THE CITY AND OR CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THEIR RIGHT-OF-WAY.
21. ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
22. ALL BMPs WITHIN PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE CITY OF WILDOMAR AS A PART OF THE CFD.



SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 1, 7, R4W

NTS

SITE AREA PLAN

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BCR	BEGIN CURB RETURN
C&G	CURB AND GUTTER
CB	CATCH BASIN
CL	CENTERLINE
D.I.	DUCTILE IRON
DWY	DRIVEWAY
ECR	END CURB RETURN
EP	EDGE OF PAVEMENT
EX	EXISTING
FH	FIRE HYDRANT
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISH SURFACE
HP	HIGH POINT
L/LT	LEFT
LP	LOW POINT
PCC	POINT COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PROP.	PROPOSED
R/RT	RIGHT
R/W	RIGHT OF WAY
SBL	SET BACK LINE
STR	STREET
TB	TOP OF BERM
TC	TOP OF CURB
VC	VERTICAL CURVE

INDEX OF SHEETS:

1. TITLE SHEET
2. FIRE ACCESS PLAN

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: BRANDON HUMANN
(951)348-3000
BHUMANN@CATALYSTRETAIL.COM

SCOPE OF WORK

24' WIDE FIRE DEPARTMENT ACCESS LANE WITHIN PROPOSED COMMERCIAL DEVELOPMENT.

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK LOCATION:

BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER RICARDO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

TAIT & ASSOCIATES
Since 1944
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County San Luis Obispo
Sacramento Riverside
Denver Boise
Dallas Atlanta
701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com

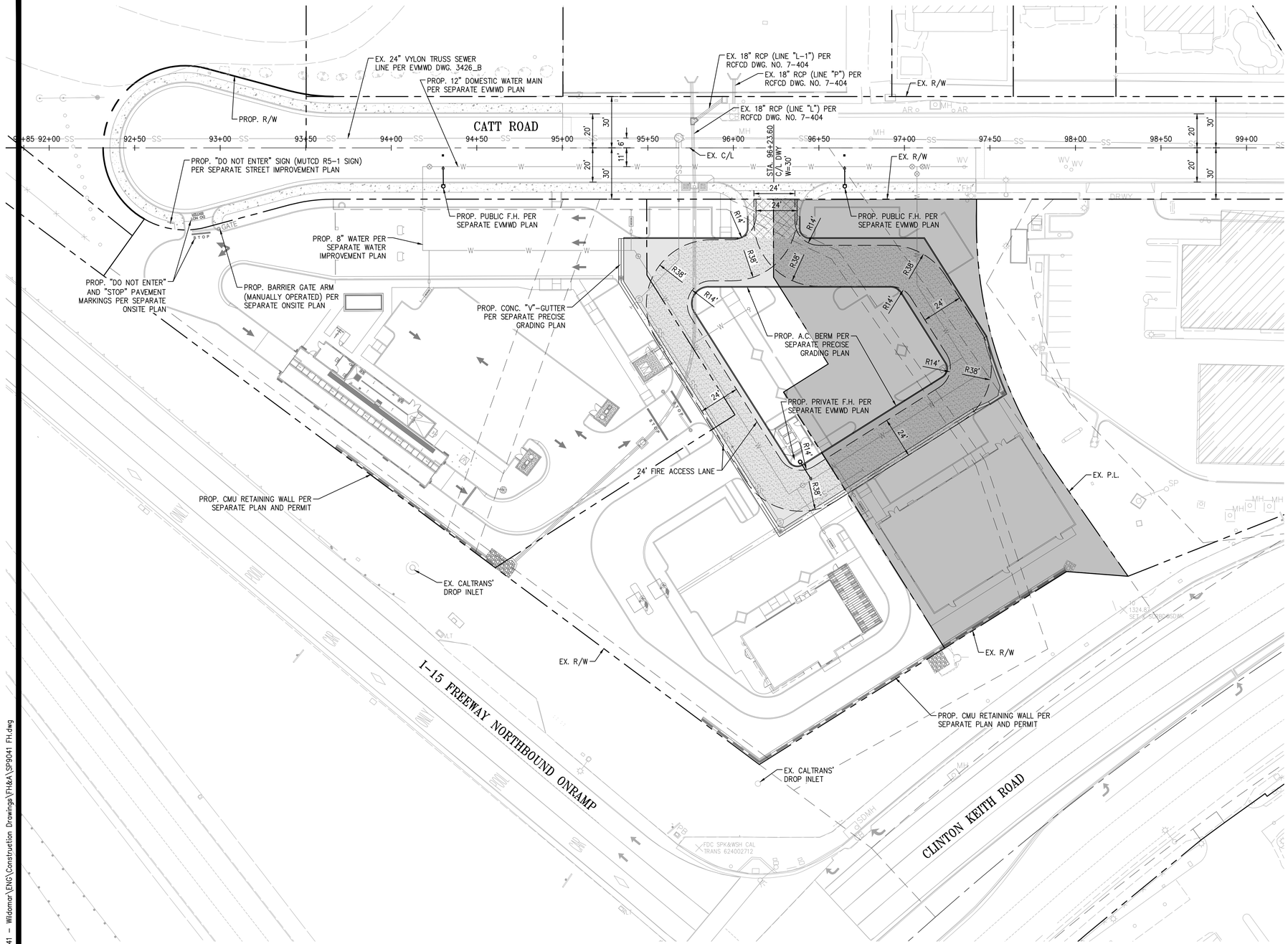
DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

TITLE SHEET

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

Feb. 16, 2024 - 5:45pm by oponzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 TS.dwg



LEGEND

- 200' — FINISHED CONTOUR
- (200') — EXISTING CONTOUR
- RIGHT OF WAY
- STREET CENTERLINE
- EXISTING EASEMENT
- 24' WIDE FIRE ACCESS LANE
- PROPOSED AC PAVEMENT (SURFACED TO BE ALL WEATHER DRIVING)
  4" A.C./13.2" A.B.
  ASSUMED T.I. = 7
  DESIGNED TO SUPPORT 75,000LBS
  REFER TO SEPARATE PRECISE GRADING PLAN FOR PAVING NOTES

SITE AREA PLAN

N

0 30' 60'

SCALE: 1" = 30'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER LEANDRO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

TAIT & ASSOCIATES
Since 1944
701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County Sacramento Denver Dallas
San Luis Obispo Riverside Boise Atlanta

FIRE ACCESS PLAN

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

1st Plan Check Submittal

Feb 16, 2024 - 5:45pm by ogonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 FH.dwg

SEWER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC SDR 35 IS THE SEWER PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN SEWER AND WATER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARDS AND THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.

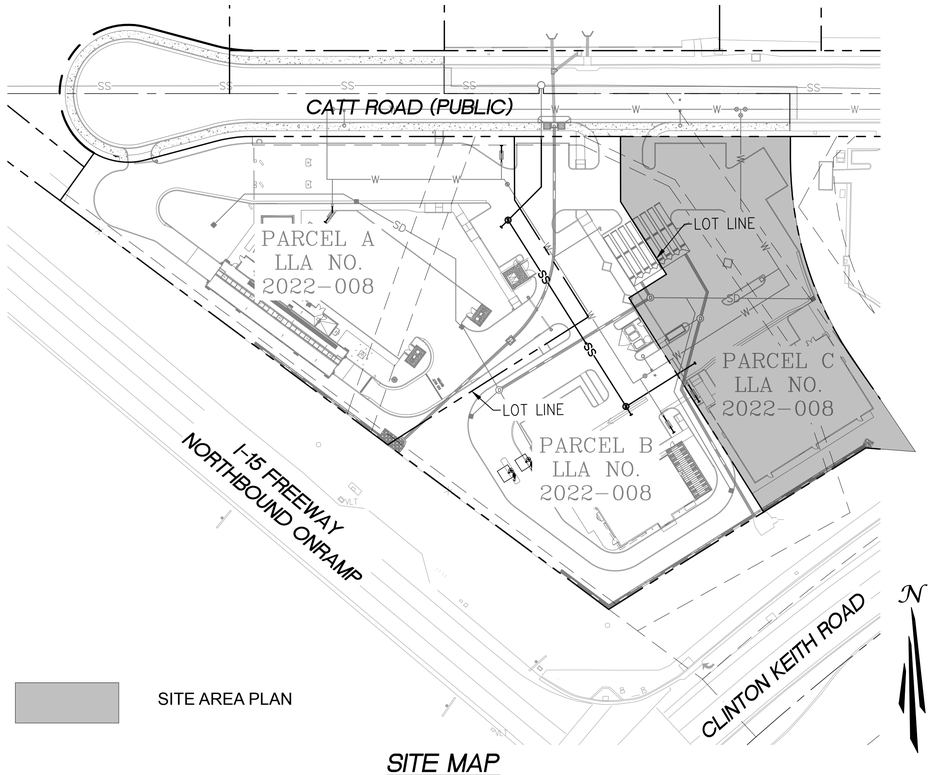
WATER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC CLASS 200 C-900 IS THE TYPE OF PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN WATER AND SEWER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARD AND 2022 EDITION OF THE CALIFORNIA BUILDING CODE.

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CATT CROSSING RETAIL CENTER

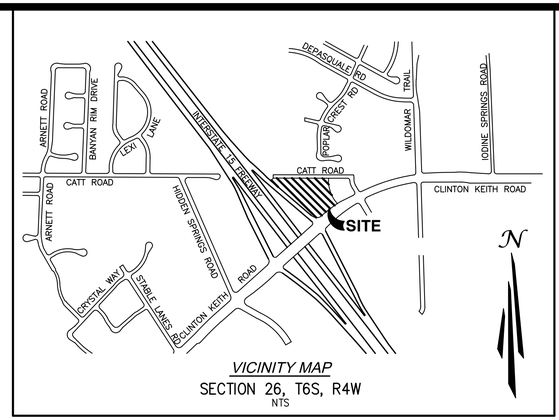
PRIVATE WATER & SEWER PLAN



SITE AREA PLAN

SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 26, T6S, R4W

NTS

INDEX OF SHEETS:

1. TITLE SHEET
2. PRIVATE WATER AND SEWER PLAN

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: MARK R. COOPER
(913) 915-6538
MARKC@CATALYSTRETAIL.COM

CIVIL ENGINEER

TAIT & ASSOCIATES, INC.
701 N. PARKCENTER DR.
SANTA ANA, CA 92705
CONTACT: ALEJANDRO GONZALEZ, P.E.
(714)560-8671
AGONZALEZ@TAIT.COM

GEOTECHNICAL ENGINEER

EARTH STRATA GEOTECHNICAL SERVICES, INC.
42184 REMINGTON AVENUE
TEMECULA, CA 92590
CONTACT: STEPHEN M. POOLE, P.E., G.E.
(951)461-4028

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK LOCATION:

BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

ASSOCIATED PROJECT PERMITS:

- PRECISE GRADING PLAN PERMIT NO.: TBD
- FINAL WQMP PERMIT NO.: TBD
- RETAINING WALL PLAN PERMIT NO.: TBD
- CATT ROAD STREET IMPROVEMENT PLAN PERMIT NO.: TBD
- PUBLIC STORM DRAIN PLAN PERMIT NO.: TBD
- E.V.M.W.D. PLAN PERMIT NO.: TBD
- FIRE HYDRANT AND ACCESS PLAN PERMIT NO.: TBD

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SCOPE OF WORK:

SCOPE OF WORK IS PRIVATE WATER AND SEWER IMPROVEMENTS ONLY.

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: APN: 380-240-052 (AFFECTS PARCEL 2) AND 380-240-001 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063

PARCELS 2 AND 3 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 2, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062

PARCEL 1 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 1, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER IN CONDEMNATION RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS.

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

PREPARED UNDER THE SUPERVISION OF
TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
ALEJANDRO GONZALEZ
No. C94017
CIVIL
STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

TAIT & ASSOCIATES
Since 1944
701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County Sacramento Denver Dallas
San Luis Obispo Riverside Boise Atlanta

TITLE SHEET

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

Feb 16, 2024 - 5:46pm by agonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\UT\SP9041 TS.dwg

PRIVATE SEWER CONSTRUCTION NOTES:

1. CONNECT PRIVATE 8" PVC SDR-35 SEWER PIPE TO SEWER CLEANOUT AND STREET SEWER LATERAL PER SEPARATE EVMWD PLAN – ENG. W.O. #2023-00067.
2. INSTALL 8" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
3. INSTALL 6" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
4. INSTALL SEWER CLEANOUT PER SPPWC STD. PLAN 204-3.
5. INSTALL 48" DIA. PRECAST CONCRETE SEWER MANHOLE PER SPPWC STD. PLAN 200-4.
6. TERMINATE SEWER LINE WITH TEMPORARY END CAP.

PRIVATE DOMESTIC WATER CONSTRUCTION NOTES:

10. CONNECT 2" DOMESTIC WATER PIPE TO PROPOSED 1-1/2" WATER METER.
11. INSTALL 2" PVC SCH-80 PRIVATE DOMESTIC WATER PIPE.
12. INSTALL 2" PVC SCH-80 PRIVATE IRRIGATION WATER PIPE.
13. 1-1/2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.
14. TERMINATE WATER LINE WITH TEMPORARY END CAP.
15. 2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.

SITE AREA PLAN

N

0 20' 40'

SCALE: 1" = 20'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER ALEJANDRO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
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PRIVATE WATER AND SEWER PLAN

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

Feb 16, 2024 - 5:47pm by agonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\UT\SP9041 SWR.dwg

0 30 60 90 feet

SCALE: 1" = 30'

NORTH

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	5	Arbutus x 'Marina' / Marina Strawberry Tree Standard	15 gal.	Moderate
	7	Jacaranda mimosifolia / Jacaranda	15 gal.	Moderate
	27	Lagerstroemia indica 'Red' / Red Crape Myrtle	15 gal.	Moderate
	7	Platanus x acerifolia 'Bloodgood' / Bloodgood London Plane Tree	24" box	Moderate
	8	Prunus cerasifera 'Krauter Vesuvius' / Krauter Vesuvius Purple-leaf Plum	15 gal.	Moderate
	1	Quercus agrifolia / Coast Live Oak	15 gal.	Low
	15	Ulmus parvifolia `True Green` / True Green Elm	24" box	Low

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	81	Agave americana 'Marginata' / Variegated Century Plant	5 gal.	Low
	97	Agave attenuata 'Boutin Blue' / Boutin Blue Foxtail Agave	5 gal.	Low
	342	Anigozanthos x 'Bush Ranger' / Dwarf Bush Ranger Kangaroo Paw	5 gal.	Low
	201	Anigozanthos x 'Tequila Sunrise' / Tequila Sunrise Kangaroo Paw	5 gal.	Low
	353	Callistemon viminalis `Little John` / Dwarf Weeping Bottlebrush	5 gal.	Low
	347	Dianella revoluta `Little Rev` / Little Rev Flax Lily	1 gal	Low
	84	Lantana x 'New Gold' / New Gold Lantana	1 gal.	Low
	96	Leucophyllum candidum 'Thunder Cloud' / Thunder Cloud Texas Sage	5 gal.	Low
	94	Salvia greggii 'Furmans Red' / Furman's Red Autumn Sage	5 gal.	Low
	192	Westringia fruticosa 'Morning Light' / Morning Light Coast Rosemary	5 gal.	Low
	160	Yucca recurvifolia 'Walbristar' / Bright Star Soft Leaf Yucca	5 gal.	Low

VINES/ESPALLIERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	16	Magnolia grandiflora `Little Gem` Espallier / Dwarf Southern Magnolia	15 Gal.	moderate

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING
	171	Convolvulus mauritanicus / Morning Glory	1 gal.	Low	36" o.c.
	104	Lantana montevidensis / Purple Trailing Lantana	1 gal.	Low	42" o.c.
	133	Rosmarinus officinalis 'Prostratus' / Trailing Rosemary	1 gal.	Low	42" o.c.
	79	Senecio serpens / Blue Chalksticks	1 gal.	Low	36" o.c.

COMPLIANCE STATEMENT

I have complied with the criteria of the water use ordinance and applied them accordingly for the efficient use of water in the Landscape design plan.

Rodney Staccalosi 4-3-23

PARKING LOT SHADE CALCULATIONS (62 uncovered spaces)

Symbol	Botanical Name/ Common Name	Qty. @ full shade (Sq. Ft.)	Qty. @ 3/4 Shade (Sq. Ft.)	Qty. @1/2 shade (Sq. Ft.)	Qty. @ 1/4 shade (Sq. Ft.)	Total (Sq. Ft.)
	Canopy structures	NA -	NA -	NA -	NA -	0 SF
	Accent tree 20'	0 @ 314 SF -	0 @ 236 SF -	9 @ 157 SF 1,413	0 @ 79 SF -	1,413 SF
	Parking Lot Shade Tree 25'	0 @ 491 SF -	0 @ 368 SF -	0 @ 246 SF -	0 @ 123 SF -	-SF
	Parking Lot Shade Tree 30'	3 @ 706 SF 2,118	0 @ 530 SF -	1 @ 354 SF 354	11 @ 177 SF 1,947	4,419 SF
	Parking Lot Shade Tree 35'	0 @ 962 SF -	0 @ 722 SF -	0@ 481 SF -	0 @ 240 SF -	- SF
					TOTAL TREE SHADE	5,832 SF
	Paved Area (see hatched area on plan)				TOTAL PARKING AREA =	10,468 SF
					50% SHADE AREA REQUIRED =	5,234 SF
					TOTAL SHADE PROVIDED =	5,832 SF
					PERCENT SHADE =	56%

Water Efficient Landscape Worksheet

HYDROZONE/PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIG. METHOD	IRRIG. EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS (SHRUBS)	.2	DRIP	.81	.25	25,905	6,476	220,832 GAL.
MEDIUM WATER USE PLANTS (TREES)	.5	BUBBLERS	.81	.62	1,560	967	32,975 GAL.
HIGH WATER USE PLANTS	-	-	-	-	-	-	-
				TOTALS	(A) 27,465	(B) 7,443	
						ETWU Total	253,806 GAL.

Maximum Applied Water Allowance (MAWA). MAWA= (ETo) (Conversion factor) ((ETAF)(Landscape Area)) + ((1-ETAF) x SLA)
(55) (.62) (.45 x 27,465) + (1-.45) X 0) =421,450 GALLONS

Estimated Total Water use (ETWU). ETWU= (ETo)) (Conversion factor) ((ETAF) (Area))
(55) (.62) (7,443) = 253,806 GALLONS

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 7,443
Total Area	(A) 27,465
Average ETAF	(B / A) .27

Note:
1. Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.

LANDSCAPE/ PLANTING NOTES

1. All new and existing landscape/planting areas shall receive a uniform 3-4" layer of organic wood chip mulch. Shredded bark (Guerilla hair) is not an acceptable mulch.
2. Landscape planters within 5' of a structure shall have a non-combustible aggregate mulch. Wood chip mulch will not be allowed within 5' of a structure.
3. Contractor shall submit soil samples to the laboratory for analysis and recommendations. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

   Soil analysis should include:
   a. Soil texture;
   b. Infiltration rate determined by laboratory test or soil infiltration rate table;
   c. pH;
   d. Total soluble salts;
   e. Sodium;
   f. Percent organic matter; and
   g. Recommendations.

   The Contractor shall provide Landscape Architect soils analysis results prior to implementing the recommendations. Landscape Architect shall confirm soil amendments application(s).
4. All new plant material shall be irrigated with drip irrigation and a smart controller. Landscape Plans will comply with City of Wildomar Water Conservation Standards.
5. All Landscape areas are to be maintained by the property owner.
6. There shall be a 10' minimum distance between trees and proposed street lights/ power poles. Tree an light pole shall be coordinated to meet this requirement.
7. All trees planted within 6' of pavement or permanent structure shall have a root barrier (24" deep by 16' in length). Root barrier type shall be Deeproot UB-24-2 or equivalent.
8. All trees, at a minimum, shall be 'double staked'. Staking detail shall be provided witth/in the Construction Documents.

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.COM
JEFF LIEDERMAN, ARCHITECT

REGISTERED LANDSCAPE ARCHITECT
Rodney L. Staccalosi
No. 4452
Exp. 05/31/24
STATE OF CALIFORNIA

OLIVE STREET
LANDSCAPE ARCHITECTURE
P.O. Box 2083
Petaluma CA 94952
707-280-8990
OliveStreetLandscape.com
rod@olivestreetlandscape.com

CATT CROSSING - RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA 92595

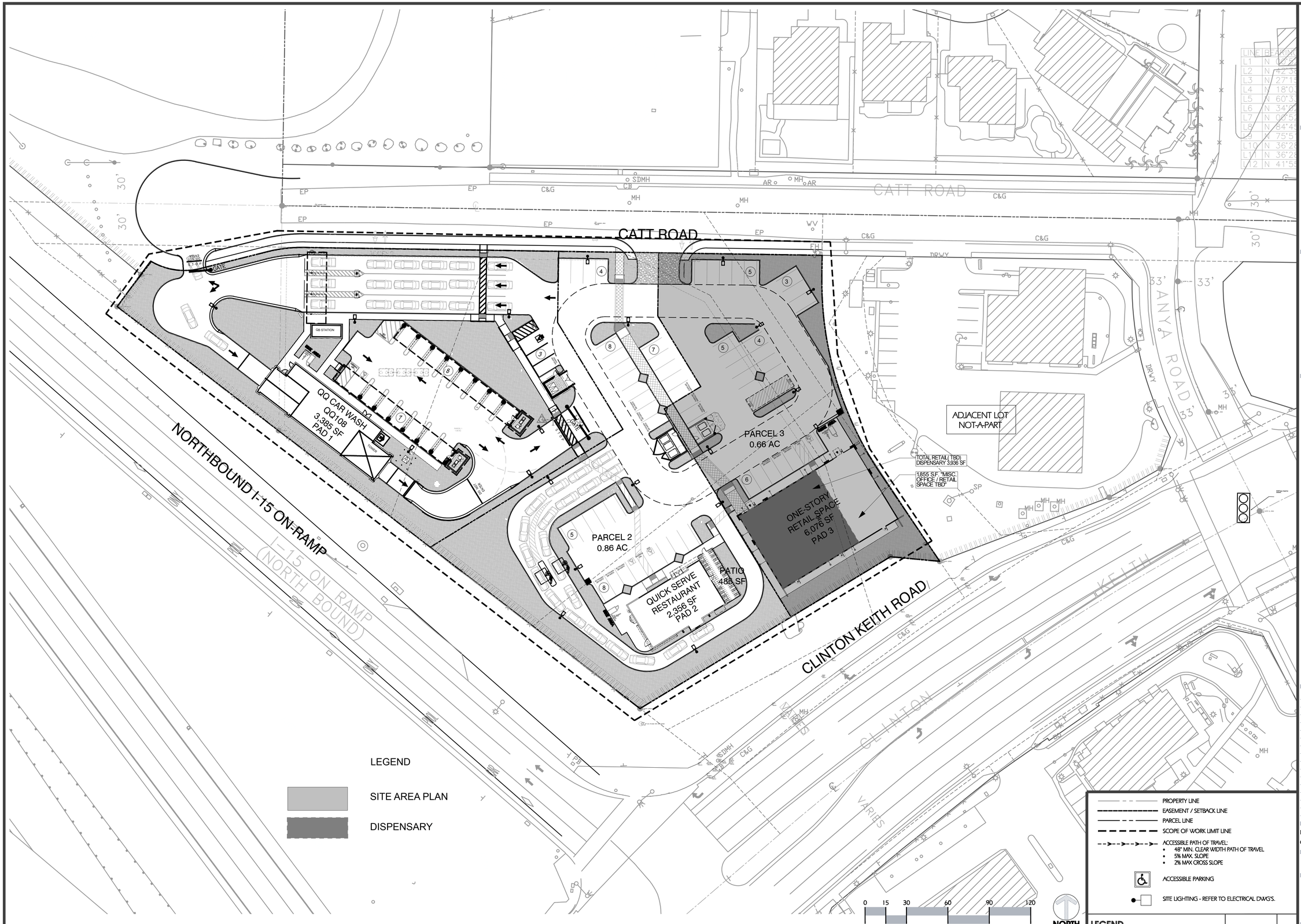
9.26.22	PRELIMINARY DESIGN
1-4-23	PLAN CHECK COMMENTS
03.07.23	CUP RESUBMITTAL
04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

CCG21001.0

LANDSCAPE PLAN

L1



OVERALL SITE PLAN

LEGEND

	1" = 30'
	1

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.COM
JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

CATALYST COMMERCIAL GROUP

CATT CROSSING RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA

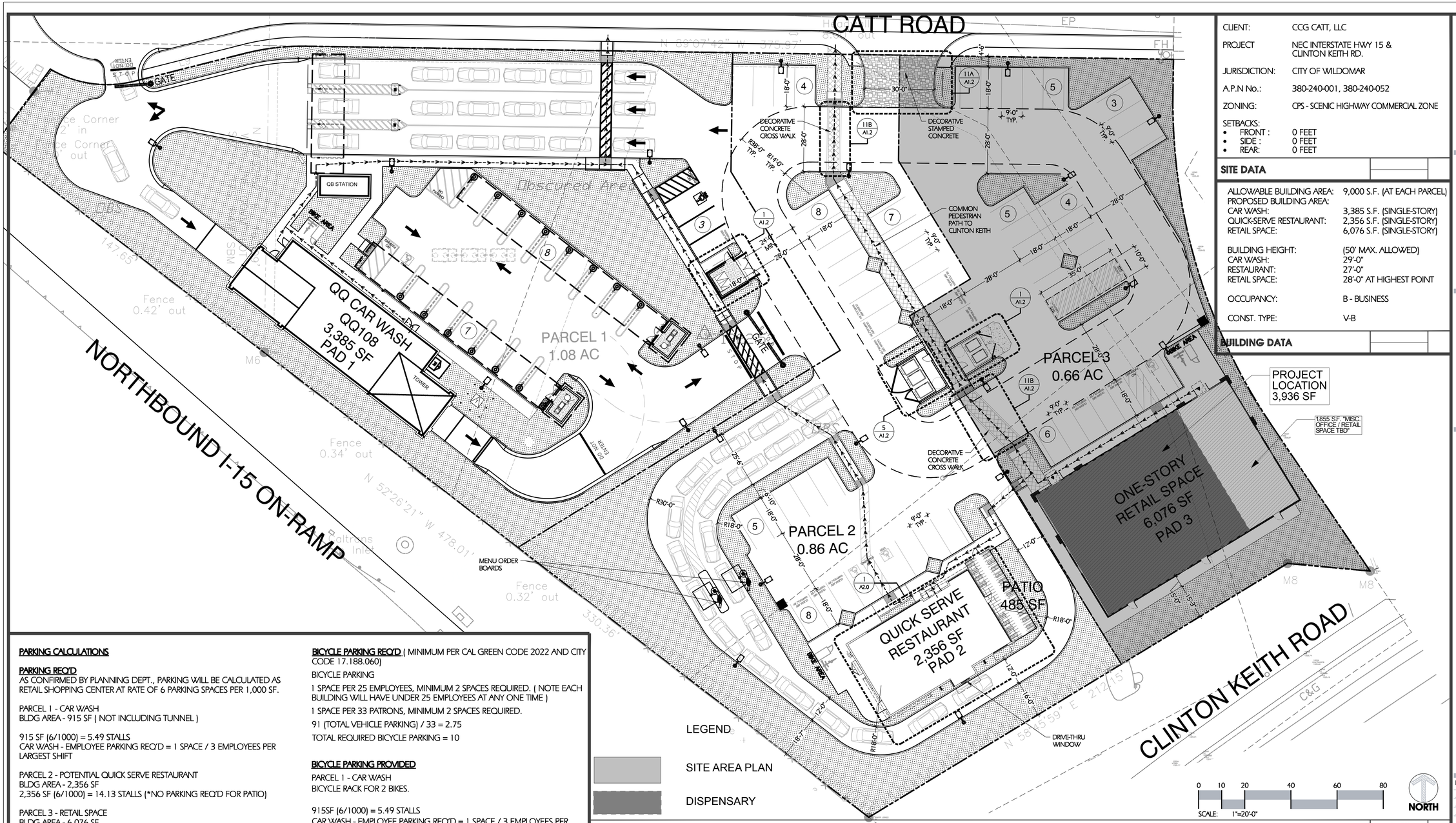
REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

ARCH. PROJECT NO.:
CCG21001.0

SHEET NAME:
OVERALL SITE PLAN

SHEET NUMBER:
A1.0



LEGEND

SITE AREA PLAN

DISPENSARY

ENLARGED SITE PLAN — 1" = 20' — 1

CLIENT:	CCG CATT, LLC
PROJECT	NEC INTERSTATE HWY 15 & CLINTON KEITH RD.
JURISDICTION:	CITY OF WILDOMAR
A.P.N No.:	380-240-001, 380-240-052
ZONING:	CPS - SCENIC HIGHWAY COMMERCIAL ZONE
SETBACKS:	
• FRONT :	0 FEET
• SIDE :	0 FEET
• REAR:	0 FEET

SITE DATA

ALLOWABLE BUILDING AREA:	9,000 S.F. (AT EACH PARCEL)
PROPOSED BUILDING AREA:	
CAR WASH:	3,385 S.F. (SINGLE-STORY)
QUICK-SERVE RESTAURANT:	2,356 S.F. (SINGLE-STORY)
RETAIL SPACE:	6,076 S.F. (SINGLE-STORY)
BUILDING HEIGHT:	(50' MAX. ALLOWED)
CAR WASH:	29'-0"
RESTAURANT:	27'-0"
RETAIL SPACE:	28'-0" AT HIGHEST POINT
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.com
JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

CATT CROSSING RETAIL CENTER

CATALYST COMMERCIAL GROUP

23825 CATT ROAD
WILDOMAR, CA

REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

ARCH. PROJECT NO.: CCG21001.0

SHEET NAME: ENLARGED SITE PLAN

SHEET NUMBER: A1.1

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)
BICYCLE PARKING
1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)
1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.
91 (TOTAL VEHICLE PARKING) / 33 = 2.75
TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.
TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

PARKING CALCS

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
50% OF PARKING AREA REQUIRED
LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

LANDSCAPE AREA BREAKDOWN:

PARCEL 1

SITE AREA =	47,579 SF± (1.09 AC)
LANDSCAPE =	14,466 SF
BLDG AREA =	3,385 SF

PARCEL 2

SITE AREA =	37, 506 SF± (0.86 AC)
LANDSCAPE =	10,542 SF
BLDG AREA =	2,356 SF

PARCEL 3

SITE AREA =	28,883 SF± (0.66 AC)
LANDSCAPE =	5,101 SF
BLDG AREA =	6,076 SF

OVERALL:

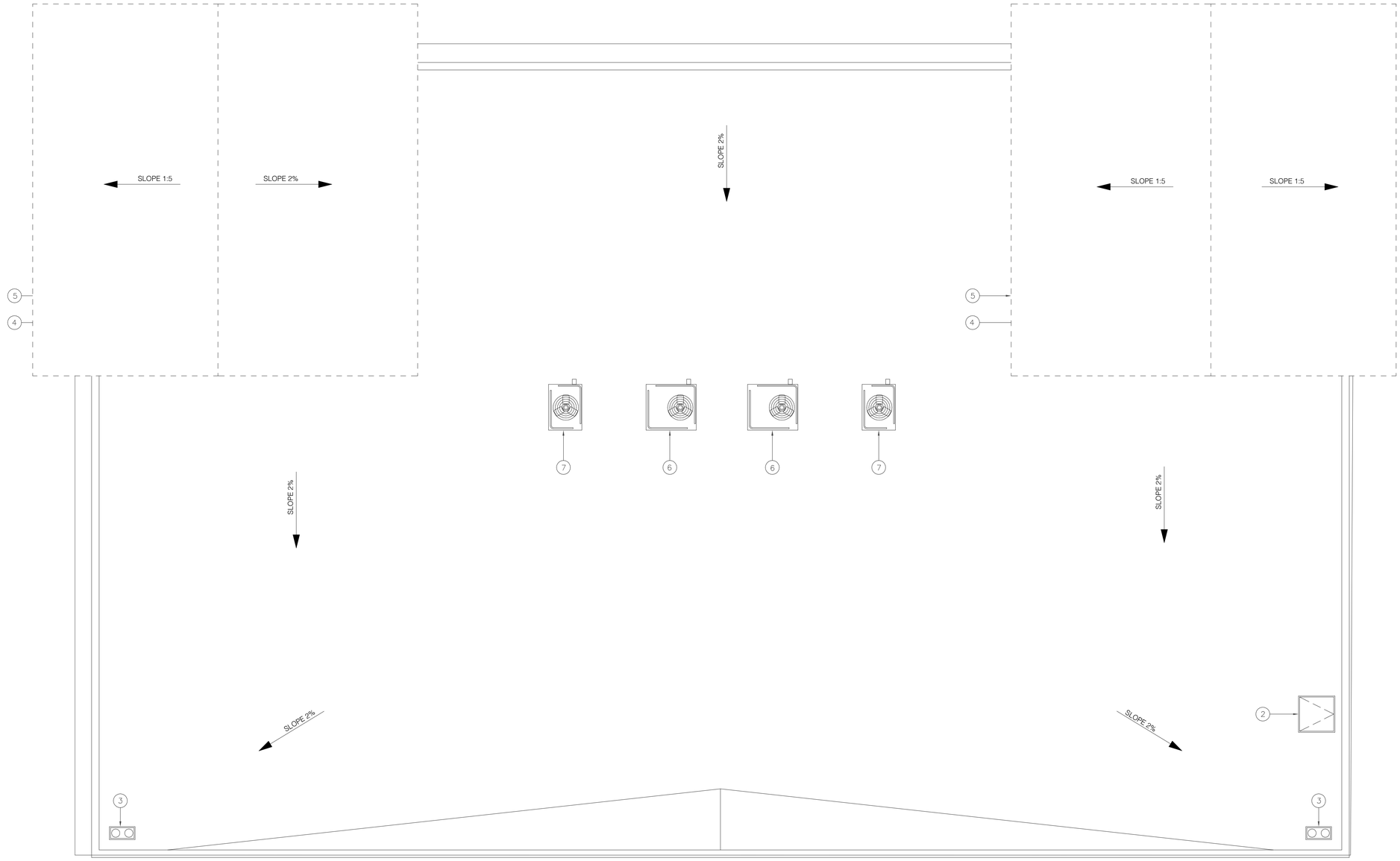
PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LANDSCAPE CALCS

PROPERTY LINE
EASEMENT / SETBACK LINE
PARCEL LINE
ACCESSIBLE PATH OF TRAVEL:
- 48" MIN. CLEAR WIDTH PATH OF TRAVEL
- 5% MAX. SLOPE
- 2% MAX CROSS SLOPE

ACCESSIBLE PARKING
SITE LIGHTING - REFER TO ELECTRICAL DWG'S.
WALL MOUNTED LIGHTS
SCONCES
LANDSCAPE
CONCRETE AT DRIVE AISLE AND PARKING

LEGEND



Legend:

- PARAPET WALL, TYP.
- SLOPE 2% — ROOF SLOPE, TYP.
- (1) CLASS 'A' TORCH DOWN ROOF, TYP.
- (2) ROOF HATCH
- (3) ROOF DRAIN WITH OVERFLOW
- (4) METAL ROOF, TYP.
- (5) METAL ROOF GUTTER WITH DOWNSPOUT, TYP.
- (6) ROOF TOP HVAC PACKAGE UNIT
- (7) HVAC SPLIT SYSTEM COMPRESSOR

PROPOSED ROOF PLAN

SCALE: 1/4" = 1'-0"

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

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PROPOSED ROOF PLAN

13- A-01.3

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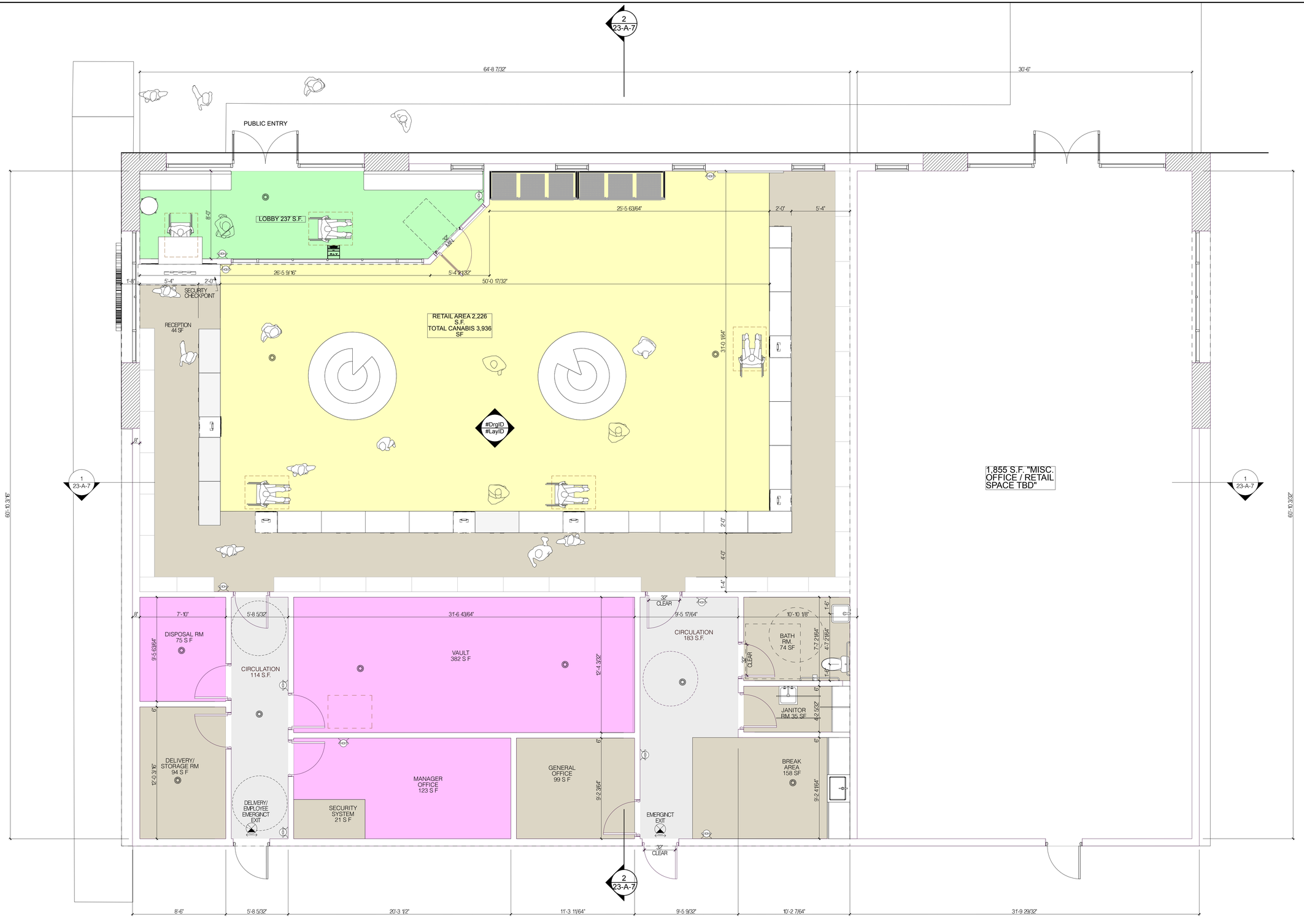

LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

PROPOSED CANNABIS FLOOR PLAN

SCALE: 1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS		BY
R1	JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

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PROPOSED FLOOR PLAN

14-A.02

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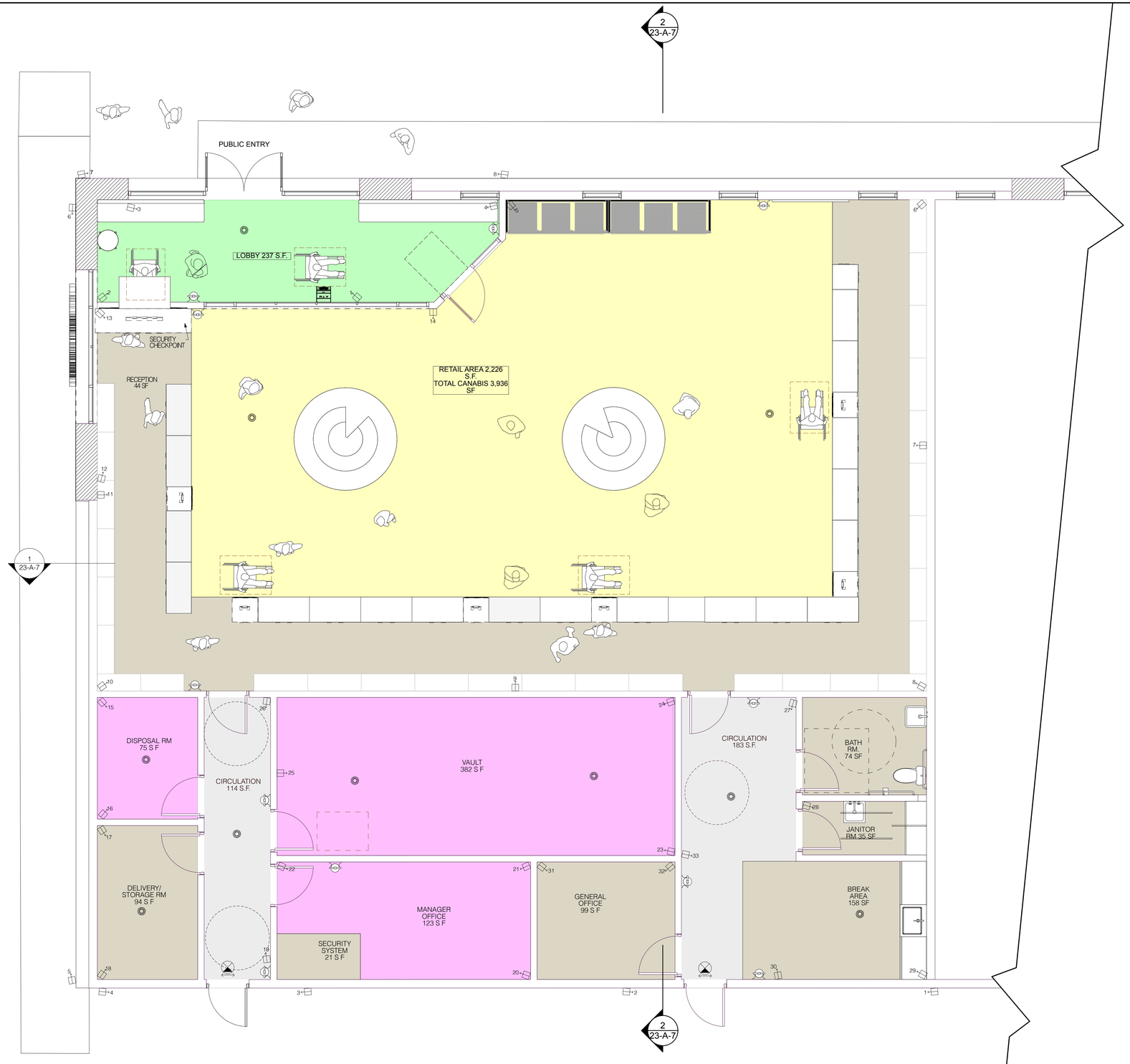

LEGEND

- PUBLIC ACCESS
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- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR
- X — SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

SECURITY FLOOR PLAN

SCALE: 1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
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SECURITY FLOOR PLAN

15-A-02.1

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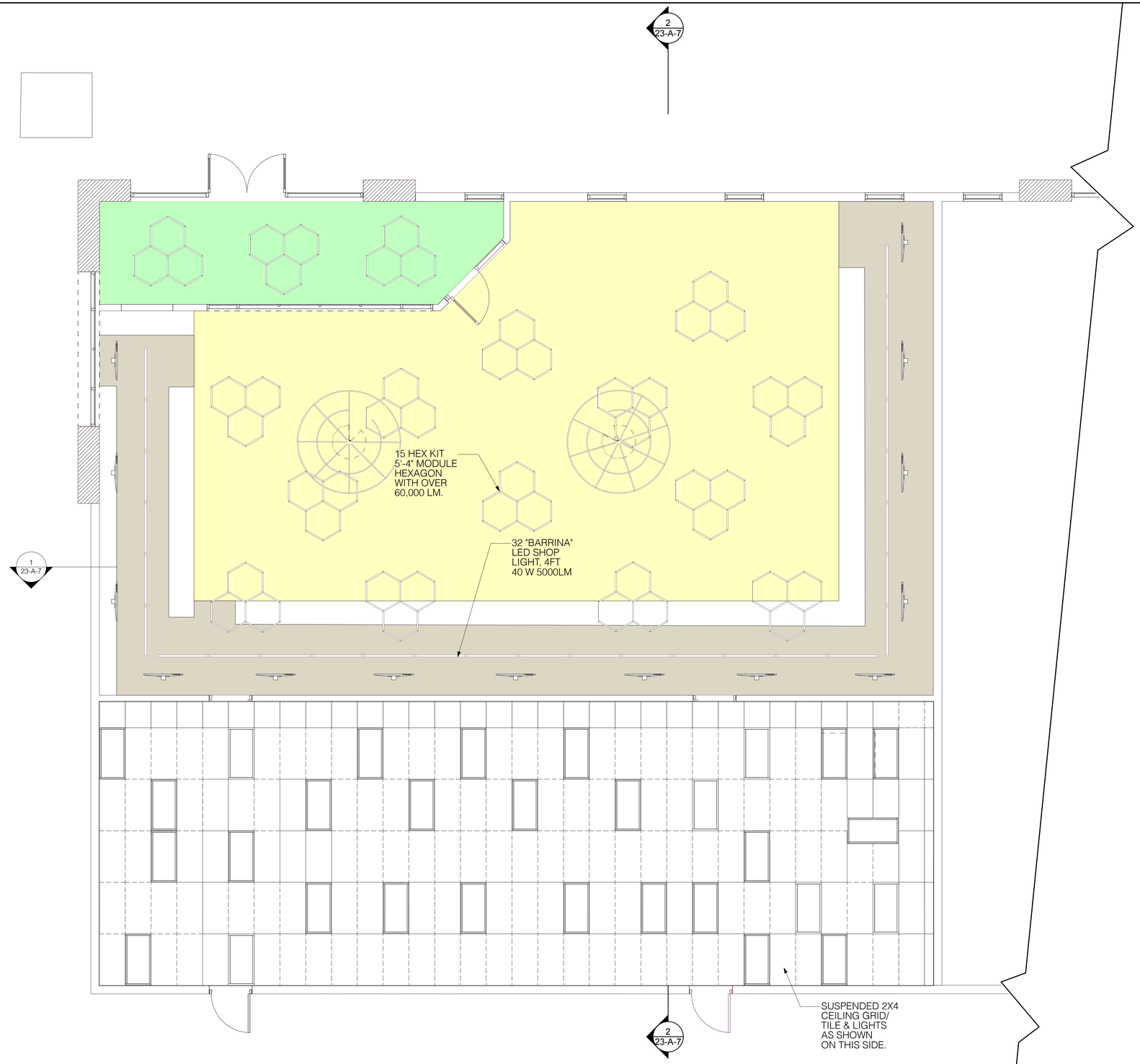

LEGEND

- PUBLIC ACCESS
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- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA.
(33- INSIDE DISPENSER
& 8- OUTSIDE
DISPENSER)

REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

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REFLECTED CEILING PLAN

16-A-03

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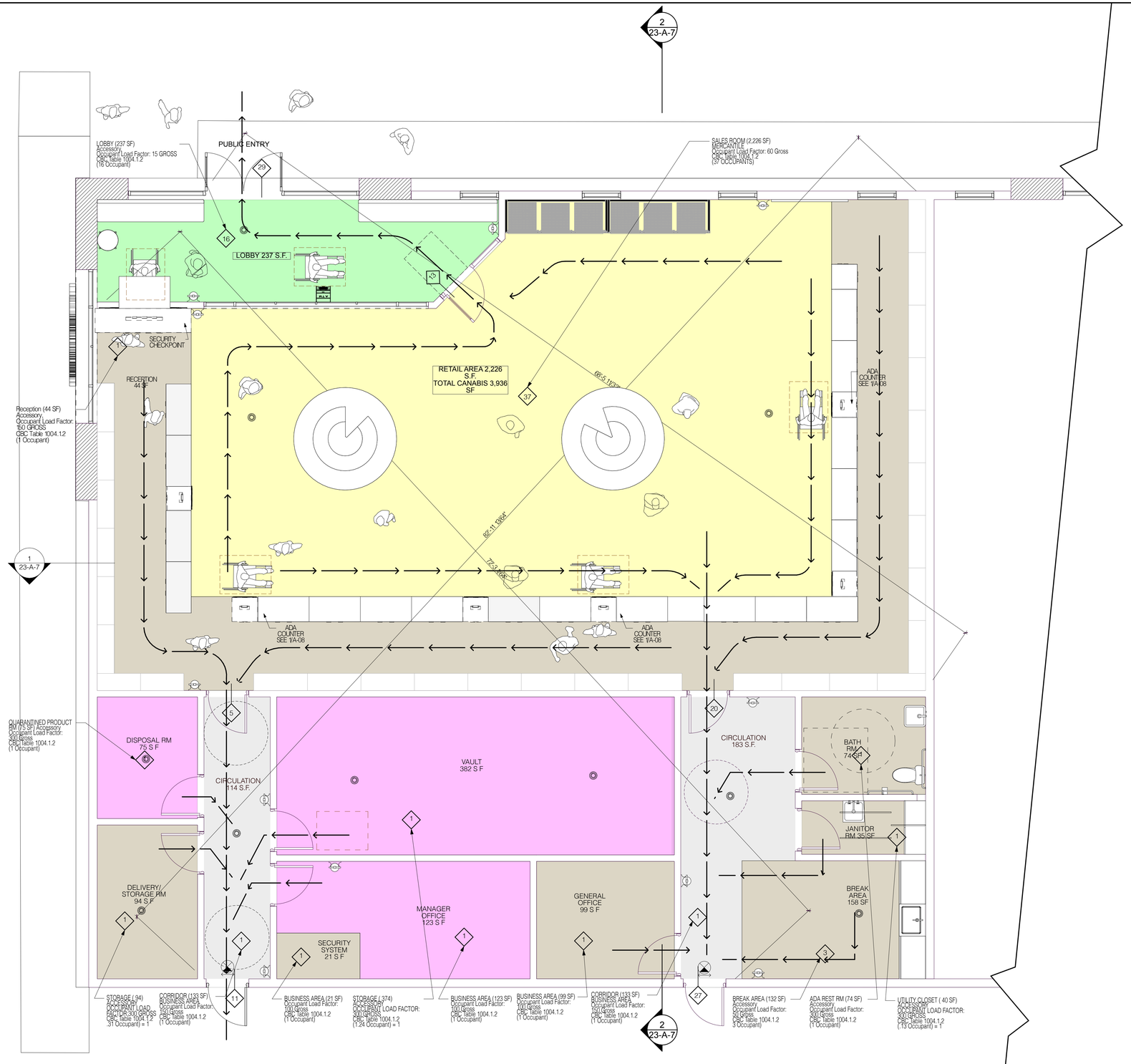

LEGEND

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- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

EGRESS FLOOR PLAN

SCALE: 1/4" = 1'-0"

EGRESS PLAN LEGEND

- FUNCTION OF SPACE: MERCANTILE
- FUNCTION OF SPACE: BUSINESS AREAS
- FUNCTION OF SPACE: ACCESSORY

EGRESS PLAN KEYNOTES

1. TACTILE EXIT SIGN
2. TACTILE EXIT ROUTE SIGN
3. WALL / CEILING MOUNTED EMERGENCY EXIT SIGN

EGRESS & ACCESSIBILITY NOTES

ACCESSIBLE ROUTE - ACCESSIBLE ROUTES SHALL COMPLY WITH CBC SECTION 11B-402. WALKING SURFACES SHALL PROVIDE CLEARANCES COMPLYING WITH CBC SECTION 11B-403.5. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48 PER CBC SECTION 11B-403.3. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. THE CLEAR WIDTH FOR WALKING SURFACES IN CORRIDORS SERVING AN OCCUPANT LOAD OF 10 OR MORE SHALL BE 44 INCHES (1118 MM) MINIMUM. THE CLEAR WIDTH FOR SIDEWALKS AND WALKS SHALL BE 48 INCHES (1219 MM) MINIMUM.

MEANS OF EGRESS - A CONTINUOUS AND UNOBSTRUCTED PATH OF VERTICAL AND HORIZONTAL EGRESS TRAVEL FROM ANY OCCUPIED PORTION OF A BUILDING OR STRUCTURE TO A PUBLIC WAY. A MEANS OF EGRESS CONSISTS OF THREE SEPARATE AND DISTINCT PARTS: THE EXIT ACCESS, THE EXIT AND THE EXIT DISCHARGE. MEANS OF EGRESS SHALL COMPLY WITH CBC CHAPTER 10.

00 **DESIGN OCCUPANT LOAD** - THE NUMBER OF OCCUPANTS WHOM MEANS EGRESS FACILITIES SHALL BE PROVIDED. WHERE OCCUPANTS FROM ACCESSORY AREA EGRESS THROUGH A PRIMARY SPACE, THE CALCULATED OCCUPANT LOAD FOR THE PRIMARY SPACE SHALL INCLUDE THE TOTAL OCCUPANT LOAD OF THE PRIMARY SPACE PLUS THE NUMBER OF OCCUPANTS EGRESSING THROUGH IT FROM THE ACCESSORY AREA.

MINIMUM EGRESS WIDTH - THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES (MM) SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY 0.3 INCHES (7.62 MM) PER OCCUPANT FOR STAIRWAYS AND BY 0.2 INCHES (5.08 MM) PER OCCUPANT FOR OTHER EGRESS COMPONENTS. MULTIPLE MEANS OF EGRESS SHALL BE SIZED SUCH THAT THE LOSS OF ANY ONE MEANS OF EGRESS SHALL NOT REDUCE THE AVAILABLE CAPACITY TO LESS THAN 50 PERCENT OF THE REQUIRED CAPACITY. THE MAXIMUM CAPACITY REQUIRED FROM ANY STORY OF A BUILDING SHALL BE MAINTAINED TO THE TERMINATION OF THE MEANS OF EGRESS. (CBC SEC. 1005.1)

DOOR ENCROACHMENT - DOORS, WHEN FULLY OPENED, AND HANDRAILS SHALL NOT REDUCE THE REQUIRED MEANS OF EGRESS WIDTH BY MORE THAN 7 INCHES (178 MM). DOORS IN ANY POSITION SHALL NOT REDUCE THE REQUIRED WIDTH BY MORE THAN ONE-HALF. OTHER NONSTRUCTURAL PROJECTIONS SUCH AS TRIM AND SIMILAR DECORATIVE FEATURES SHALL BE PERMITTED TO PROJECT INTO THE REQUIRED WIDTH A MAXIMUM OF 1 1/2 INCHES (38 MM) ON EACH SIDE. (CBC SEC. 1005.7)

EGRESS - EGRESS DOORS MUST BE READILY OPENABLE FROM EGRESS SIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. (CBC SEC. 1010.1.9) UNLATCHING ANY DOOR OR LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION. (CBC SEC. 1010.1.9.6)

EXIT SIGNS - EXIT SIGNS SHALL BE INTERNALLY AND EXTERNALLY ILLUMINATED AT ALL TIMES. EXTERNALLY ILLUMINATED EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM (BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR) THAT WILL AUTOMATICALLY ILLUMINATE THE EXIT SIGNS FOR A DURATION OF NOT LESS THAN 90 MINUTES IN CASE OF PRIMARY LOSS. (CBC SEC. 1013.1, 1013.3, 1013.6.3)

EGRESS ILLUMINATION - THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED TO A LEVEL OF NOT LESS THAN 1 FOOTCANDLE (11 LUX) AT THE WALKING SURFACE AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED. (CBC SEC 1008.2.1)

ILLUMINATION EMERGENCY POWER - THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. (CBC SEC 1008.3)

IN THE EVENT OF POWER SUPPLY FAILURE IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE ALL OF THE FOLLOWING AREAS:

1. INTERIOR EXIT ACCESS STAIRWAYS AND RAMPS.
2. INTERIOR AND EXTERIOR EXIT STAIRWAYS AND RAMPS.
3. EXIT PASSAGEWAYS.
4. VESTIBULES AND AREAS ON THE LEVEL OF DISCHARGE USED FOR EXIT DISCHARGE IN ACCORDANCE WITH CBC SECTION 1028.1.
5. EXTERIOR LANDINGS AS REQUIRED BY CBC SECTION 1010.1.6 FOR EXIT DOORWAYS THAT LEAD DIRECTLY TO THE EXIT DISCHARGE. (CBC SEC. 1008.3.2)

6. THE FORCES TO UNLATCH DOORS SHALL COMPLY WITH THE FOLLOWING, SECTION 1010.1.3:

A) WHERE DOOR HARDWARE OPERATES BY PUSH OR PULL, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 15 POUNDS.

B) WHERE DOOR HARDWARE OPERATES BY ROTATION, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 28 INCH-POUNDS.

7. THE FORCE TO OPEN DOORS SHALL COMPLY WITH THE FOLLOWING:

A) FOR INTERIOR SWINGING EGRESS DOORS THAT ARE MANUALLY OPERATED, OTHER THAN DOORS REQUIRED TO BE FIRE RATED, THE FORCE FOR PUSHING OR PULLING OPEN THE DOOR SHALL NOT EXCEED 5 POUNDS.

B) FOR OTHER SWINGING DOORS, SLIDING DOORS OR FOLDING DOORS, AND DOORS REQUIRED TO BE FIRE RATED, THE DOOR SHALL REQUIRE NOT MORE THAN A 30-POUND FORCE TO BE SET IN MOTION AND SHALL MOVE TO A FULL OPEN POSITION WHEN SUBJECTED TO NOT MORE THAN A 15-POUND FORCE.

THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CBC SECTION 2702. (CBC SEC 1008.3.4)

ILLUMINATION LEVEL UNDER EMERGENCY POWER. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF I FOOT CANDIE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOT CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT CANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOT CANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED. (CBC SEC. 1008.3.5)

THIS FACILITY WILL NOT UTILIZE DELAYED EGRESS COMPONENTS OR SYSTEMS.

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

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SHEET TITLE

EGRESS FLOOR PLAN

17- A-04

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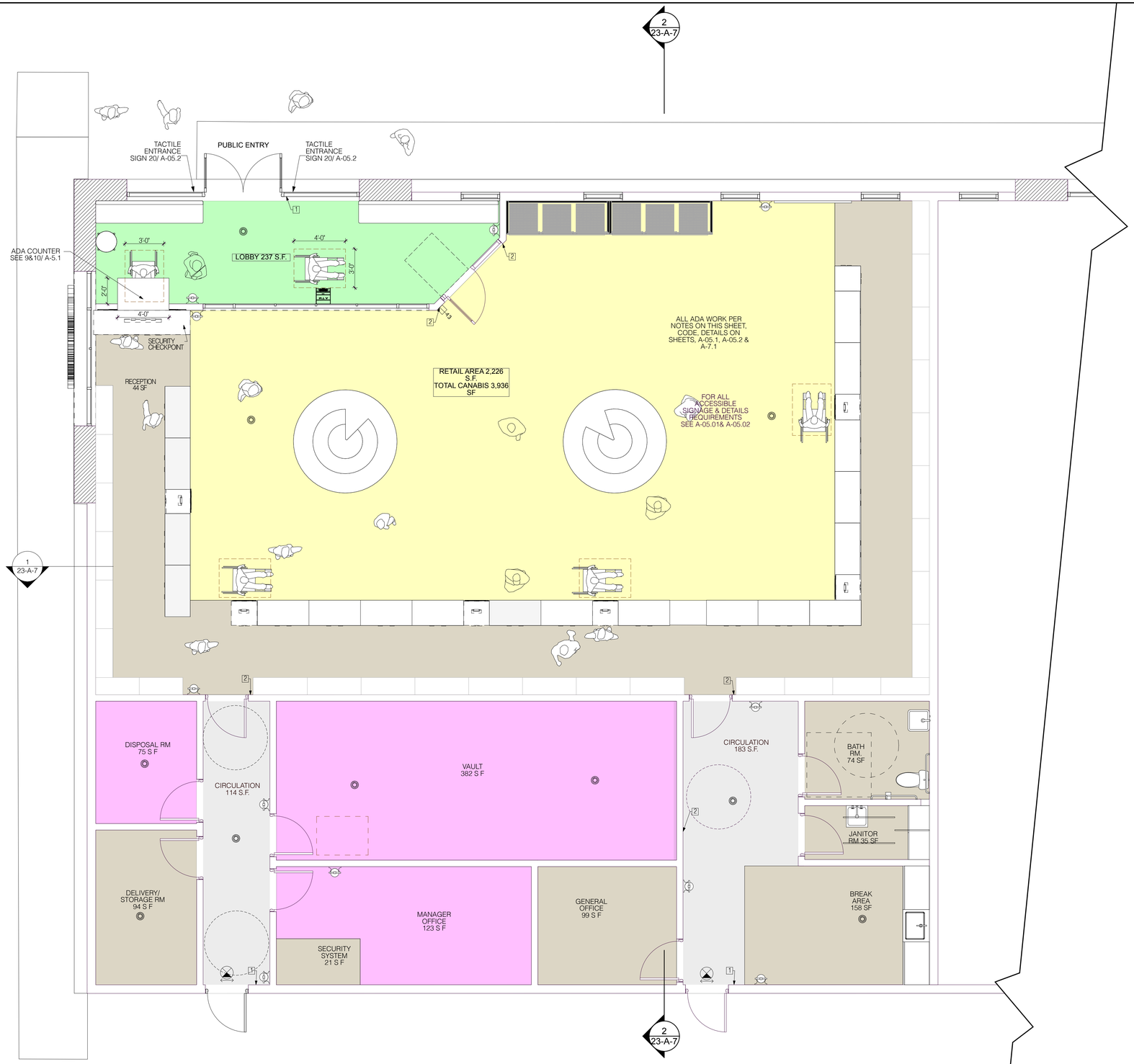

LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

1 TACTILE EXIT SIGN-15/ A-05.2

2 TACTILE EXIT ROUTE SIGN-16/ A-05.2

ACCESSABILITY FLOOR PLAN

SCALE: 1/4" = 1'-0"

N

ACCESSIBILITY PLAN LEGEND

ACCESSIBILITY CLEARANCES (See Accessibility Notes and General Conditions)

All clearances shall comply with CBC 2019 Chapter 11B.

ACCESSIBLE ROUTE

ACCESSIBLE REACH RANGES NOTES

1. REACH RANGES SHALL COMPLY WITH CBC SEC 11B-308
2. UNOBSTRUCTED FORWARD REACH:
2.1. HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES AND LOW FORWARD REACH SHALL BE A MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
3. OBSTRUCTED HIGH REACH:
3.1. WHERE REACH DEPTH IS A MAXIMUM 20 INCHES, HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES ABOVE FINISHED FLOOR.
3.2. WHERE REACH DEPTH EXCEEDS 20 INCHES, HIGH FORWARD REACH MAXIMUM SHALL BE 44 INCHES AND REACH DEPTH MAXIMUM SHALL BE 25 INCHES.
3.3. CLEAR FLOOR SPACE EXTENDING UNDERNEATH OBSTRUCTION ELEMENTS FOR A DISTANCE NOT LESS THAN REQUIRED REACH DEPTH OVER OBSTRUCTION.
4. WHERE A PARALLEL APPROACH IS ALLOWED, UNOBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.1
4.1. HIGH SIDE REACH SHALL BE A MAXIMUM OF 48 INCHES AND MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
5. WHERE PARALLEL APPROACH IS ALLOWED, OBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.2
5.1. HEIGHT OF OBSTRUCTION 34 INCHES MAXIMUM.
5.2. DEPTH OF OBSTRUCTION 24 INCHES MAXIMUM.
5.3. WHERE REACH DEPTH IS A MAXIMUM OF 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE48 INCHES.
5.4. WHERE REACH DEPTH EXCEEDS 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE 46 INCHES AND REACH DEPTH MAXIMUM SHALL BE 24 INCHES.

ACCESSIBILITY NOTES

1. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES, PUBLIC STREETS AND SIDEWALKS, AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. WHERE MORE THAN ONE ROUTE IS PROVIDED, ALL ROUTES MUST BE ACCESSIBLE. (CBC SEC. 11B-206.2.1)
2. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDINGS, ACCESSIBLE FACILITIES, ACCESSIBLE ELEMENTS, AND ACCESSIBLE SPACES THAT ARE ON THE SAME SITE. (CBC SEC. 11B-206.2.2)
3. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDING OR FACILITY ENTRANCES WITH ALL ACCESSIBLE SPACES AND ELEMENTS WITHIN THE BUILDING OR FACILITY, INCLUDING MEZZANINES, WHICH ARE OTHERWISE CONNECTED BY A CIRCULATION PATH UNLESS EXEMPTED BY CBC 2019 SECTION 11B206.2.3 EXCEPTIONS 1 THROUGH 7. (CBC SEC. 11B-206.2.4)
4. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864 MM) MINIMUM AND 44 INCHES (1118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. WHERE SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. (CBC SEC.11B-404.2.7)
5. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS (22.2 N) MAXIMUM. (CBC SEC. 11B-309.4)
6. DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES (813 MM) MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (914 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (864 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (864 MM) AND 80 INCHES (2032 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES (102 MM). (CBC SEC. 11B-404.2.3)
7. MINIMUM MANEUVERING CLEARANCES AT DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B- 404.2.4, FIGURE 11B-404.2.4.1 AND TABLE 11B- 404.2.4.1. MANEUVERING CLEARANCES SHALL EXTEND THE FULL WIDTH OF THE DOORWAY AND THE REQUIRED LATCH SIDE OR HINGE SIDE CLEARANCE. (CBC SEC. 11B-404.2.4)
8. FLOOR OR GROUND SURFACE WITHIN REQUIRED MANEUVERING CLEARANCES SHALL BE STABLE, FIRM, AND SLIP RESISTANT IN COMPLIANCE WITH CBC SECTION 11B-302. CHANGES IN LEVEL ARE NOT PERMITTED. (CBC SEC. 11B-404.2.4.4)
9. MANEUVERING CLEARANCES FOR FORWARD APPROACH SHALL BE PROVIDED WHEN ANY OBSTRUCTION WITHIN 18 INCHES (457 MM) OF THE LATCH SIDE AT AN INTERIOR DOORWAY, OR WITHIN 24 INCHES (610 MM) OF THE LATCH SIDE OF AN EXTERIOR DOORWAY, PROJECTS MORE THAN 8 INCHES (203 MM) BEYOND THE FACE OF THE DOOR, MEASURED PERPENDICULAR TO THE FACE OF THE DOOR OR GATE. (CBC SEC. 11B- 404.2.4.3 AND FIG 11B- 404.2.4.3)
10. THRESHOLDS, IF PROVIDED AT DOORWAYS, SHALL BE AS FOLLOWS: CHANGES IN LEVEL OF 1/4 INCH (6.4 MM) HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL AND WITHOUT EDGE TREATMENT (CBC SEC. 11B-303.2) AND CHANGES IN LEVEL BETWEEN 1/4 INCH (6.4 MM) HIGH MINIMUM AND 1/2 INCH (12.7 MM) HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2 (CBC SEC. 11B-303.3)
11. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES (254 MM) OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH (1.6 MM) OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED. (CBC SEC. 11B-404.2.10)
12. THE FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATE SHALL BE AS FOLLOWS: INTERIOR HINGED DOORS AND GATES: 5 POUNDS (22.2 N) MAXIMUM. SLIDING OR FOLDING DOORS: 5 POUNDS (22.2 N) MAXIMUM. REQUIRED FIRE DOORS: THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 POUNDS (66.7 N). EXTERIOR HINGED DOORS: 5 POUNDS (22.2 N) MAXIMUM. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION. (CBC SEC. 11B-404.2.9)
13. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. (CBC SEC. 11B-403.5.1)
14. EMPLOYEE WORKSTATIONS SHALL BE ON AN ACCESSIBLE ROUTE COMPLYING WITH DIVISION 4. SPACES AND ELEMENTS WITHIN EMPLOYEE WORKSTATIONS SHALL ONLY BE REQUIRED TO COMPLY WITH CBC SECTIONS 11B-207.1, 11B-215.3, 11B-302, 11B-303, 11B-308.1.1, 11B-308.1.2, AND 11B- 404.2.3 UNLESS EXEMPTED BY OTHER PARTS OF THIS CODE. COMMON USE CIRCULATION PATHS WITHIN EMPLOYEE WORKSTATIONS SHALL COMPLY WITH SECTION 11B-206.2.8. (CBC SEC. 11B-203.9)
15. THE CLEAR WIDTH SHALL BE PERMITTED TO BE REDUCED TO 32 INCHES (813 MM) MINIMUM FOR A LENGTH OF 24 INCHES (610 MM) MAXIMUM PROVIDED THAT REDUCED WIDTH SEGMENTS ARE SEPARATED BY SEGMENTS THAT ARE 48 INCHES (1219 MM) LONG MINIMUM AND 36 INCHES (914 MM) WIDE MINIMUM. (CBC SEC.11B-403.5.1, EXCEPTION 1)
16. EXTERIOR EXIT DOORS SHALL HAVE A SIGN POSTED ABOVE STATING: THIS DOOR TO REMAIN UNLOCKED WHILE BUSINESS IS OCCUPIED.
17. PROVIDE PANIC HARDWARE AT EXIT DOORS WHERE NOTED.
18. MEANS OF EGRESS DOORS SHALL BE READILY DISTINGUISHABLE FROM THE ADJACENT CONSTRUCTION & FINISHES SUCH THAT THE DOORS ARE EASILY RECOGNIZED. MIRRORS OR SIMILAR REFLECTING MATERIALS SHALL NOT BE USED ON MEANS OF EGRESS DOORS. MEANS OF EGRESS DOORS SHALL NOT BE CONCEALED BY CURTAINS, DRAPES, DECORATIONS OR SIMILAR MATERIALS. (CBC SEC. 1010.1)
19. GATES USED AS A COMPONENT IN A MEANS OF EGRESS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS FOR DOORS. (CBC SEC. 1010.2)
20. DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM. (CBC SEC. 11B-404.2.8.1)

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
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SHEET TITLE

ACCESSABILIT Y FLOOR PLAN

18-A-05

SHEET 18 OF25

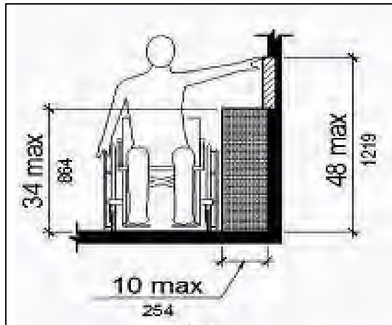
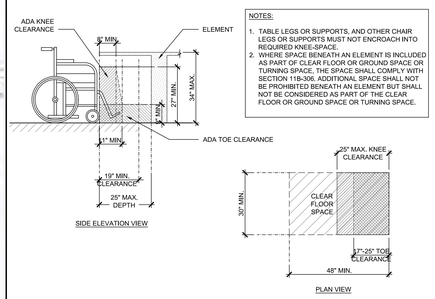
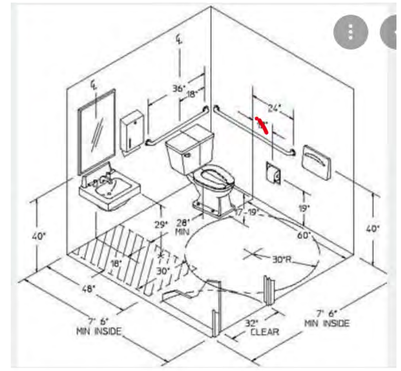
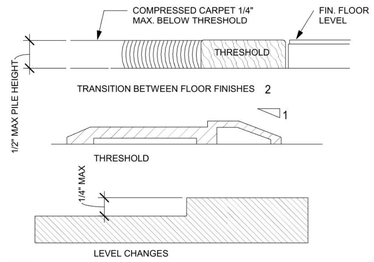


FIGURE *11B*-308.3.2

17 | 13 | 9 | 5 | 1







NOTES:
1. MAXIMUM HEIGHT NOT TO EXCEED 1/2" IN ALL TYPES OF THRESHOLDS
2. 1:2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERTICAL LEVEL CHANGE
3. 1/4" MAXIMUM VERTICAL LEVEL CHANGE AT FACE

18 | 14 | 10 | 6 | 2

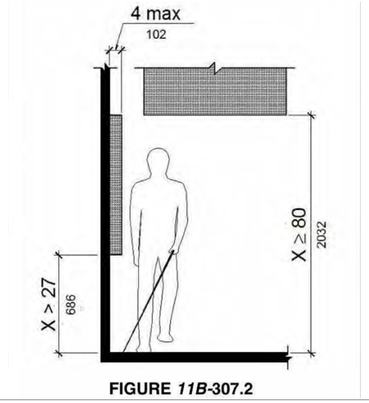


FIGURE *11B*-307.2

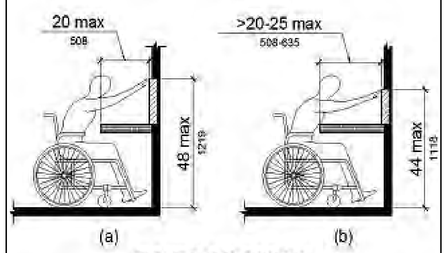
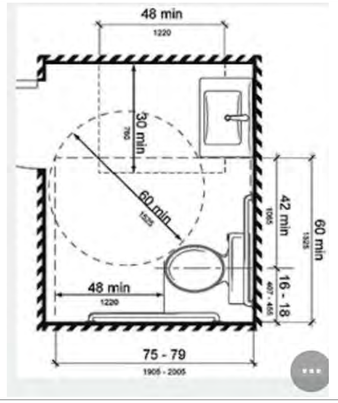
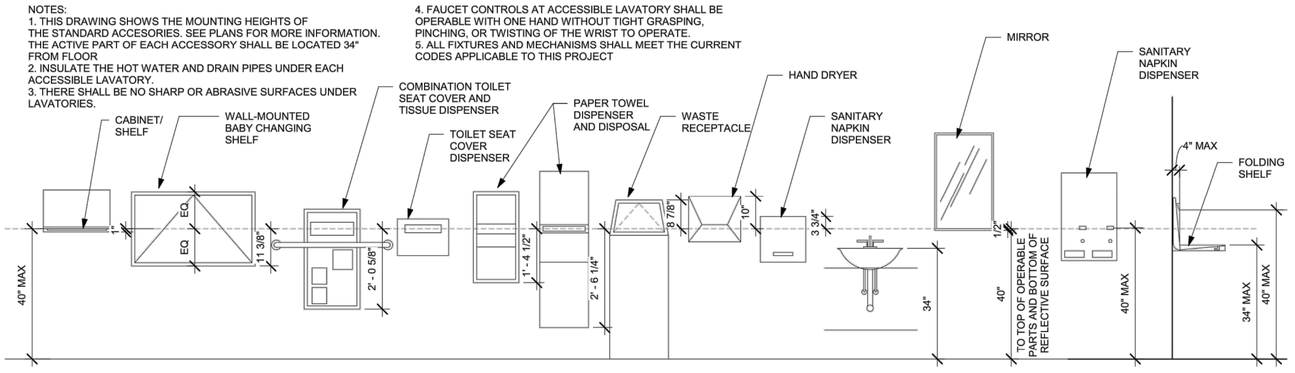


FIGURE *11B*-308.2.2

OBSTRUCTED HIGH FORWARD REACH





19 | 15 | 11 | 7 | 3

20 | 16 | 12 | 8 | 4

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE.
UNIT 106B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

611 SIDEWINDER RD. N.
WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

PROJECT NO: 0220603
MODEL FILE:
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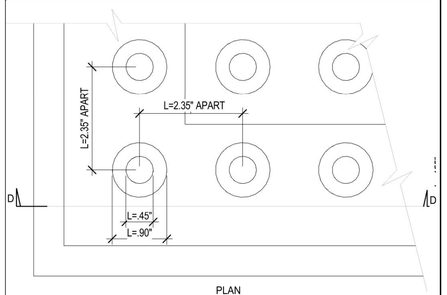
SHEET TITLE

TYPICAL ADA DETAILS

19-A-5.1

SHEET 19 OF 24

702



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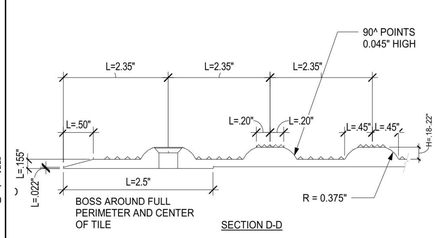
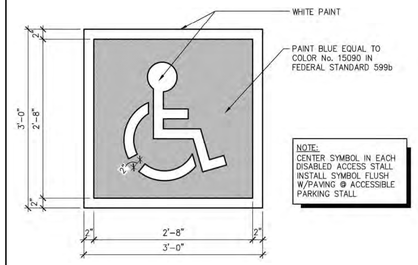
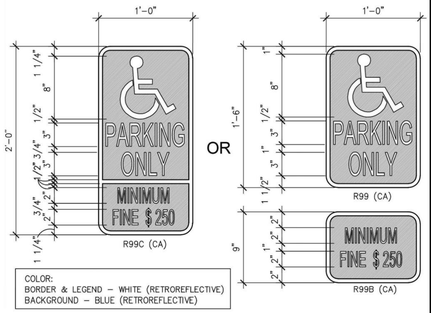


TRUNCATED DOME/ ADHESIVE 13

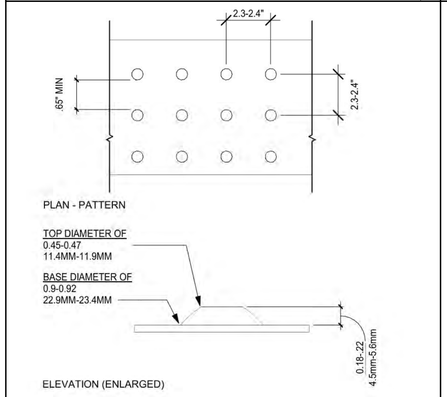
NO PARKING PAINTED MARKING 9



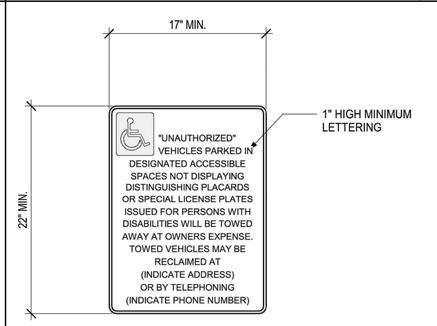
ACCESSIBLE STALL SYMBOL 5



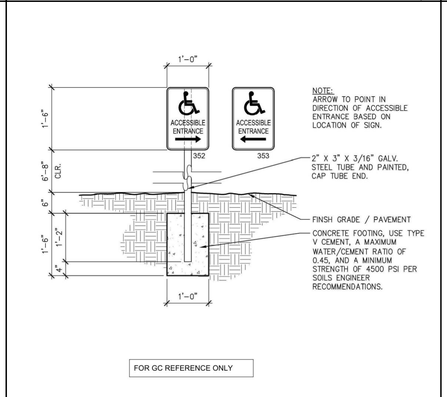
ACCESSIBLE SIGNS 1



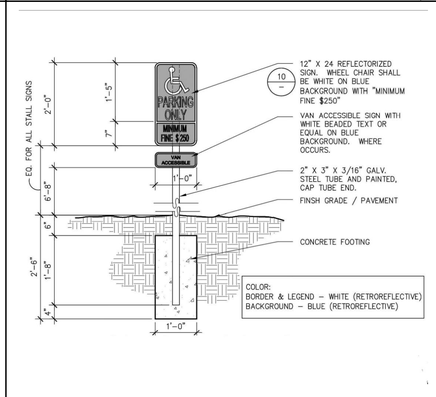
TRUNCATED DOME PATTERN 18



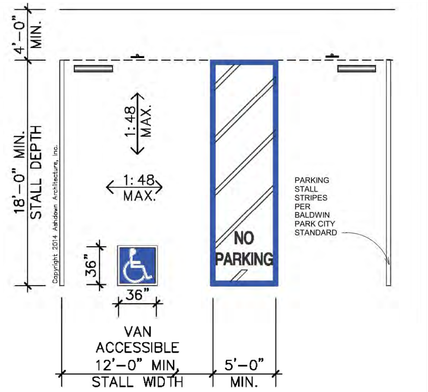
ACCESSIBLE WARNING SIGN 14



ACCESSIBLE DIRECTION SIGN 10



VAN ACCESSIBLE SIGNAGE 6



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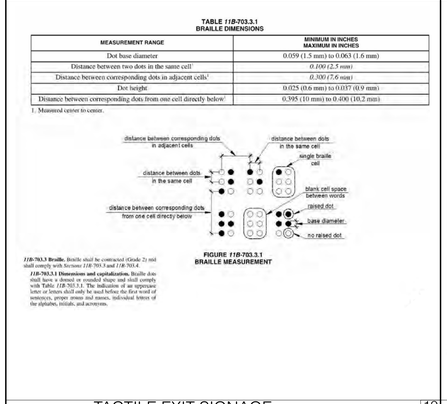
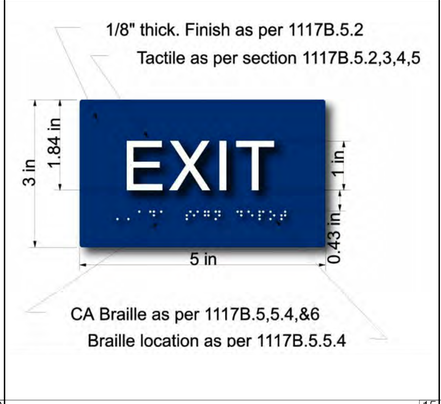


TACTILE EXIT SIGNAGE 19



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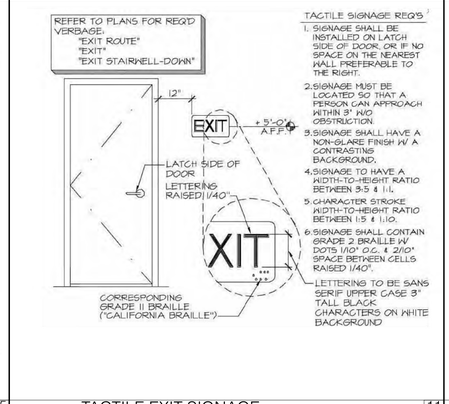
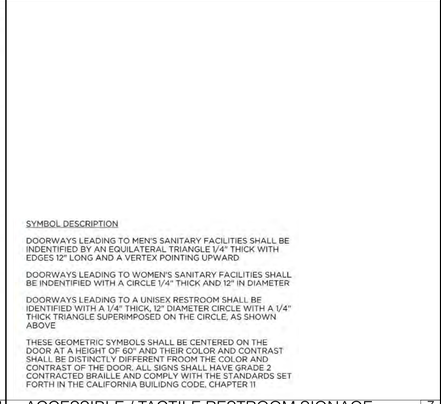
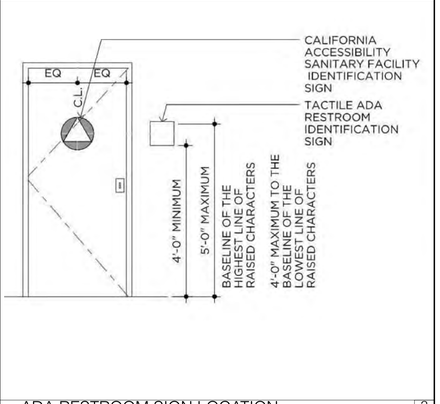


TACTILE EXIT SIGNAGE 11

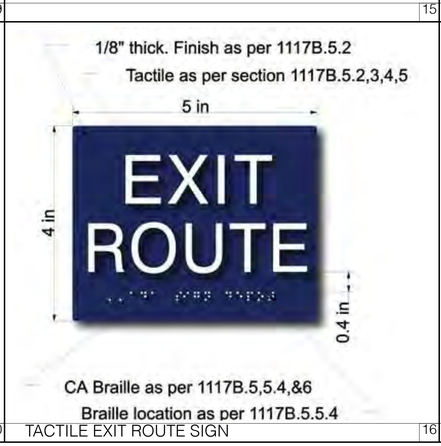


ACCESSIBLE / TACTILE RESTROOM SIGNAGE 7

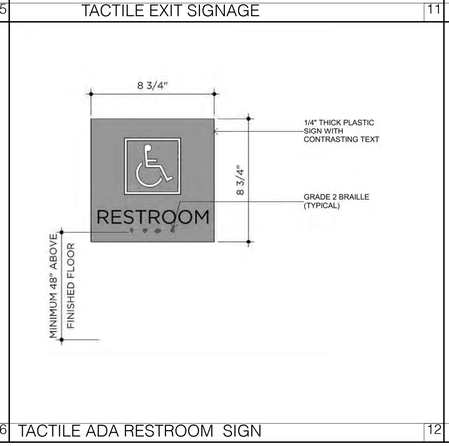


ADA RESTROOM SIGN LOCATION 3

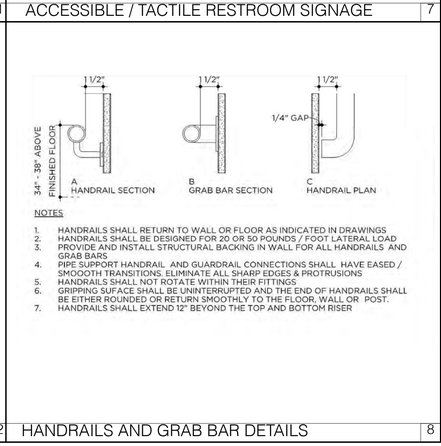
TACTILE ACCESSIBLE ENTRANCE SIGN 20



TACTILE EXIT ROUTE SIGN 16



TACTILE ADA RESTROOM SIGN 12



HANDRAILS AND GRAB BAR DETAILS 8

ACCESSIBILITY STANDARD ACCESS SIGN 4

The Cake House
CAKE ENTERPRISES, INC
350 W NINTH AVE.
UNIT 106B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

611 SIDEWINDER RD. N.
WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

PROJECT NO: 0220603
MODEL FILE:
CATT ROAD April 12, 24.pln
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SHEET TITLE

ADA TYPICAL DETAILS

20-A-5.2

SHEET 20 OF 24

703

Proposed West Elevation

1/8"=1'-0"

Proposed South Elevation

1/8"=1'-0"

Proposed East Elevation

1/8"=1'-0"

Proposed North Elevation

1/8"=1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
R1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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ELEVATIONS

21-A-6

SHEET 21 OF25

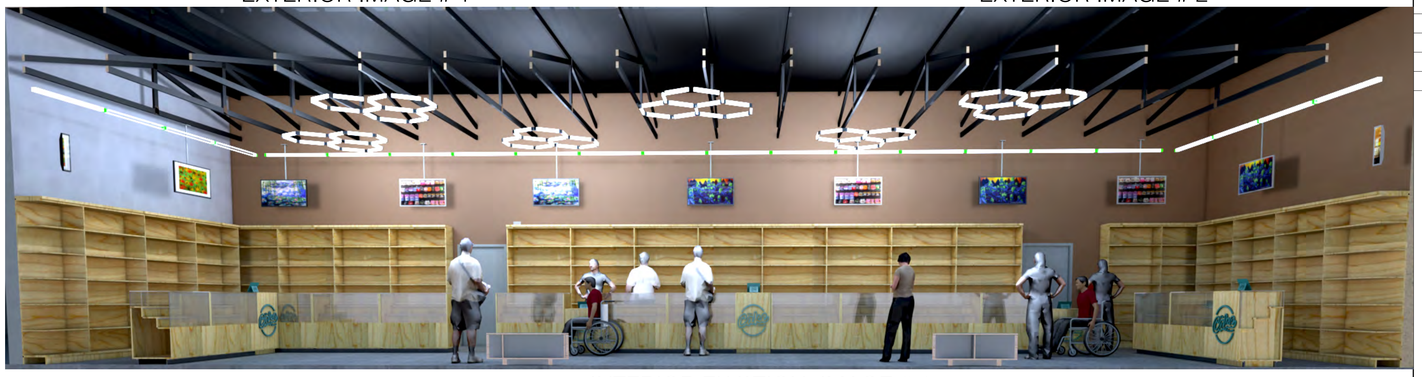
INTERIOR IMAGE # 1

INTERIOR IMAGE # 2

INTERIOR IMAGE # 3

EXTERIOR IMAGE # 1

EXTERIOR IMAGE # 2



INTERIOR ELVATION IMAGE # 1

INTERIOR ELVATION IMAGE # 2

INTERIOR IMAGE # 4

INTERIOR IMAGE # 5

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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SHEET TITLE

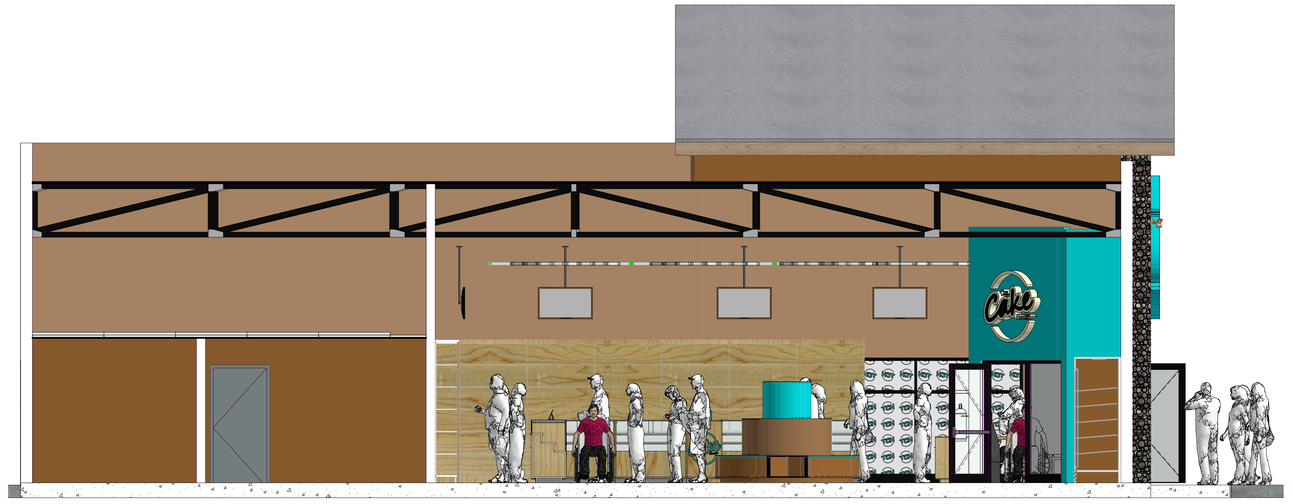
DIPENSARY PRESPECTIVES

22-A-6.1 PRESPECTIVES

SHEET 22 OF25

BUILDING SECTION A

SCALE: 1/4" = 1'-0"



BUILDING SECTION B

SCALE: 1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

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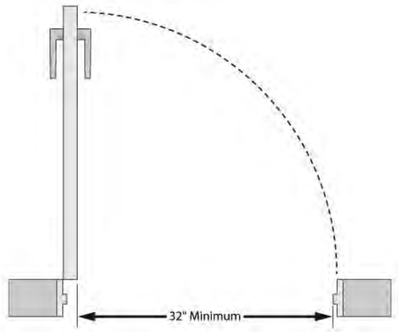
SHEET TITLE

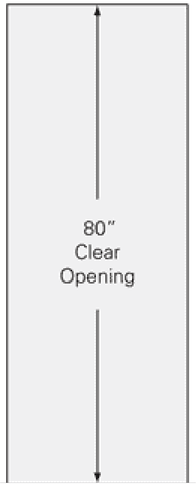
BUILDING SECTIONS

23-A-7

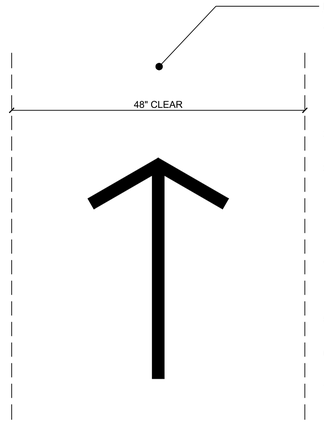
SHEET 23 OF25



DOOR MIN OPENING



MIN HIGHT

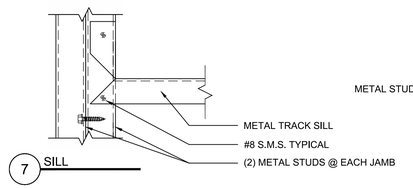


PATH OF TRAVEL NOTES

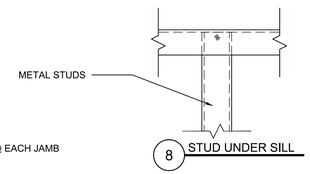
1. ACCESSIBLE ROUTE OF TRAVEL SHALL BE PROVIDED TO ALL PORTION OF THE BUILDING TO ACCESSIBLE BUILDING ENTRANCES, AND BETWEEN THE BUILDING AND THE PUBLIC WAY. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES; PUBLIC STREETS AND SIDEWALKS; AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. (CBC SECTION 11B-206.2.1).
2. PRIMARY ENTRY ACCESS. ALL ENTRANCES AND EXTERIOR GROUND EXITS TO BUILDINGS AND FACILITIES SHALL COMPLY WITH CBC SECTION 11B-206.4.1.
3. WALKS AND SIDEWALKS HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2" AND SHALL BE A MINIMUM OF 48" INCHES WIDTH. IF WALK OR SIDEWALK HAS LESS THAN 60 INCHES, CLEAR WIDTH THAN PASSING SPACES OF AT LEAST 60 INCHES BY 60 INCHES SHALL BE LOCATED AT REASONABLE INTERVALS NOT TO EXCEED 200 FEET. AN INTERSECTION IS AN ACCEPTABLE PASSING PLACE (CBC SECTION 11B-403.5.3 AND 11B-304.3.2).
4. SURFACES INCLUDING WALKS AND SIDEWALKS, SHALL HAVE SLIP RESISTANT SURFACES. SURFACES WITH A SLOPE OF LESS THAN 6% PERCENT GRADIENT SHALL BE AT LEAST A SLIP RESISTANT AS THAT DESCRIBED AS A MEDIUM SALTED CONCRETE FINISH (CBC SECTION 11B-302).
5. RAMP SURFACE CROSS SLOPES SHALL NOT EXCEED ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL (2- PERCENT SLOPE). (CBC SECTION 11B-405.3).
6. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL BOT BE STEEPER THAN 1:48. (CBC SECTION 11B-403.3).
7. CHANGES IN LEVEL. CHANGES IN LEVEL UP TO ¼" INCHES MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL BETWEEN ¼" AND ½" INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAT ½" INCH SHALL BE RAMPED AND SHALL COMPLY WITH SECTION 11B-405 AND 11B-406. (CBC SECTION 11B-303.2 AND 11B-303.3)
8. THE CONTRACTOR SHALL VERIFY THAT THE PATH OF TRAVEL INDICATED CONFORM TO THIS CRITERIA.

4 / A501 EXTERIOR ACCESSIBLE ROUTE OF TRAVEL DETAIL
1" = 1'-0"

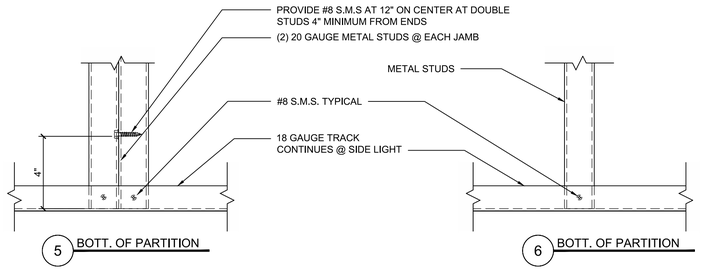
NOTE: NON-STRUCTURAL STEEL TO COMPLY WITH CBC SECTION 2211.2.



7 SILL

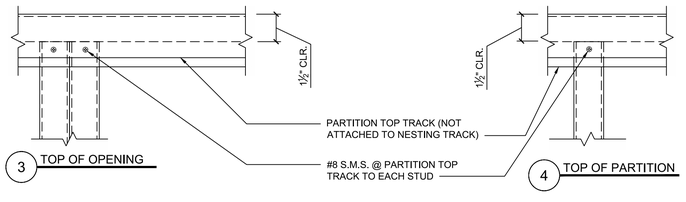


8 STUD UNDER SILL



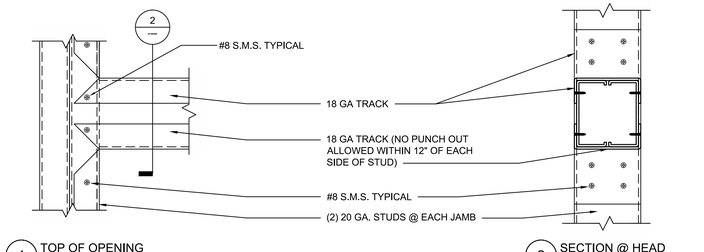
5 BOTT. OF PARTITION

6 BOTT. OF PARTITION



3 TOP OF OPENING

4 TOP OF PARTITION



1 TOP OF OPENING
8'-1" MAX

2 SECTION @ HEAD
REFER TO WALL TYPE FOR STUD SIZE

9 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL CONNECTION DETAILS
3" = 1'-0"

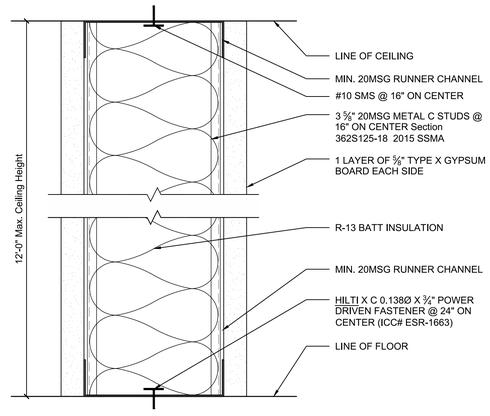
WALL ASSEMBLY TO BE CONSTRUCTED ACCORDING TO UL 263, DESIGN NO. U423

FOR WALL FRAMING, SEE DETAIL 6 / A501

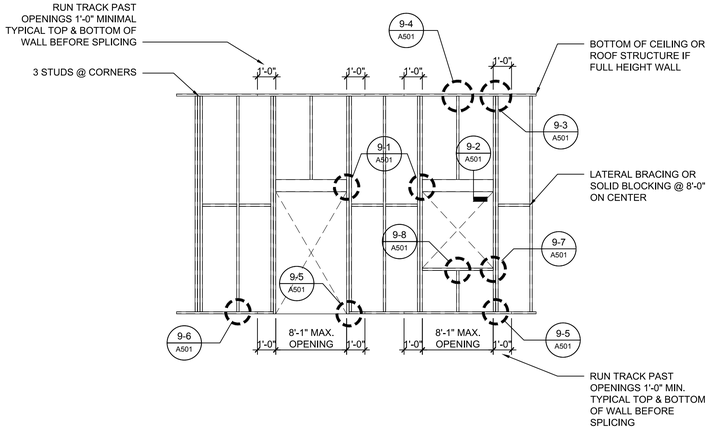
THE MEMBRANE CONSISTS OF:
NOMINAL ⅝" THICK LEAD BACKED GYPSUM PANEL WITH BEVELED, SQUARE OR TAPERED EDGES, APPLIED VERTICALLY. VERTICAL JOINTS CENTERED OVER 20 MSG STEEL STUDS AND STAGGERED MIN 1 STUD CAVITY ON OPPOSITE SIDES OF STUDS.
WALLBOARD SECURED TO STUDS WITH 1 ¼" LONG TYPE S-12 STEEL SCREWS SPACED 8" O.C. AT PERIMETER AND 12" ON CENTER IN THE FIELD. TO BE USED WITH LEAD BATTEN STRIPS OR LEAD DISCS OR TABS.

FLOOR & CEILING RUNNERS:
CHANNEL SHAPED RUNNERS MIN 3 ½" DEEP WITH 1 ¼" FLANGES FABRICATED FROM MIN. NO. 20 MSG CORROSION-PROTEDTED STEEL. ATTACHED TO FLOOR AND CEILING ASSEMBLIES WITH STEEL FASTENERS SPACED NOT GREATER THAN 24" ON CENTER.

STEEL STUDS:
CHANNEL SHAPED, FABRICATED FROM MIN. 20 MSG CORROSION-PROTECTED OR GALVANIZED STEEL, 3 ½" MIN. WIDTH, MIN 1 ½" FLANGES AND ¼" RETURN, SPACED A MAX OF 16" ON CENTER STUDS FRICTION-FIT INTO FLOOR AND CEILING RUNNERS.



5 / A501 3 5/8" METAL NON-STRUCTURAL INTERIOR PARTITION WALL DETAIL
6" = 1'-0"



NOTE:
1. TRACK SAME GAUGE AS STUDS
2. MULTIPLE STUDS TO BE WELDED ⅛" X 1" LONG @ 2'-0" ON CENTER EACH FLANGE.
3. USE 20 GA. STUDS UNLESS NOTED OTHERWISE.
4. NON-STRUCTURAL FRAMING TO COMPLY WITH CBC SECTION 2211.2

6 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL FRAMING DETAIL
1/4" = 1'-0"

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TYPICAL DTAILS

24-A-7.1

SHEET 24 OF25

INTERIOR MATERIALS - RESTROOMS

42" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-42
SIZE: 42"

36" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-36
SIZE: 36"

18" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-18
SIZE: 18" VERTICAL

TOILET TISSUE DISPENSER
MANUFACTUER: BOBRICK
STYLE: JUMBO ROLL SURFACE-MOUNTED SINGLE ROLL B-2890H

SANITARY NAPKIN DISPOSAL
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SANITARY NAPKIN DISPOSAL B-270

SOAP DISPENSER
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SOAP DISPENSER B-2111

PAPER TOWEL DISPENSER / WASTE COMBO
MANUFACTUER: BOBRICK
STYLE: SEMI-RECESSED CONVERTIBLE PAPER TOWEL DISPENSER/ WASTE RECEPTACLE
B-3942

PAPER TOWEL DISPENSER ALTERNATE
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT PAPER TOWEL DISPENSER B-262

SINK – WALL HUNG
MANUFACTUER: KOHLER
STYLE: SOHO K-2084-0
SIZE: 20" X 18"
COLOR: WHITE
NOTES: KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET

SINK ALTERNATE: UNDERMOUNT
STYLE: VERTICYL RECTANGLE UNDERMOUNT BATHROOM SINK K-2882
SIZE: 17.25" X 13" BOWL DEPTH
COLOR: WHITE
NOTES: PROVIDE WITH SS-1 COUNTERTOP ADA VANITY., KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET

TOILET
MANUFACTUER: KOHLER
STYLE: ANGLESEY K-4388
NOTES: BARRIER FREE FLOOR-MOUNTED TOP SPUD FLUSHOMETER
BOWL WITH INTEGRAL SEAT. PROVIDE WITH EITHER K10957
TOUCHLESS DC 1.6 GPF TOILET FLUSHOMETER OR K-13516 MANUAL 1.6 GPF WC FLUSHOMETER

URINAL
MANUFACTUER: KOHLER
STYLE: BARDON K-4991-ET

EXTERIOR MATERIALS

WOOD CLADDING
MANUFACTUER: KNOTWOOD
STYLE: ALUMINUM CLADDING - WOOD LOOK
COLOR: IROKO

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: CAVIAR 6990
LOCTION: METAL TRIM

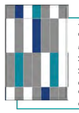
PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)

INTERIOR MATERIALS - RESTROOMS

WALL TILE
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: ICE WHITE 0025 GLOSS FINISH



ACCENT WALL TILE (CT-1, CT-2, CT-3, CT-4)
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: PEACOCK BLUE 0084, SAPPHIRE SKU 0070, STORM GRAY 0040, ICE WHITE 0025
GLOSS FINISH

TILE FLOORING (PT-1)
PORCELAIN TILE
MANUFACTUER: VIRGINIA TILE - ATLAS CONCORDE
STYLE: BOOST FLOOR TILE
SIZE: 24" X 24"
COLOR: SMOKE, MATTE
NOTES: MONOLITHIC INSTALLATION

TOILET STALL PARTITIONS
STAINLESS STEEL TOILET PARTITIONS

VANITY LIGHT FIXTURE
MANUFACTUER: TECH LIGHTING
STYLE:BANDA 24 BATH
SIZE: 24" WIDE
COLOR: MATTE BLACK
LOCATION: TO BE MOUNTED ABOVE MIRROR IN BATHROOMS

GENERAL LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED
NOTES: RECESSED IN GYP CEILING, FLUSH LENS, TRIM FLANGE, SPECIFY LENGTH OF LUMINAIRE IN 1" INCREMENTS (TYPICAL 4' LENGTHS)

CEILING ALTERNATE: 2X2 LAY IN (ACP-1)
MANUFACTUER: ARMSTRONG CEILING SOLUTIONS
STYLE: OPTIMA TEGULAR CEILING TILE 24" X 24" WITH PRELUDE 15/16 GRID IN WHITE

GENERAL LIGHTING ALTERNAT: 2X2 FIXTURE
MANUFACTUER: LITHONIA LIGHTING
STYLE: CPX LED FLAT PANEL
SIZE: 24" X 24"
COLOR: WHITE

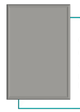
MIRROR
MANUFACTUER: KOHLER
STYLE: ESSENTIAL K-26052
SIZE: 22" X 34"
FINISH: MATTE BLACK
NOTES: BOTTOM OF REFLECTIVE SURFACE TO BE MOUNTED 44" AFF

INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL

CONCRETE FLOORING (SC-1)
USE SEALED CONCRETE FLOORING IF POSSIBLE

FLOORING ALTERNATE: LUXURY VINYL TILE (LVT-1)
MANUFACTUER: PATCRAFT
STYLE: 1478V MOLTEN
SIZE: 24" X 24"
COLOR: SHALE 00540 - V2

WALL BASE (RB-1)
RUBBER BASE
MANUFACTUER: JOHNSONITE: TARKETT
STYLE: SHOE BASE MOLDING
COLOR: SHARK FIN CG TG2



GENERAL PAINT COLOR (IPS-2)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669
LOCATION: WALLS, BULKHEADS, WOOD DOORS AND FRAMES

ACCENT WALL COLOR (IPS-1)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)
LOCATION: ACCENT WALLS

WOOD WALLS (WDP-1)
PLYWOOD, STAINED AND SEALED

MOSS
MANUFACTUER: GREENOASIS
STYLE: REINDEER MOSS
COLOR: NATURE

SOLID SURFACE (SS-2)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: WHITE JASMINE
LOCATION: CHECK-IN DESKTOP AND WATERFALL EDGES

SOLID SURFACE (SS-1)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: CARBON AGGREGATE
LOCATION: BENCH SEATING AND POSSIBLE RECEPTION DESK

INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL

UPHOLSTERED BENCH
MANUFACTUER: MOMENTUM TEXTILES
STYLE: MOGUL EPU
COLOR: PAYROLL

CEILINGS (IPS-4)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006
LOCATION: GYP CEILINGS, METAL DECK

RECESSED STRIP LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED

PENDANT LIGHTING
MANUFACTUER: METEOR
STYLE: VELA 6 ALUMINUM SHROUD
SIZE: 16", 19" OR 22"
COLOR: WHITE

PLASTIC LAMINATE (PL-1)
MANUFACTUER: WILSONART
STYLE: HPL
COLOR: FOSSIL SHALE, GLOSS FINISH D50
LOCATION:
NOTES:

PLASTIC LAMINATE (PL-2)
MANUFACTUER: WILSONART
STYLE: SOLICOR HPL
COLOR: DESIGNER WHITE, GLOSS FINISH D354-01
LOCATION:
NOTES:

STOREFRONT
MANUFACTURER: TUBELITE
COLOR: BLACK

WINDOW FILM (WF-1)
MANUFACTUER: SOLYX
STYLE: SXGF-0097 DEEP ETCH
LOCATION: APPNOTES: APPLY TO EXTERIOR OF GLAZINGLY INTO RETAIL AREA OR WHERE PARAPHERNALIA IS VISIBLE FROM THE EXTERIOR

SIGNAGE BACKGROUND
SIGNAGE AND BANNERS BY OWNER. USE IMAGE FOR BASIS OF DESIGN BACKGROUND

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

MATERIALS

25-A-8

SHEET 25 OF25

ATTACHMENT B

CC Ordinance for
Development Agreement No. 24-0035

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING APPROVAL OF DEVELOPMENT AGREEMENT NO. 24-0035 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN 3,936 SQUARE-FOOT RETAIL LEASE SPACE IN THE CATT CROSSINGS RETAIL CENTER LOCATED AT 23825 CATT ROAD (APN: 380-240-001)

RECITALS:

WHEREAS, the Planning Department on June 24, 2024 received an application for Development Agreement No. 24-0035 to establish a retail cannabis business within a 3,936 square-foot retail lease space (Catt Crossings Retail Center) within the C-P-S (Scenic Highway Commercial) zone located at 23825 Catt Road from:

Applicant/Owner:	Catt Road, LLC (Saad Pattah)
Project Location:	23825 Catt Road, Wildomar, CA 92595
APN:	380-240-001
Project Area:	0.663 acres

WHEREAS, California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development; and

WHEREAS, pursuant to Chapter 17.315 (Cannabis Businesses) of the Wildomar Municipal Code, the Applicant is required to enter into a Development Agreement for the operation of the Project and said Development Agreement must be approved by the Planning Commission and the City Council; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the Planning Commission held a noticed public hearing on October 2, and October 23, 2024 to review Development Agreement No. 24-0035, at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement, and at which time the Planning Commission received public testimony, and subsequently adopted PC Resolution No. 2024-14 recommending City Council approval of Development Agreement No. 24-0035, and

WHEREAS, in accordance with Section 17.192 of the Wildomar Municipal Code, the Planning Department on October 30, 2024 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the November 13, 2024 City Council meeting at which time the City Council would consider Development Agreement No. 24-0035 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on November 1, 2024 posted a public hearing notice "sign board" along Clinton Keith Road and Catt Road street frontages notifying the neighborhood residents of the November 13, 2024 City Council meeting at which time the City Council would consider Development Agreement No. 24-0035 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Chapter 17.04.050 of the Wildomar Municipal Code, the Planning Department, on November 1, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the November 13, 2024 City Council meeting at which time the City Council would consider Development Agreement No. 24-0035 to establish a retail cannabis business; and

WHEREAS, in accordance with Chapter 17.200 and 17.315 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on November 13, 2024, to discuss the proposed Development Agreement No. 24-0035 and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement, and at which time the City Council received public testimony concerning the proposed development agreement.

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

SECTION 1. CEQA ENVIRONMENTAL DETERMINATION.

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Development Agreement No. 24-0035 establishing a retail cannabis business within a 3,936 square-foot retail building (including tenant improvements) within the approved Catt Crossings Retail Center located within the C-P-S (Scenic Highway Commercial) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that approval of Development Agreement No. 24-0035 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to construct and make tenant improvements to the lease space located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) as part of the cannabis business operations for which building permits will be required. Therefore, based on this, the City Council hereby adopts this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA for Development Agreement No. 24-0035

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The Planning Commission hereby finds Development Agreement No. 24-0035 to establish a retail cannabis business located at 23825 Catt Road is consistent with the MSHCP, as the project is located outside of any MSHCP criteria area cell, and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3. GENERAL PLAN CONSISTENCY

The City Council hereby finds and determines that Development Agreement No. 24-0035 is consistent with the General Plan of the City of Wildomar. General Plan policies LU 7.1, 7.2 and 7.12 aim to promote economic development in the City by accommodating development of balanced land uses, promoting a variety of stable employment and business uses, and improving the jobs-housing ratio. Allowing the Project to operate in the City furthers each of these policies.

SECTION 4. DEVELOPMENT AGREEMENT

Based upon the evidence presented and the above findings, the City Council hereby approves Development Agreement No. 24-0035 as illustrated herein and attached hereto to this Ordinance as Exhibit A. The City Manager is directed to execute Development Agreement No. 24-0035 on behalf of the City.

SECTION 5. RECORDATION OF DEVELOPMENT AGREEMENT

Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of Riverside.

SECTION 6. SEVERABILITY

If any part of this Ordinance, or the Development Agreement which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Agreement, and this City Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Agreement, if such invalid portion thereof had been deleted.

SECTION 7. EFFECTIVE DATE

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

SECTION 8. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 13th, day of November, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT NO. 24-0035

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

Space Above Line for Recorder's Use Only
Exempt from Recording Fees per Gov't Code § 27383

DEVELOPMENT AGREEMENT

FOR CONDITIONAL USE PERMIT NO. 24-0035

By and Between

CITY OF WILDOMAR

and

CATT ROAD, LLC

NOVEMBER 13, 2024

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement"), dated for reference purposes as first indicated on the cover page, is entered into by and between the City of Wildomar, a California general law Municipal Corporation ("City") and Catt Road, LLC a Limited Liability Company, (“Developer”) as follows:

RECITALS

A. The Legislature of the State of California has adopted California Government Code Sections 65864 through 65869.5, which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries for the development of such property in order to, among other things, encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to the conditions of approval of such projects as provided in such annexation and/or development agreements.

B. On June 10, 2024, the City Council adopted Ordinance No. 187 establishing zoning and use regulations for cannabis businesses within the City, which includes a requirement that a cannabis business enter into a development agreement with the City prior to commencing operations.

C. Developer is the tenant of that certain real property located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, California hereinafter referred to as the "Property" and as more particularly described herein. Developer proposed to improve, develop and use the Property for a Cannabis Business in accordance with the State Laws and Wildomar Municipal Code (the “Project”)

D. The Property is owned by CCG Catt, LLC (“Property Owner”). The Property Owner has provided notarized written consent to the terms of this Agreement and the recordation thereof, attached here to as Exhibit C.

E. On June 24, 2024, the City issued a Cannabis Local License to Developer for the Project pursuant to Chapter 5.76 of the Wildomar Municipal Code.

F. On October 2, 2024, the Planning Commission considered, at a duly noticed public hearing, and voted to recommend to the City Council adoption of a Categorical Exemption in accordance with Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), and approval of this Development Agreement (DA 24-0035) and Conditional Use Permit No. 24-0035 for the Project.

G. On November 13, 2024, the City Council held a duly noticed public hearing and voted to adopt a Categorical Exemption in accordance with Section 15301 (Class 1) of the California Environmental Quality Act (CEQA), approval and Conditional Use Permit No. 24-0035 for the Project and introduced and had the first reading of Ordinance No. _____ approving this Agreement.

H. On December 11, 2024, the City Council considered and approved (2nd reading) this Development Agreement No. 24-0035 by adopting Ordinance No. _____.

I. In adopting this Agreement, City understands that Developer will acquire certain vested rights regarding development of the Project on the Property and that this Agreement will bind future City Councils to its terms to the extent allowed by law.

J. City acknowledges the benefit the Project will provide to the community and desires to encourage the undertaking and completion of the Project and to provide a greater level of development certainty for the Developer by entering into this Agreement.

K. City finds and determines that it will be in the best interests of its citizens and the public health, safety and welfare will be served by entering into this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above Recitals and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set forth below. Words and phrases not defined herein and defined in City Ordinance Nos. 187 or 188 shall have the meanings ascribed in those ordinances.

1.1 ***"Action"*** means any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument.

1.2 ***"Cannabis Business License"*** means the license to operate a cannabis business issued by the City to the Developer for the Project under Chapter 5.76 of the Wildomar Municipal Code.

1.3 ***"City"*** means the City of Wildomar, a general law, municipal corporation formed and existing under the laws of the State of California and any successor-in-interest to the rights, obligations, and powers of the City.

1.4 ***"Claim or Litigation"*** means any challenge by any third party (whether legal, equitable, declaratory, administrative or adjudicatory in nature) (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.

1.5 ***"County"*** means the County of Riverside.

1.6 ***"Developer"*** means Catt Road, LLC, a Limited Liability Company, having its principal place of business at 553 West 9th Street, Escondido, CA 92025, and who is authorized to conduct business, and is doing business, within California. As of the Effective Date of this Agreement, the Developer has entered into a sale agreement with the Property Owner, "CCG Catt, LLC." The term "Developer" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

1.7 ***"Development Costs"*** means all the costs and expenses which must necessarily be incurred in the design, development, construction and completion of the Project, including but not limited to: predevelopment costs; Developer's overhead and related costs; design and engineering costs; development costs; construction costs; fees payable to accountants, appraisers, architects, attorneys, biologists, construction managers, engineers, geologists, hydrologists, inspectors, planners, testing facilities, and other consultants; utility connection fees and other utility related charges; costs relating to financing including principal, interest, points, fees and other lender charges; escrow fees and closing costs; recording fees; court costs; costs relating to insurance; costs relating to title insurance; costs relating to bonds; and all other costs and expenses of Developer related to the performance of this Agreement.

1.8 ***"Development Exaction"*** means any requirement of the City in connection with or pursuant to any Land Use Regulation or Existing Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests, consistent with this Agreement.

1.9 ***"Development Impact Fees"*** means those development impact fees imposed and levied by the City to recover the cost of planned public facilities and to mitigate impacts of projects on the City.

1.10 ***"Effective Date"*** means the date upon which the Ordinance approving this Agreement becomes effective, which date is thirty (30) days following the date the City

Council adopted such Ordinance absent a referendum challenge, and provided that the Agreement has been fully executed by the Parties.

1.11 ***"Existing Development Approval(s)"*** means all land use development permits and approvals issued, approved, and/or certified by the City Council, Planning Commission, Planning Director, or Building Official, including those development approvals listed in Recital E, but also including any land use or building permits and approvals issues, approved, and/or certified as of the Effective Date of this Agreement by the City Council, City's Planning Commission, Planning Director or Building Official for the Project.

1.12 ***"Existing Land Use Regulation"*** means a Land Use Regulation existing, effective, and made a matter of public record as of the Effective Date of this Agreement.

1.13 ***"General Plan"*** means the City's General Plan as of the date of this Agreement, as amended.

1.14 ***"Land Use Regulations"*** means all ordinances, resolutions, codes, rules, regulations, and official policies of City, governing the development and use of land including without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Property which have been adopted and are effective and are a matter of public record as of the Effective Date of this Agreement. "Land Use Regulations" does not include any County or City ordinance, resolution, code, rule, regulation, or official policy, governing:

(a) The licensing or regulation of businesses, professions, and occupations;

(b) Sales taxes, ad valorem property taxes, or voter approved general or special taxes and assessments;

(c) The control and abatement of nuisances;

(d) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and/or

(e) The exercise of the power of eminent domain.

1.15 ***"Litigation Expenses"*** means all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not related to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. Where attorneys' fees are to be paid by Developer to the

City's law firm on behalf of, or in defense of, City, the rate to be paid shall be the full litigation rate charged by the City's law firm to the City in accord with the City's contract with that law firm.

1.16 ***"Project"*** means that certain retail cannabis business development proposed by Catt Road, LLC, a Limited Liability Company, consisting of a 3,936 square foot retail cannabis business located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, as permitted under, and as more fully described, in the Existing Development Approvals.

1.17 ***"Property"*** means a certain real property located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, California, as more particularly described in the legal description in Attachment 1 and depicted in Attachment 2 both of which are attached hereto and incorporated herein by this reference.

1.18 ***"Property Owner"*** means "CCG Catt, LLC."

1.19 ***"Public Improvement"*** means those public improvements, including but not limited to, streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities directly related to the Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of the Project to be dedicated to the City by Developer as specifically required under the Existing Development Approvals.

1.20 ***"Regional Fees"*** means fees and charges imposed or levied by any other public agency, regional agency, utility, district or joint powers authority, regardless of whether City collects those fees and charges, including, but not limited to, Transportation Uniform Mitigation Fee (TUMF), Multiple Species Habitat Conservation Plan (MSHCP), ADP and K-Rat.

1.21 ***"Subsequent Development Approvals"*** means any ministerial and discretionary permits, licenses, or other similar entitlements or approvals that must be secured by the Developer in order to develop the Project on the Property other than the Existing Development Approvals and Cannabis Business License. Subsequent Development Approvals include any changes to the Existing Development Approvals

1.22 ***"Subsequent Land Use Regulation"*** means any Land Use Regulation adopted, effective, and made a matter of public record after the Effective Date of this Agreement.

2. VESTING AND SCOPE OF DEVELOPMENT

2.1 **Vesting**. During the Term of this Agreement, Developer shall be entitled to, and vested with the right to, develop the Project on the Property, subject to the terms and conditions of this Agreement, the Existing Development Approvals, any Subsequent Development Approvals, the Cannabis Business License, Land Use Regulations and State laws.

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall be for an initial period of twenty (20) years. This Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Agreement.

2.3 Subsequent Development Approvals. Successful implementation of the Project may require the Developer to obtain additional approvals and permits from City. In connection with the consideration and issuance of any such Subsequent Development Approval which is not ministerial in nature, the City reserves its discretion under the police power to approve, conditionally approve, or deny the issuance of each Subsequent Development Approval.

2.4 Development Costs. Developer shall be solely responsible for payment of all Development Costs incurred in connection with developing the Project on the Property.

2.5 Schedule of Performance. Developer shall, in good faith, use commercially reasonable efforts to undertake, commence, and thereafter diligently pursue to completion, the development of the Project. The parties acknowledge that Developer cannot at this time specifically predict when, or the rate at which, the Project will be constructed and completed. Such decisions depend upon numerous factors, which are not within the control of Developer, such as market orientation and demand, availability of financing, interest rates, absorption, competition, and other similar market factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties, it is the intent of City and Developer to cure any possible deficiency in this Agreement arising from the same legal infirmity, by acknowledging and providing that the Developer shall have the right to develop Project on the Property in such order, at such rate, and at such times during the Term of the Agreement, as the Developer deems appropriate within the exercise of its independent business judgment.

2.6 Developer's Representations and Warranties. Developer represents and warrants that, to the best of its knowledge, the following are accurate and true as of the Effective Date of this Agreement:

2.6.1 Title and Possession. Developer leases said Property located at 23825 Catt Road, Wildomar, CA 92595 (APN: 380-240-001) within the City of Wildomar, California, and is the sole person in legal possession of the lease space. All other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

2.6.2 No Legal Actions. No Action to acquire, partition, or quiet title or any interest in the Property, or any Action that is reasonably likely to impair, encumber, or otherwise adversely impact title to the Property or Developer's rights, title, or interest to

or in the Property is pending or otherwise imminent (including written threats to commence such Action), and to the best of Developer's knowledge there are no facts upon which a third party could reasonable base, maintain, or threaten such an Action.

2.6.3 No Legal Impediments to Agreement. No contract, lease, or other agreement, whether recorded or unrecorded, bars, prohibits, limits or otherwise impairs Developer's ability to enter into this Agreement and to encumber the Property with this Agreement.

2.7 Cooperation. City agrees that it shall accept for processing and promptly take action on all applications for Implementing Approvals, provided they are in a proper form and acceptable for required processing in accordance with the Existing Development Approvals and the provisions of this Agreement.

3. PUBLIC BENEFITS

3.1 Public Benefit. The parties acknowledge and agree that this Agreement confers private benefits on the Developer that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on the Developer by imposition of the Development Agreement Fee set forth in Section 3.2 hereof. City acknowledges, as partial consideration for this Agreement, the Development Agreement Fee will be payable by Developer as provided in Section 3.2 hereof which fee will be utilized to further mitigate the impact of the Project and provide community benefits, as determined by the City Council. The provisions of this Section 3 are material terms of this Agreement, and failure by Developer to fulfill any of its obligations in this Section 3 shall be a material breach of this Agreement.

3.2 Development Agreement Fee. On the Effective Date of this Agreement and on each anniversary thereafter, the Developer shall pay to the City a Development Agreement Fee as follows:

3.2.1 Twenty dollars ($20.00) per gross square foot of floor area based on a 3,936 square-foot lease space (as noted in the Development Agreement application package) within any building, facility, or structure utilized for the proposed Cannabis Business. Beginning on the next January 1st proceeding the issuance of Certificate of Occupancy, this portion of the Development Agreement Fee shall be automatically adjusted based on the average percentage change in the Consumer Price Index (CPI) for "all urban consumers" in the Riverside-San Bernardino-Ontario area, or a subsequent Consumer Price Index (CPI) area covering the City, for the previous January to December period.

3.2.2 In addition, the following amounts shall be paid to the City based on the quarterly (1/4) gross receipts excluding taxes and refunds of the Cannabis Business commencing on the first calendar quarterly (1/4) anniversary after the Certificate of Occupancy issuance and quarterly (1/4) thereafter as follows:

3.2.2.1 1st anniversary through 5th anniversary: 3% of gross receipts excluding taxes and refunds per calendar quarter.

3.2.2.2 6th anniversary through 20th anniversary: 5% of gross receipts excluding taxes and refunds per calendar quarter unless the City and Developer agree to a different amount and as approved by the City Council prior to the 6th anniversary of the Effective Date.

3.2.3 City and Developer hereby agree to engage in good faith negotiations during the 5th year of this Development Agreement regarding the Development percentage fee noted above.

3.2.4 The City shall have the power to audit and examine all books and records of the Developer, as well as persons engaged in the operation of the Cannabis Business, including both state and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of the Cannabis Business for the purpose of ascertaining the amount of the Development Agreement Fee required to be paid by Developer under this Section.

3.2.5 In the event that during the Term of this Agreement the voters of the City approve a cannabis tax, then the Development Agreement Fee shall no longer be due and payable from the date the cannabis tax takes effect through the remainder of the Term.

3.3 Other Fees. In addition to the Development Agreement Fee, Developer agrees to pay all Regulatory Fees, Development Impact Fees, and any other applicable fees to the City related to the development of the Project on the Property.

4. APPLICABLE LAWS AND REGULATIONS; RESERVATION OF AUTHORITY

4.1 Existing Land Use Regulations. The Existing Land Use Regulations shall be applicable to the Project. Any change in, or addition to, the Existing Land Use Regulations, including without limitation, any change in any applicable City general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict or be inconsistent with in any way the Existing Land Use Rules or the Existing Land Use Approvals or this Agreement, shall not be applied to the Project, subject to the Reservation of Authority set forth in section 4.3 hereof.

4.2 Federal and State Laws. Notwithstanding any other provision in this Agreement to the contrary, the Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the City's ordinances, resolutions, rules, regulations, and policies, or require the same be amended, or require the City to adopt

new ordinances, resolutions, rules, regulations, and policies. As provided in section 65869.5 of the California Government Code, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

4.3 Reservation of Authority. Notwithstanding any other provision of this Agreement, the City reserves its authority to impose any of the following rules, policies, regulations, ordinances, or requirements on development of the Project:

4.3.1 Filing and Processing Fees. Developer shall pay all customary and typical filing and permit processing fees imposed for Subsequent Development Approvals as required under ordinances and resolutions then in effect.

4.3.2 Development Impact Fees. Development impact fees or charges imposed by the City on and in connection with a development or other similar fees or charges imposed by other governmental entities regardless of whether the City is required to collect or assess such fees pursuant to applicable laws (e.g., school district impact fees pursuant to Government Code Section 65995)..

4.3.3 Procedural Requirements. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

4.3.4 Taxes of General Applicability. Any law, ordinance, or resolution that imposes a general or special tax of general applicability to be applied uniformly to business and/or development in the City, whether such tax is for licensing or other purposes.

4.3.5 Uniform Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain uniform codes or uniform standards which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including the Project and the Property subject to this Agreement. Such Uniform Codes include, but are not limited to, the Uniform Building Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, and uniform standards for the construction of public works.

4.3.6 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

4.4 Changes and Amendments. Substantial changes to the Project or the Existing Development Approvals and amendments of this Agreement shall be subject to the following:

4.4.1 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Developer's breach or failure to comply in good faith with the requirements of this Agreement.

4.4.2 Review by City Council. Any amendment to this Agreement shall require review and approval by the City Council.

5. RIGHTS OF MORTGAGEES.

5.1 Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, affect the priority or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform Developer's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Mortgagee shall have no obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion thereof; provided, however, that Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those improvements provided for or authorized by this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

5.2 Notice of Default to Mortgagee; Right to Cure.

5.2.1 If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Developer under the terms of the Agreement, the City shall provide a copy of that notice to the Mortgagee concurrently with sending the Notice of Default to Developer. City shall have no liability for damages or otherwise to Developer, Developer's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

5.2.2 The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee, to avail itself of the rights provided by this Section, must notify the City in writing of its intent to attempt to remedy or cure within forty-five (45) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver, or otherwise, and shall thereafter remedy or cure the Default within ninety (90) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this ninety (90) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default, if the Mortgagee commences cure during the ninety (90) day period and thereafter diligently pursues and completes the cure.

5.2.3 Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement.

5.3 Cure by Mortgagee. In the event any obligation of Developer is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the Consumer Price Index as the measure of inflation.

5.4 Mortgagee Rights. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the Developer and representatives of such lenders to negotiate in

good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Developer shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days or receipt of an invoice from City.

Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law or specified herein.

6. INDEMNITY, INSURANCE AND RELEASE

6.1 Participation in Litigation: Indemnity. The Developer shall indemnify, protect and defend the City and its elected boards, commissions, officers, agents and employees (each, an "Agent") and will hold and save them and each of them harmless from any and all Claims or Litigation (including but not limited to reasonable attorneys' fees and costs) against the City and/or Agent for any such Claims or Litigation and shall be responsible for any judgment arising therefrom. The City shall provide the Developer with notice of the pendency of such action and shall request that the Developer defend such action. The Developer may select legal counsel providing the Developer's defense and it is expressly agreed that the City shall have the right to approve separate legal counsel providing the City's defense. The Developer shall reimburse City for any reasonable attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Developer agrees that City will forward monthly invoices to Developer for attorneys' fees, costs and expenses it has incurred related to its defense of any Claim or Litigation and Developer agrees to timely payment within thirty (30) days of receipt of the invoice. Developer agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with Developer in the defense of any Claim or Litigation.

The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the Parties may mutually agree as to whether any appeal will be taken or defended. The Developer shall have the right, within the first 30 days of the service of the complaint or judgment in a trial court, in their sole and absolute discretion, to determine they do not want to defend any litigation, or appeal any judgment, attacking this Agreement or the Development Approvals in which case the City shall allow the Developer to settle the litigation on whatever terms the Developer determine, in their sole and absolute discretion, but Developer shall confer with City before acting and cannot bind City. In that event, the Developer shall be liable for any costs incurred by the City up to the date of settlement but shall have no further obligation to the City beyond the payment of those costs. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed.

6.2 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

6.3 Insurance. Developer shall maintain insurance in the amounts and of the types that are acceptable to the City as required under the Cannabis Business License.

6.4 Release. Except for non-damage remedies, including the remedy of specific performance as provided for in Section 8.6 [Legal and Equitable Actions], Developer, for itself, its successors and assignees, hereby releases the City, its officers, agents, and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard.

7. PERIODIC REVIEW PROCEDURE

7.1 Timing. Pursuant to Government Code § 65865.1, City shall review this Developer's compliance with the terms, conditions, and covenants of this Agreement. Such review shall be undertaken at least once during every twelve (12) month period from the Effective Date of this Agreement. The Developer or successor shall reimburse City for the reasonable and necessary costs of this review, excluding cost incurred under Article 8.0 [Default and Enforcement], within thirty (30) days of written demand from City.

7.2 Evidence for Annual Review. Developer shall deliver to City within thirty (30) days of each anniversary of the Effective Date evidence to demonstrate the Developer's good faith compliance with the terms of this Agreement, including but not limited to compliance with the payment obligations in Section 3 of this Agreement. The City shall bear no responsibility or obligation to research, investigate, or otherwise obtain evidence of Developer's good faith compliance with this Agreement. It shall be Developer's sole responsibility and obligation to provide evidence of its good faith compliance with this Agreement. Prior to making a determination, the City shall make available to the Developer any public staff reports and documents to be used or relied upon by City to determine Developer's good faith compliance with this Agreement. The Developer shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally or at a public hearing or in a written statement. Such response shall be made to the Director or its designee for purposes of review of compliance with this Agreement.

7.3 Certificate of Compliance. With respect to each year for which an annual review of compliance with this Agreement is conducted, and for which the City has determined that Developer is in good faith compliance with this Agreement, the City, upon written request of the Developer, shall provide Developer with a written certificate of good-faith compliance, in recordable form, duly executed and acknowledged by the City. The Developer shall have the right, in the Developer's sole discretion, to record this notice of compliance.

8. DEFAULT AND ENFORCEMENT

8.1 Default. Either party's failure or unreasonable delay in performing any term, provision or covenant of this Agreement constitutes a Default of this Agreement. In the event of a Default, the injured party shall give written "Notice of Default" to the defaulting party, specifying the Default. If the defaulting party fails to cure the Default within forty-five (45) business days after receipt of a Notice of Default, or, if the Default is of a nature that cannot be cured within forty-five (45) business days, the defaulting party fails to commence to cure the Default within said forty-five (45) business days and thereafter diligently prosecute such cure to completion, then the defaulting party shall be liable to the injured party for any and all damages caused by such Default, unless otherwise provided for by this Agreement.

8.2 Default by Developer. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions and failure to cure such default in accordance with Section 8.1 hereof:

8.2.1 If a warranty, representation, or statement made or furnished by Developer to City is false or proves to have been false in any material respect when it was made.

8.2.2 More than forty-five (45) days have passed since City's making of a written request to Developer for payment or reimbursement for a fee or service authorized or agreed to pursuant to this Agreement.

8.2.3 A finding and determination by City that upon the basis of information provided by Developer, and reviewed and investigated by City, the Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.

8.2.4 Developer failed to substantially comply with any material term, condition, or covenant of this Agreement, including failing to timely provide the evidence required under Section 7.2 of this Agreement.

8.3 Default by City. If City has failed to cure it's Default after notice and an opportunity to cure as provided in Section 8.1. [Default], Developer may pursue any legal or equitable remedy available to it under this Agreement without further notice to City, except as may be required under the law for service of summons and other legal papers. It is acknowledged by the parties that City would not have entered into this Agreement if City was to be subject to or liable for monetary damages under or with respect to this

Agreement or the application thereof. Developer, for himself or any successor thereto, expressly waives the right to seek monetary damages against the City or any officer, employee, or agent thereof, for any default or breach of this Agreement. Developer covenants and agrees not to sue for or claim any damages -- including monetary damages -- for any purported breach of this Agreement by City.

8.4 No Recovery for Monetary Damages. As part of the bargained for consideration for this Agreement, the Parties agree that any action or proceeding to cure, correct or remedy any Default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Developer may institute legal or equitable proceedings to cure, correct or remedy any Default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties hereto. In no event shall Developer or City, or any of their officers, agents, representatives, officials, employees or insurers, be liable to Developer or City for damages for any breach or violation of this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for the City's agreement to enter into this Agreement, and it is acknowledged that the City would not have entered this Agreement if it were to be liable in damages under this Agreement. In the event Developer seek or accept damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, such award shall destroy the consideration supporting the City's agreement to enter into this Agreement, and shall, in turn, entitle the City to immediately impose whatever terms, conditions, ordinances, fees and/or exactions the City deems appropriate, and further shall entitle the City, at its option, to undertake to revoke any entitlements granted pursuant to this Agreement, irrespective of any provision to the contrary contained herein. Accordingly, the remedy of monetary damages is not available to any Party except as provided below.

For purposes of enforcement, stated positively, the Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs in such action.

In the event the Developer fails to perform any monetary obligation under this Agreement, City may sue for the payment of such sums to the extent due and payable. The Developer shall pay interest thereon at the lesser of: (i) five percent (5%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the City.

8.5 Waiver. Failure or delay in giving Notice of Default, or failing to commence a legal or equitable action as a result of the Default, shall not waive a Party's right to give future Notice of the same or any other Default.

8.6 Legal and Equitable Actions. In addition to any other rights and remedies, any party may institute a legal action to require the cure of any Default and to recover damages (except as otherwise provided herein) for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

8.6.1 Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, Central Division, State of California, or in the United States District Court for the Central District of California. Developer specifically waives any rights provided to it pursuant to California Code of Civil Procedure § 394 or federal or state statutes or judicial decisions of like effect.

8.6.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.6.3 Litigation Expenses. In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the prevailing party may be entitled. For the purposes of this Section, the term "Prevailing Party," shall have the meaning ascribed in Code of Civil Procedure §1032(a)(4).

8.6.4 Specific Performance Remedy. The City and Developer agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement. Therefore, no money damages are available against City, or any officer, employee, or agent thereof. Specific performance of this Agreement is necessary to compensate Developer if the City fails to carry out its obligations under this Agreement.

8.7 Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

8.8 Termination. This Agreement shall terminate upon the occurrence of any of the following:

8.8.1 Expiration of the term stated in section 2.2;

8.8.2 Mutual written consent of the parties;

8.8.3 Conditional Use Permit No. 24-0035 expires pursuant to Wildomar Municipal Code Section 17.200.060, or is revoked pursuant to Wildomar Municipal Code Section 17.200.070;

8.8.4 Developer's Cannabis Business License or State License is revoked, or Developer fails to timely renew its Cannabis Business License or State License and Developer is without either license for a period of at least thirty (30) consecutive days;

8.8.5 Entry of a final judgment by a court of competent jurisdiction setting aside, voiding or annulling the adoption of the ordinance approving this Agreement;

8.8.6 The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement;

8.8.7 Developer no longer has a legal or equitable interest in the Property or has ceased operating the Project on the Property, for a period of at least thirty (30) consecutive days;

8.8.8 Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein in violation of this Agreement and fails to cure such default within the time set forth in Section 8.1 [Default] hereof;

8.8.9 Developer is otherwise in material Default of this Agreement and fails to cure such Default within the time set forth in Section 8.1 [Default] hereof.

8.9 Revocation of CUP. The execution and recordation of this Agreement is a condition of approval of Conditional Use Permit No. 24-0035 pursuant to Section 17.315.080(A)(7) of the Wildomar Municipal Code. Developer understands and agrees that termination of this Agreement pursuant to Section 8.8 constitutes good cause for the City to revoke Conditional Use Permit No. 24-0035.

9. GENERAL PROVISIONS

9.1 Waiver of Challenges. In exchange for the vested right to develop pursuant to this Agreement, Developer expressly waives for himself and for any successor thereto, the right to challenge or contest the validity of any condition of approval attached to any entitlement which is a part of the Existing Development Approvals.

9.2 Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

9.3 Assignment. The rights and obligations of Developer hereunder shall not be assigned or transferred, except that on thirty (30) days written notice to City, Developer may assign all or a portion of Developer's rights and obligations there under to any person or persons, partnership or corporation who purchases all or a portion of Developer's right, title and interest in the Property, or Project, provided such assignee or grantee assumes in writing each and every obligation of Developer hereunder yet to be performed, and further provided that Developer obtains the written consent of City to the assignment, which consent shall not be unreasonably withheld. No assignment shall be consented to by City until the assignee has obtained a Cannabis Business License from the City for the Project. Notwithstanding the foregoing provision concerning the written consent of City, and provided that the assignment is to an affiliate of Developer (an entity which is controlled by, controls, or is under common control with, Developer), the City shall in such cases provide its written consent provided that all other requirements of this section are satisfied. The notice to City shall include the identity of any such assignee

and a copy of the written assumption of the assignor's obligations hereunder pertaining to the portion assigned or transferred. After such notice and the receipt of such consent, the assignor shall have no further obligations or liabilities hereunder. The City Manager may act on behalf of City regarding any actions concerning the assignment of this Agreement.

9.4 Enforced Delays; Extension of Times. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; delays of any contractor, sub-contractor or supplier; or withdrawal of financing not caused by any act or omission of Developer; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental agency or entity (other than the acts or failures to act of the City which shall not excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period or the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within forty-five (45) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and Developer.

9.5 Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of the Agreement inure to the successors-in-interest to the parties to it in accordance with the provisions of and subject to the limitations of this Agreement.

9.6 Project as a Private Undertaking/Relationship of Parties. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

9.7 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid to the person and address provided below. Delivery shall be presumed delivered upon actual receipt by personal delivery or within three (3) days following deposit thereof in United States Mail or within two (2) days of delivery by facsimile, provided that if notice is by facsimile, then a copy of the notice shall also be contemporaneously sent by regular mail, postage prepaid to the person and address provided below.

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

To City: City of Wildomar
Attn: Daniel A. York, City Manager
23873 Clinton Keith Road, Suite #110
Wildomar, CA 92595
Facsimile: (951) 698-1463

With a copy to: City Attorney
Attn: Thomas D. Jex
1770 Iowa Ave., Suite 240
Riverside, CA 92507
Facsimile: (951) 788-5785

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

To Developer: Saad Pattah, Developer
Catt Road, LLC
553 West 9th Street
Escondido, CA 92025

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

9.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event Developer or Developer's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Developer or Developer's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Developer or Developer's successor agrees to reimburse City within thirty (30) days of written demand therefor.

9.9 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Developer. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

9.10 Entire Agreement. This Agreement and the attachments hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties

of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

9.11 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

9.12 Integration. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

9.13 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. References to section numbers are to Sections of this Agreement unless expressly stated otherwise.

9.14 Interpretation. City and Developer acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that provides that the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

9.15 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time

9.16 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

9.17 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Clarifications to this Agreement and the Existing Land Use Regulations may be appropriate with respect to the details of performance of the City and the Developer. To the extent allowable by law, the Developer shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement, except for

those which relate to the (i) term; (ii) permitted uses; or (iii) density or intensity of use. When and if the Developer finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions not enumerated in (i) through (iii) above, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the Parties in writing which reference this Section 9.17. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore public notices and hearings shall not be required. The City Manager shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of Section 9.18 below.

9.18 Amendments to Agreement. Each Party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other Party, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of City and Developer. On behalf of City, the City Manager shall have the authority to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Developer, on behalf of City so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of City Council.

9.19 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A – PROPERTY LEGAL DESCRIPTION

Exhibit B – SITE DIAGRAM

Exhibit C – PROPERTY OWNER CONSENT

9.20 Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

9.21 Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:

CITY OF WILDOMAR

By: _____
Daniel A, York
City Manager

ATTEST:

By: _____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex
City Attorney

DEVELOPER:

CATT ROAD, LLC, A LIMITED LIABILITY COMPANY

By: _____
Saad Pattah, Owner

[NOTARY ACKNOWLEDGEMENT REQUIRED]

ACKNOWLEDGEMENT

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, _____a

Notary Public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET;

THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET 10 TO A POINT AT THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30,00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

SITE DIAGRAM

(23825 CATT ROAD, WILDOMAR, CA 92595 (APN: 380-240-001))

EXHIBIT C

PROPERTY OWNER CONSENT

"CCG Catt, LLC" being the owner of the real property described in Exhibit A to this Development Agreement by and between the City of Wildomar and Catt Road, LLC, a Limited Liability Company, dated for identification as of December 11, 2024 (the "Agreement"), do hereby consent to the recordation of said Agreement in the Official Records of the County of Riverside.

CCG Catt, LLC
Mark Cooper, Managing Director

Date: _____ _____
Owners Signature

[NOTARY ACKNOWLEDGEMENT REQUIRED]

ACKNOWLEDGEMENT

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, _____a Notary Public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

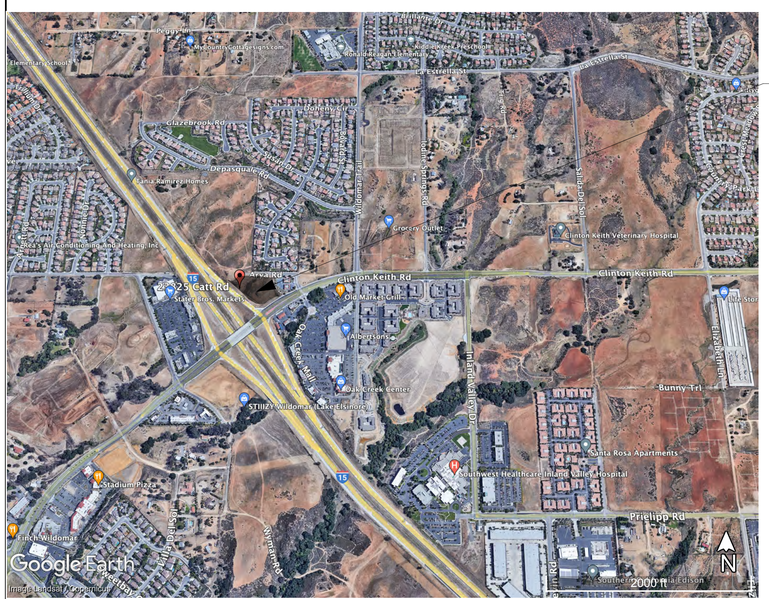
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

CATT CROSSING RETAIL CENTER



CATT ROAD, LLC LOCATION MAP

CONDITIONAL USE PERMIT:

CATT ROAD, LLC DBA, THE CAKE HOUSE **EAST**

23825 CATT RD.
WILDOMAR, CA 92025
APN:380-240-001

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

CATT CROSSING RETAIL CENTER
NEC INTERSTATE HWAY 15 &
CLINTON KETH RD.
WILDOMAR, CA

SHEET INDEX

ID	NAME
01- T.01	TITLE SHEET
02-T.02	TITLE SHEET
03-S-1	SURVEY
04-FEMA	FEMA FLOODPLAIN MAP
05-	SENSITIVE USE MAP
06-F-1	FIRE ACCESS PLAN
07-F-2	FIRE ACCESS PLAN
08-W.S.-1	WATER & SEWER
09-W.S.-2	WATER $ SEWER
10-L-1	LANDSCAPE
11-A-01	SITE PLAN
12- A-01.1	ENLARGED SITE PLAN
13- A-01.3	PROPOSED ROOF PLAN
14-A.02	PROPOSED FLOOR PLAN
15-A-02.1	SECURITY FLOOR PLAN
16-A-03	REFLECTED CEILING PLAN
17- A-04	EGRESS FLOOR PLAN
18-A-05	ACCESSABILITY FLOOR PLAN
19-A-5.1	TYPICAL ADA DETAILS
20-A-5.2	ADA TYPICAL DETAILS
21-A-6	ELEVATIONS
22-A-6.1 PRESPECTIVES	DIPENSARY PRESPECTIVES
23-A-7	BUILDING SECTIONS
24-A-7.1	TYPICAL DTAILS
25-A-8	MATERIALS

APPLICABLE CODES

- **2022 IMPERIAL COUNTY CODE OF ORDINANCES**
- **2022 CALIFORNIA BUILDING CODE**
- **2021 INTERNATIONAL BUILDING CODE**
- **2021 UNIFORM MECHANICAL CODE**
- **2021 UNIFORM PLUMBING CODE**
- **2020 NATIONAL ELECTRICAL CODE**
- **2022 CALIFORNIA GREEN CODE**

CUP SCOPE OF WORK :

THE PROJECT CONSISTS OF 3,936 S.F. WITHIN 6,0755 S.F.
THE PROPOSED STRUCTURE IS ONE STORY DETACHED BUILDING
AS SHOWN IN THIS PACKAGE. LOCATED ON THE SOUTHWEST CORNER OF THE PROPOSED CATT CROSSING RETAIL CENTER IN THE CITY OF WILDOMAR.

PROJECT INFORMATION:

PROJECT APPLICANT: **CATT ROAD, LLC**
553 WEST 9TH STREET, ESCONDIDO, CA 92025

PROPERTY OWNER: **SAAD S. PATTAH**
553 WEST 9TH STREET
ESCONDIDO, CA 92025
GEO@CAKEHOUSECANNABIS.COM
(760) 703- 7357

PROJECT ADDRESS: 23825 CATT RD (PAD # 3)
WILDOMAR, CA 92025

ASSESSORS PARCEL NUMBER: 380-240-001

LEGAL DESCRIPTION: The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279576, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described AS: PARCEL 'C'

EX. ON PROPERTY OCCUPANCY : OPEN LAND

NUMBER OF STORIES: 1

BUILDING HIGHT : (50' MAX. ALLOWED) ACTUAL '28'' AT

LOT AREA: 28,749.6 SF (.66 ACRES)

ZONING INFORMATION:

BASE ZONE: CPS- SCENIC HIGHWAY COMMERCIAL ZONE.

OVERLAY ZONE: N/A

SETBACKS: **SEE ENLARGED SITE PLAN (12-A-01.1)**
FRONT: 0 FEET
SIDE.Y: 0 FEET
REAR : 0 FEET

PROPOSED NEW

PROPOSED USE: CANNABIS DISPENSARY

OCCUPANCY CLASSIFICATION: M/B (MERCANTILE, RETAIL & BUSINESS)

OCCUPANT LOAD 67

EX. USE: OPEN LAND

CONSTRUCTION TYPE: II- SPRINKLERED

TOTAL PROJECT GROSS AREA: 3,936 S.F.

PARKING CALCULATIONS **SEE 12-A-01.1, PARKING CALCULATIONS**

TOTAL PARKING PROVIDED: **36.46 STAILS**

PROJECT TEAM:

DESIGNER: CAKE ENTERPRISES, INC
350 w Ninth Ave. unit 106B
Escondido, ca 92025

CONTACT: HUSSEIN MUNAIM
619-788-3224

ARCHITECT MICHAEL KINOSHITA
&510 CLAIRMOUNT MESA BLD, 3 207
SAN DIEGO, CA 92111
michaelk@mkain.net, 858-268-8176

CIVIL ENGINEER: KWC ENGINEERIS
CIVIL ENGINEERS. PLANNERS. SURVEYORS
1880 COMPTON AVE. #100
CORONA, CA 92881-3370
951- 734- 2130

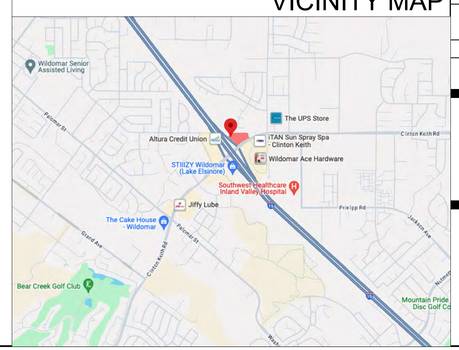
STRUCTURAL ENGINEER:

GEOTECHNICAL ENGINEER: EARTH STRATA GEOTECHNICAL SERVICES
42184 REMINGTON AVE.
TEMECULA, CA 92590
951- 461- 4028

MECHANICAL ENGINEER: LAL SAHGAL ASSOCIATES
MECHANICAL CONSULTING ENGINEERS
83, WINDSWEPT WAY
MISSION VIEJO, CA 92692
949-830-4746

ELECTRICAL ENGINEER: E + E ,INC
ELECTRICAL ENGINEERING CONSULTING
4193, FLAT ROCK DR. SUITE 200
JASON NICCOLI
661-204-1166

VICINITY MAP



CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TITLE SHEET

01- T.01

SHEET 1 OF25

14996-Catt Crossing - View 3-02-15-2023

14996-Catt Crossing - View 1-02-15-2023

14996-Catt Crossing - View 3-03-06-2023

14996-Catt Crossing - View 1-03-06-2023

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

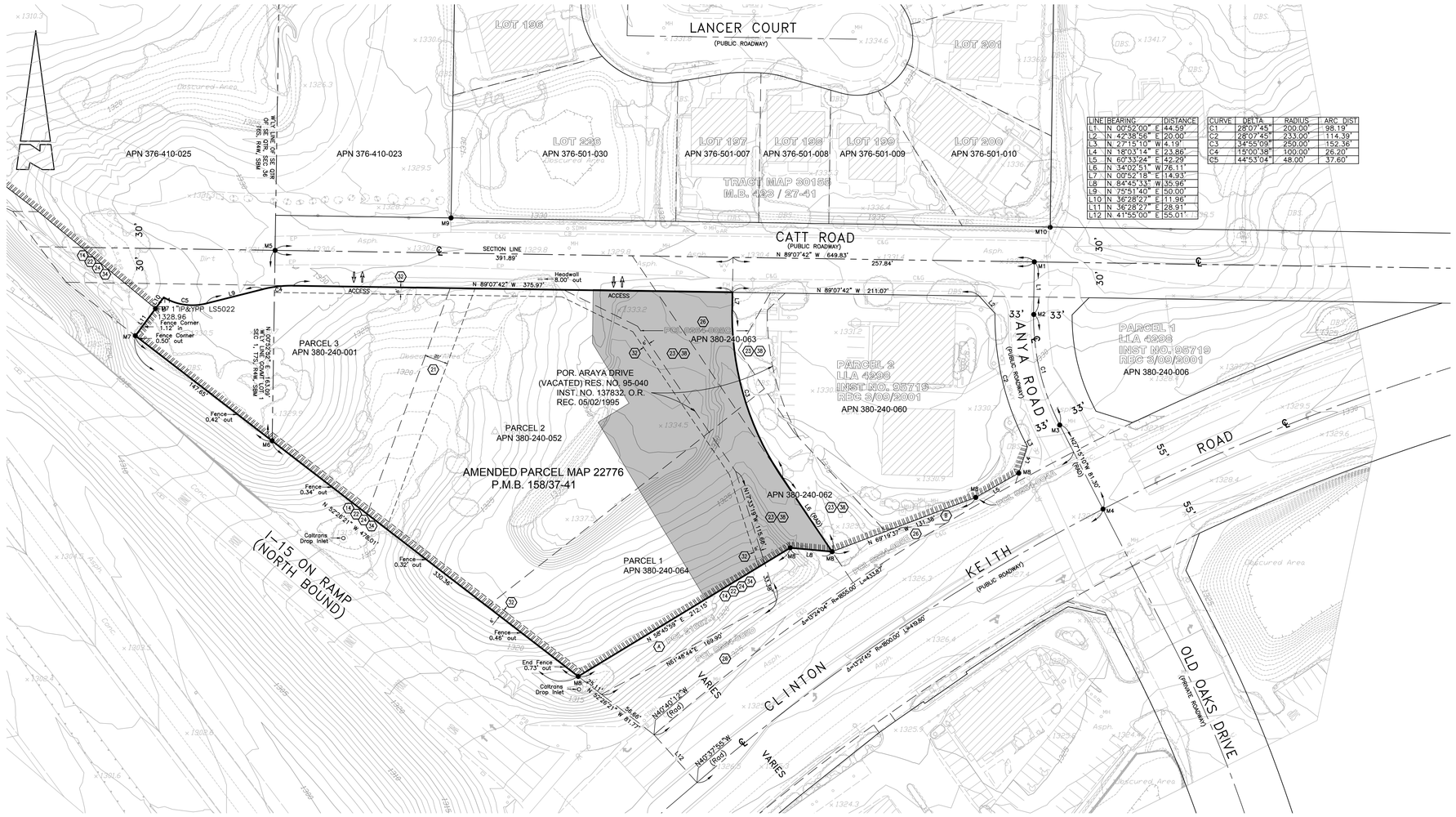
PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

TITLE SHEET

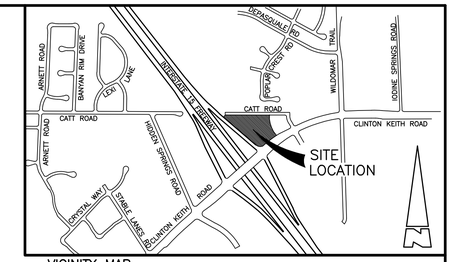
02-T.02

SHEET 2 OF25



LINE	BEARING	DISTANCE
L1	N 00°52'00" E	44.59'
L2	N 42°38'56" E	20.00'
L3	N 27°15'10" W	4.19'
L4	N 18°01'14" E	23.86'
L5	N 60°33'24" E	42.29'
L6	N 34°02'51" W	76.11'
L7	N 00°52'18" E	114.93'
L8	N 84°45'33" W	35.96'
L9	N 75°51'40" E	50.00'
L10	N 36°28'27" E	11.96'
L11	N 36°28'27" E	28.91'
L12	N 41°55'00" E	55.01'

CURVE	DELTA	RADIUS	ARC DIST
C1	28°07'45"	200.00'	98.19'
C2	28°07'45"	233.00'	114.39'
C3	34°55'09"	250.00'	152.36'
C4	15°00'38"	100.00'	26.20'
C5	44°53'04"	48.00'	37.60'



VICINITY MAP
NOT TO SCALE

OWNER:
CHOA MURRIETA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND KYUNGJA CHO, AN UNMARRIED WOMAN

SITE ADDRESS:
VACANT LAND, WILDOMAR, CA. 92595

TITLE COMPANY:
FIRST AMERICAN TITLE INSURANCE COMPANY
3281 E GUASTI ROAD, SUITE 440,
ONTARIO, CA. 91761
(909) 510-6200
ATTN: ROGER DERILO/NOYRA KAMPER

SITE AREA:
GROSS ACREAGE: 2.616 ACRES

SURVEYOR:
KWC ENGINEERS
1880 COMPTON AVENUE, SUITE 100
CORONA, CA 92881
(951) 734-2130
ATTN.: THOMAS CASELDINE, P.E., P.L.S.

ASSESSOR PARCEL NO:
380-240-052
380-240-001
PORTION OF 380-240-063
380-240-064
PORTION OF 380-240-062

SURVEYOR'S NOTES:
BOUNDARY LINES ..... WERE ESTABLISHED FROM RECOVERED CITY COUNTY AND/OR PRIVATE SURVEY MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY. NO MONUMENTATION HAS BEEN SET, A WITNESS MARKER HAS BEEN PLACED AT MAJOR CORNERS WHERE NO MONUMENTATION WAS FOUND.

BUILDINGS ..... PARCELS 1, 2 & 3 ARE VACANT LAND. THERE ARE NO BUILDINGS.

CEMETERY ..... THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.

EARTHWORK ..... NO OBSERVABLE EVIDENCE OF RECENT EARTHWORK. BUILDING CONSTRUCTION NOR BUILDING ADDITIONS.

PHYSICAL ACCESS ..... PROPERTY HAS PHYSICAL ACCESS TO CATT ROAD A DULY DEDICATED PUBLIC RIGHT OF WAY.

TOPOGRAPHY ..... TOPOGRAPHY SHOWN HEREON IS PER AN AERIAL FLIGHT DATED 12/22/21 BY INLAND AERIAL. GROUND FIELD TOPOGRAPHY WAS CONDUCTED BY KWC FIELD SURVEY ON 12/28/21.

SOLID WASTE DUMP ..... NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

CLOSEST INTERSECTING STREET..... THE CLOSEST INTERSECTING STREET IS LOCATED NORTH 30' AND EAST 258' (CATT ROAD AND ARYA DRIVE).

UTILITIES LOCATIONS ..... 1.) PAINT MARKINGS FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE UNDERGROUND UTILITIES ARE CONSISTENT WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS. THEIR SOURCE IS UNKNOWN. THE USER OF THIS MAP SHOULD RELY ON SUCH MARKINGS AT THEIR OWN RISK.
2.) POWER POLES ARE SHOWN HEREON AND ALL ARE IN THEIR RESPECTIVE EASEMENTS AS PER ITEM 11 OF EXCEPTIONS.

GAPS & OVERLAPS ..... PROPERTY AS ESTABLISHED HEREON IS FREE OF GAPS AND /OR OVERLAPS WITH SURROUNDING PROPERTIES.

STREET OBSERVATIONS... NO RECENT STREET OR SIDEWALK REPAIRS OR CONSTRUCTION WERE OBSERVED AT THE TIME OF THE SURVEY.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P474". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK:
BENCH MARK NO. T-58-81; ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER; DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.01' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

FLOOD ZONE DESIGNATION:
BY GRAPHIC PLOTTING ONLY, THE LAND SHOWN HEREON IS DESIGNATED AS BEING IN ZONE "X" PER FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 06065C2705G, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 28, 2008 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), DESIGNATED AREA BEING DESCRIBED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1" ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE." NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S CERTIFICATION:
TO:
CHAO MURRIETA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
KYUNGJA CHO,
CCG CATT LLC,
FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 11 (OBSERVED EVIDENCE ONLY), 14, 16, 17 AND 19.

THE FIELD WORK WAS COMPLETED ON MAY 03, 2022

DATE OF PLAT OR MAP: MAY 04, 2022

Thomas Caseldine 5/04/2022
THOMAS M. CASELDINE DATE
L.S. 9029

PROFESSIONAL LAND SURVEYOR · THOMAS M. CASELDINE · No. 9029 · STATE OF CALIFORNIA

TITLE INFORMATION:
THE TITLE DESCRIPTION AND EXCEPTION ITEMS SHOWN HEREON WERE TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-1086834-ONT1 DATED SEPTEMBER 20, 2021 AND HAVE THE SAME NUMERICAL DESIGNATION AS IN THOSE REPORTS.

EASEMENTS:
PLOTTABLE EASEMENTS ARE SHOWN FROM AN OWNER-SUPPLIED TITLE REPORT INDICATED BY A "⟨⟩", NON-PLOTTABLE EASEMENTS ARE INDICATED BY "□" ALL WITHIN THE "EXCEPTION" ITEMS OF THE TITLE REPORT.

(14) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED APRIL 06, 1955 AS INSTRUMENT NO. 22388, MAY 24, 1978 AS INSTRUMENT NO. 104062, AND OCTOBER 11, 1979 AS INSTRUMENT NO. 216332 ALL OF OFFICIAL RECORDS. (AFFECT THE WESTERLY AND SOUTHERLY BOUNDARY)

(21) AN EASEMENT FOR DRAINAGE PURPOSES AS SHOWN OR DEDICATED ON THE MAP OF AMENDED PARCEL MAP 22776 RECORDED AUGUST 08, 1989 AND ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(22) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 HAVE BEEN RELINQUISHED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS.

(23)(36) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS.

(24) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE STREET OR HIGHWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED DECEMBER 14, 2010 AS INSTRUMENT NO. 2010-0598558 OF OFFICIAL RECORDS. (AFFECTS PARCEL 3)

THE ABOVE DOCUMENT WAS RE-RECORDED MAY 09, 2011 AS INSTRUMENT NO. 2011-0204321 OF OFFICIAL RECORDS.

(26) TRANSFER OF TITLE OF PARCELS 0264-005C, 0264-005D & 0264-005E PER DEED EXECUTED BY COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA TO CITY OF WILDOMAR, A MUNICIPALITY OF THE STATE OF CALIFORNIA, RECORDED JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS. (GRANTEE OF QUIT CLAIM DOES NOT APPEAR TO BE ENTITY CAPABLE OF ACQUIRING TITLE TO REAL PROPERTY ON PARCEL No. PCL 0264-005C) (PLOTTED HEREON)

(32) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 13, 1978 AS INSTRUMENT NO. 261602 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(34) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM STATE HIGHWAY 15 AND CLINTON KEITH ROAD EXCEPT THE GENERAL EASEMENT OF TRAVEL HAVE BEEN DEDICATED OR RELINQUISHED IN THE MAP OF AMENDED PARCEL MAP 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS. (PLOTTED HEREON)

(39) THE RIGHTS, IF ANY, OF A CITY, PUBLIC UTILITY OR SPECIAL DISTRICT, PURSUANT TO SECTION 8345 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, TO PRESERVE A PUBLIC EASEMENT IN CLINTON KEITH ROAD AS THE SAME WAS VACATED BY THE DOCUMENT RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS. (BLANKET IN NATURE)

EASEMENTS OR OTHER ENTITLEMENTS NOT SHOWN ON ABOVE MENTIONED TITLE REPORT

(A) FINAL ORDER OF CONDEMNATION OF A PORTION OF PARCEL 1 FOR PUBLIC ACCESS AND INCIDENTAL PURPOSES DESIGNATED AS PARCEL 21667-1 IN THE DOCUMENT RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 OF OFFICIAL RECORDS. (PLOTTED HEREON)

(B) GRANT DEED TO THE CITY OF WILDOMAR FOR A PORTION OF CLINTON KEITH ROAD FOR RIGHT OF WAY PURPOSES DESIGNATED AS PARCEL 0264-004A IN THE DOCUMENT RECORDED FEBRUARY 24, 2011 AS INSTRUMENT NO. 2011-0084975 OF OFFICIAL RECORDS. (PLOTTED HEREON)

MONUMENT NOTES:
- ● INDICATES FOUND MONUMENT AS INDICATED.
- ( ) INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41, UNLESS OTHERWISE NOTED
- [ ] INDICATES RECORD DATA PER DEED OR TITLE REPORT. (AS NEEDED)
- R1 INDICATES RECORD DATA PER AMENDED PM 22776 P.M.B. 158/37-41.
- R2 INDICATES RECORD DATA PER RECORD OF SURVEY RS 141/13-15.
- R3 INDICATES RECORD DATA PER C.O.C. RECORDED 9/20/2011 AS INST. NO. 2011-0415389 AFFECTING TRACT NO. 30155 MB 423/27-41.
- R4 INDICATES RECORD DATA PER PARCEL MAP NO. 9637, P.M.B. 58/1-5.
- S.F.N. INDICATES SEARCHED, FOUND NOTHING
- (R&M) INDICATES RECORD AND MEASURED

M1 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CATT ROAD AND ARYA DRIVE.

M2 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE N'LY EC OF ARYA DRIVE.

M3 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE S'LY BC OF ARYA DRIVE.

M4 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, FLUSH WITH AC PER R2. ACCEPTED AS THE INTERSECTION OF CLINTON KEITH ROAD AND ARYA DRIVE.

M5 – FD. 1" IP, TAGGED LS 7910, DOWN 0.60' PER R2 & R3. ACCEPTED AS THE NW'LY CORNER OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM PER R1.

M6 – FD. 1" IP, TAGGED LS 3698, FLUSH PER R2 & R4. ACCEPTED AS INTERSECTION OF POINT ON W'LY LINE OF GOVERNMENT LOT 1 OF SECTION 1, T7S, R4W, SBM AND N'LY RIGHT OF WAY OF NORTH BOUND ON-RAMP OF I-15 PER R2.

M7 – FD. 1" IP WITH YELLOW PLASTIC PLUG, ILLEGIBLE, DOWN 0.20 PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF THE NORTH BOUND ON-RAMP OF I-15 PER R2.

M8 – FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 5022, FLUSH PER R2. ACCEPTED AS ANGLE POINT IN THE N'LY RIGHT OF WAY OF CLINTON KEITH PER R2.

M9 – FD. 3/4" BRASS TAG AND NAIL SET IN CONCRETE; ACCEPTED AS SW COR OF TRACT 30155 PER M.B. 423/27-41.

M10– FD. 1" IP WITH YELLOW PLASTIC PLUG, LS 7910, FLUSH WITH AC PER R2. PT BEARS 0.13' SOUTH OF ROW. ACCEPTED 0.13' OFFSET TO THE SE CORNER OF TRACT 30155 PER M.B. 423/27-41.

BOUNDARY ESTABLISHMENT SHEET
40 0 40' 80' 120'
SCALE IN FEET

SITE AREA PLAN

LEGEND OF SYMBOLS & ABBREVIATIONS:
SYMBOLS
- STREET LIGHT
- LIGHT
- TS TRAFFIC SIGNAL
- CB CATCH BASIN
- DI DROP INLET
- S SIGN
- F/H FIRE HYDRANT
- PP POWER POLE
- TPP TEMPORARY POWER POLE
- M METER
- P POST
- V VALVE
- B.O. BLOW OFF
- A/V AIR RELEASE VALVE
- MH MANHOLE
- UB UTILITY BOX
- U/O UNDEFINED OBJECT ROUND
- U/O UNDEFINED OBJECT SQUARE

ASPH	ASPHALT
BLDG	BUILDING
C&G	CURB & GUTTER
CL	CENTERLINE
CONC	CONCRETE
COR	CORNER
DRWY	DRIVEWAY
E'LY	E'LY = EASTERLY
EP	EDGE OF PAVEMENT
(OH)	OVERHEAD UTILITY
ICV	IRRIGATION CONTROL VALVE
IRRG	IRRIGATION
N'LY	NORTHERLY
PAV	PAVEMENT
P.P.	POWER POLE
PT	POINT
RET	RETAINING
SW	SIDEWALK
SMH	SEWER MANHOLE
SD	STORM DRAIN
S'LY	SOUTHERLY
W'LY	WESTERLY
CLF	CHAIN LINK FENCE
WIF	WROUGHT IRON FENCE

LINE TYPES
- RIGHT OF WAY/PARCEL LINE
- BOUNDARY
- BUILDING SETBACK
- CENTERLINE
- EASEMENT
- CURB AND GUTTER
- FENCE
- RETAINING WALL
- RESTRICTIVE ACCESS RIGHTS

NOTE: NOT ALL SYMBOLS/ ABBREVIATIONS MAY BE USED.

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

PARCEL A: APN: 380-240-052-6 (AFFECTS PARCEL 2) AND 380-240-001-0 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063
PARCELS 2 AND 3 OF PARCEL MAP NO. 22776, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 2 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062
PARCEL 1 OF PARCEL MAP NO. 22776, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGE(S) 39 THROUGH 43, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA AND AS SHOWN ON THE AMENDED MAP THEREOF RECORDED IN BOOK 158, PAGES 37 THROUGH 41 INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING PARCEL 1 OF SAID PARCEL MAP NO. 22776, AS VACATED BY RESOLUTION RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER OF CONDEMNATION RECORDED ON AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813 BOTH OF OFFICIAL RECORDS.

MARK	REVISIONS	DATE
1	REVIEWED & VERIFIED NO ADDITIONAL EASEMENTS WITH ABANDONED ROADWAY TO E'LY ADJACENT PARCEL, ADD ADDITIONAL FOUND MONUMENTS	5/04/22

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 CORONA, CA 92881-3370 951-734-2130

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1"=40'	5/04/22	LLC	TMC

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

PREPARED FOR: CCG CATT, LLC
J.N. 2021.2214.1

SHEET NO. 1 OF 1 SHTS.

K:\21\2214\SURVEY\MAPS\ALTA\Retrieved\2214-ALTA.dwg

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be contacted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 11. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from U.S. Geological Survey Digital Orthophoto Quadrangles produced at a scale of 1:12,000 from photography dated 1994 or later.

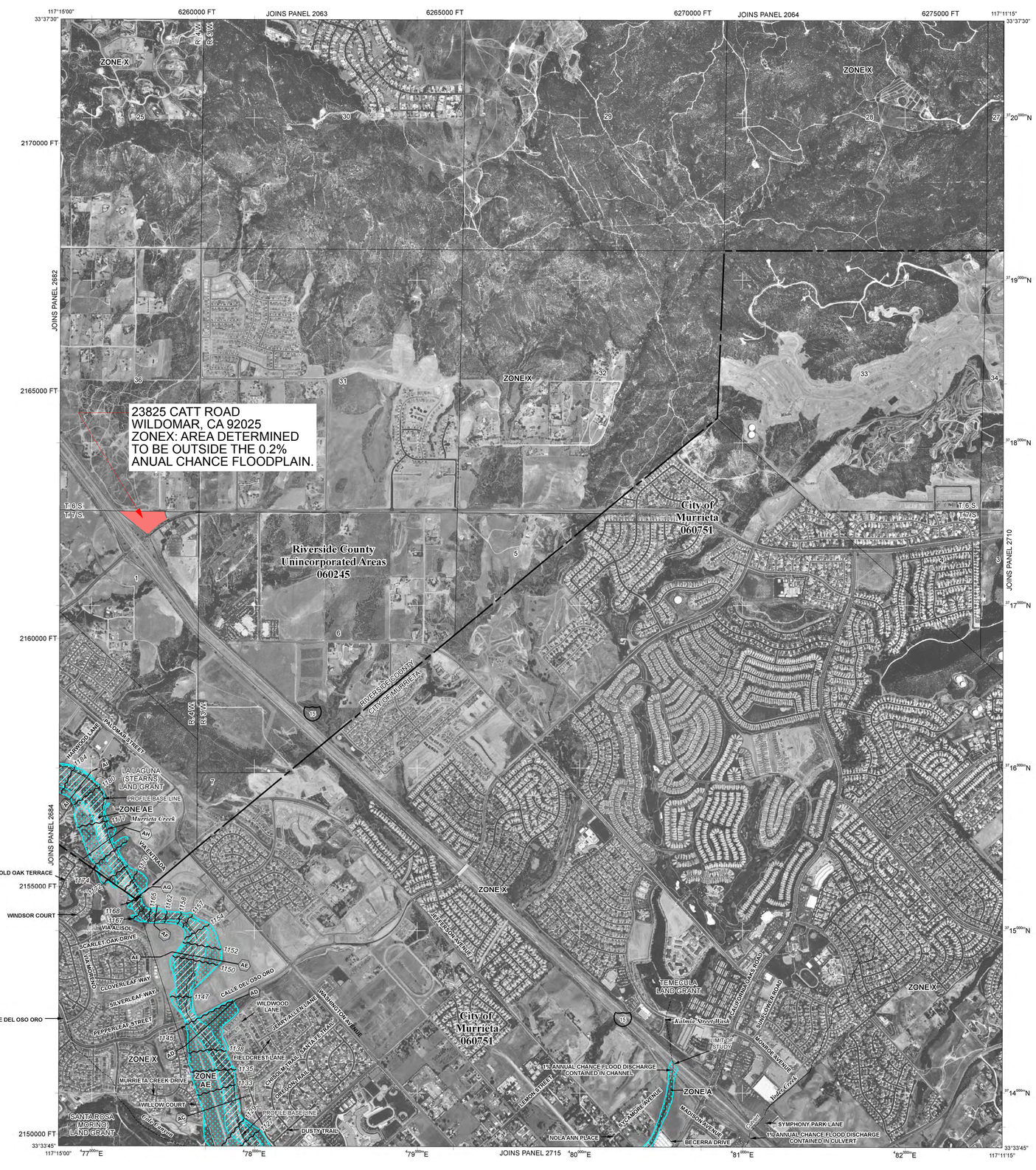
This map may reflect more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.


117°15'00"
6260000 FT
JOINS PANEL 2063
6265000 FT
6270000 FT
JOINS PANEL 2064
6275000 FT
117°11'15"
33°37'30"
2170000 FT
JOINS PANEL 2682
2165000 FT
2160000 FT
2155000 FT
2150000 FT
33°33'45"
37°20'000"N
37°19'000"N
37°18'000"N
37°17'000"N
37°16'000"N
37°15'000"N
37°14'000"N
JOINS PANEL 2710
JOINS PANEL 2684
JOINS PANEL 2715
ZONE X
ZONE AE
ZONE A
23825 CATT ROAD
WILDOMAR, CA 92025
ZONEX: AREA DETERMINED
TO BE OUTSIDE THE 0.2%
ANUAL CHANCE FLOODPLAIN.
Riverside County
Unincorporated Areas
060245
City of
Murrieta
060751
T.6 S.
T.7 S.
R.4W
R.3W
LA LAGUNA (STEARNS) LAND GRANT
SANTA ROSA (MORINO) LAND GRANT
TEMECULA LAND GRANT
PROFILE BASE LINE
Murrieta Creek
Kalmia Street Wash
Tributary
Murrieta Creek
HARWOOD LANE
PALOMARES STREET
VALENTIJADA
OLD OAK TERRACE
WINDSOR COURT
VIA ALISOL
SCARLET OAK DRIVE
VIA MORENO
CLOVERLEAF WAY
SILVERLEAF WAY
PEPPERLEAF STREET
CALLE DEL OSO ORO
WILDWOOD LANE
JEAN VALLEE LANE
FIELDCREST LANE
MURRIETA CREEK DRIVE
WILLOW COURT
DUSTY TRAIL
OREGON TRAIL
CHISHOLM TRAIL SANTA FE TRAIL
WASHINGTON AVENUE
JEFFERSON AVENUE
CALIFORNIA OAKS ROAD
SUNFLOWER ROAD
MONROE AVENUE
LEMON STREET
SYCAMORE AVENUE
MADISON AVENUE
NOLA ANN PLACE
BECERRA DRIVE
SYMPHONY PARK LANE
RIVERSIDE COUNTY
CITY OF MURRIETA
LIMIT OF STUDY
1% ANNUAL CHANCE FLOOD DISCHARGE CONTAINED IN CHANNEL
1% ANNUAL CHANCE FLOOD DISCHARGE CONTAINED IN CULVERT
1184
1180
1177
1174
1171
1168
1165
1162
1158
1155
1152
1150
1147
1145
1142
1138
1135
1133
1130
1127
1124
1120
1117
1114
1111
1108
1105
1102
1099
1096
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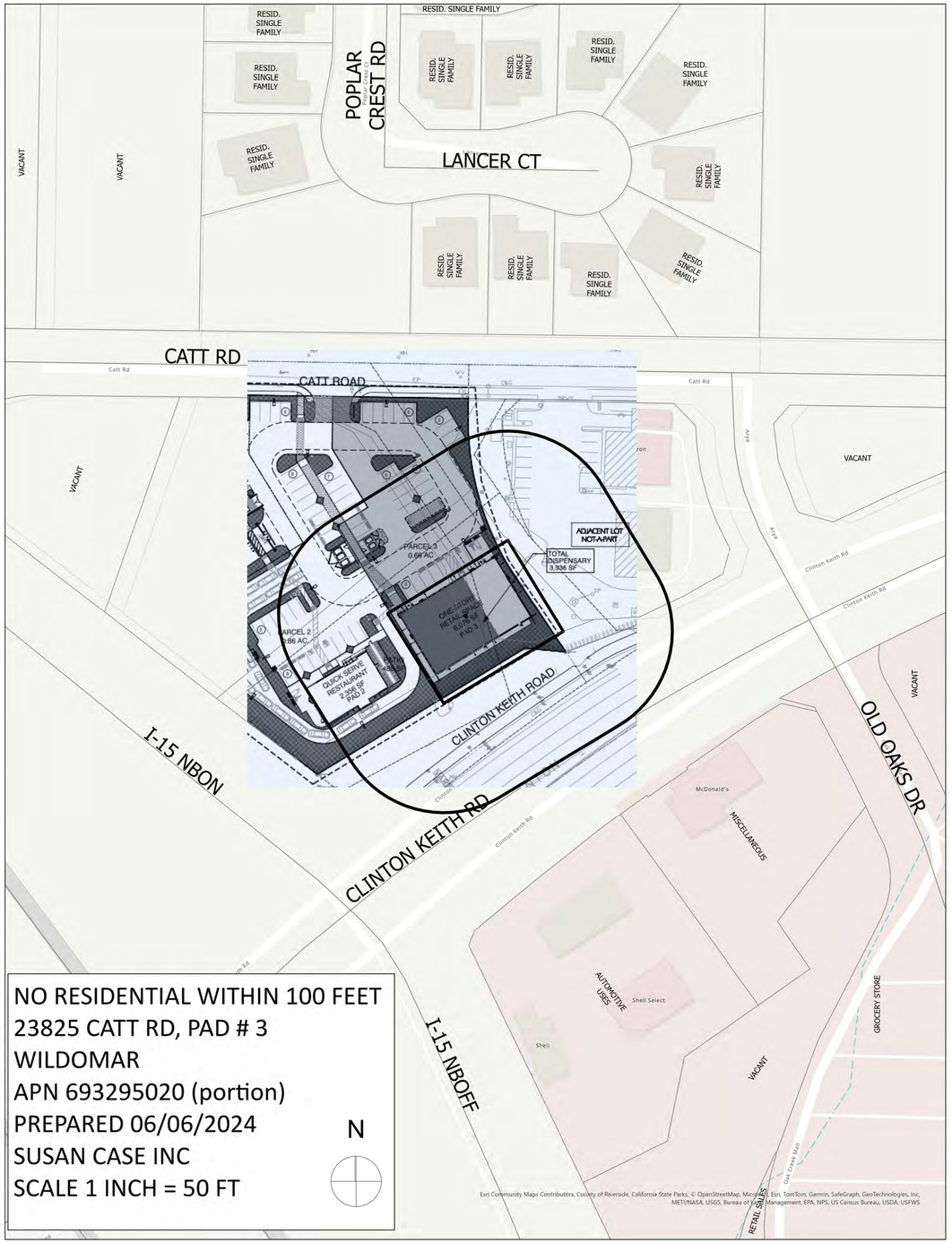
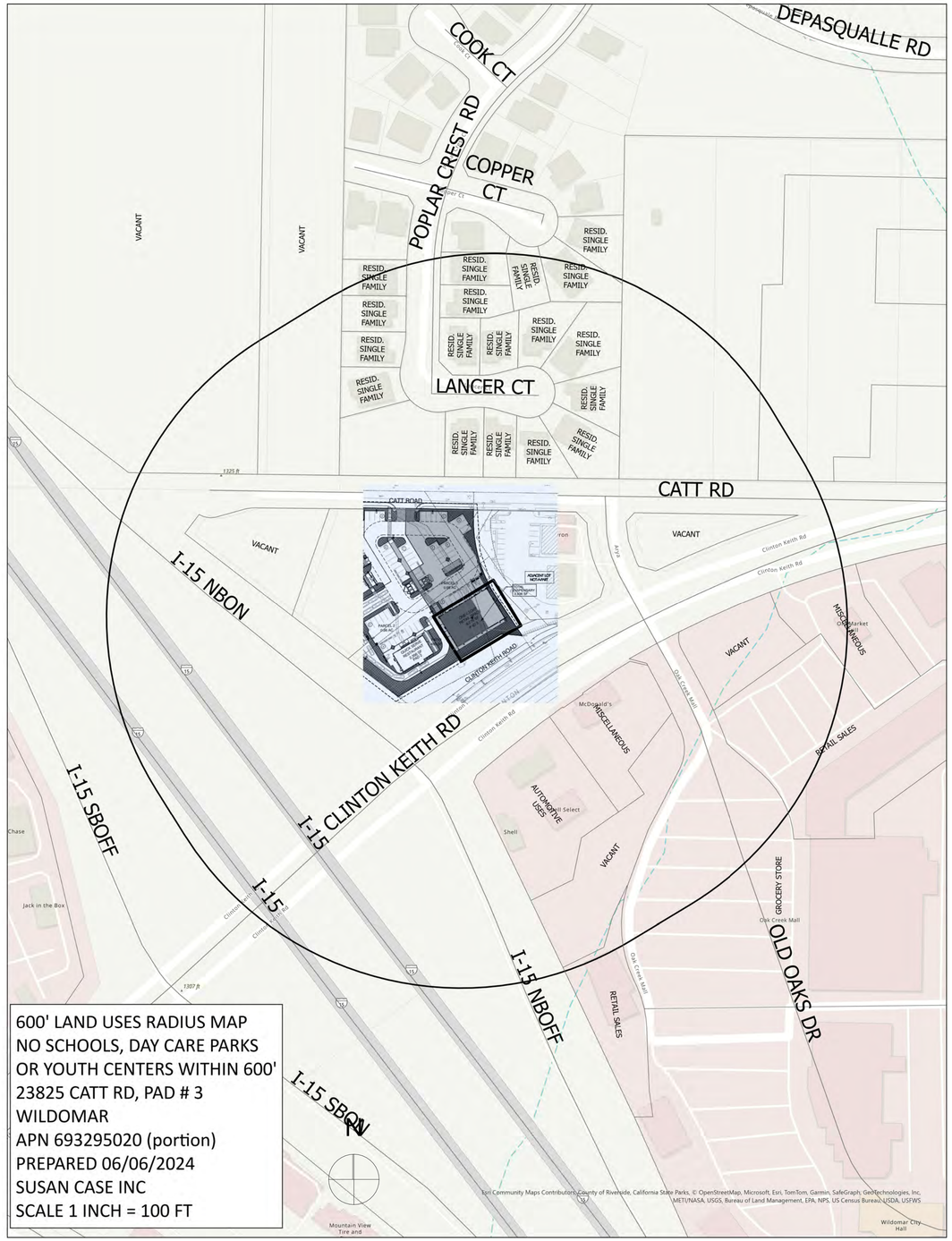
1018
1015
1012
1009
1006
1003



NO RESIDENTIAL WITHIN 100 FEET
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 50 FT

N



600' LAND USES RADIUS MAP
NO SCHOOLS, DAY CARE PARKS
OR YOUTH CENTERS WITHIN 600'
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 100 FT

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

SENSITIVE USE MAP

05-

SHEET 5 OF25

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CATT CROSSINGS RETAIL CENTER

FIRE ACCESS PLAN

GENERAL NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF WILDOMAR, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.

2. THE CONTRACTOR/DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEARING OF THE WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITEE MUST INFORM COUNTY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
   PHONE: (951) 955-6790 FOR PERMIT CASES (CUP, PUP, PP OR VOLUNTARY MS CASES.),CABAZON AND AREA WEST.
   PHONE: (951) 955-6885 FOR PARCEL AND TRACT MAPS.
   PHONE: (760) 342-8267 FOR PERMIT CASES EAST OF CABAZON.

3. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STANDARD NO. 1220 AND 1221.

4. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WILDOMAR AND RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.

5. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.

6. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS, STORM DRAINS.

7. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARD NO. 206 AND/OR NO. 207, AS DIRECTED IN THE FIELD.

8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE COUNTY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.

9. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS FOR PARCEL AND TRACT MAPS SHALL BE TAKEN AND MAY BE TAKEN FOR PERMIT CASES BY THE COUNTY AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.

10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN 14 DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.

11. PRIME COAT IS REQUIRED PRIOR TO PAVING ON ALL GRADES IN EXCESS OF TEN PERCENT.

12. STREETLIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN.

13. AS DETERMINED BY THE TRANSPORTATION DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.

14. ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED WITHIN PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPE PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS, AND ALL LANDSCAPING ON ALL OTHER STREETS, SHALL REQUIRE SEPARATE LANDSCAPE PLANS. ALL LANDSCAPING ENCROACHMENTS SHALL CONFORM TO RIVERSIDE COUNTY COMPREHENSIVE LANDSCAPING GUIDELINES DATED OCTOBER 2009.

15. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS NOT PART OF THIS PROJECT ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT.

16. A. CONSTRUCTION PROJECTS MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
    B. PRIOR TO ANY CONSTRUCTION, THE DEVELOPER SHALL PROVIDE THE COUNTY A COPY OF THE NOI WITH A VALID WDID NUMBER.

17. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.

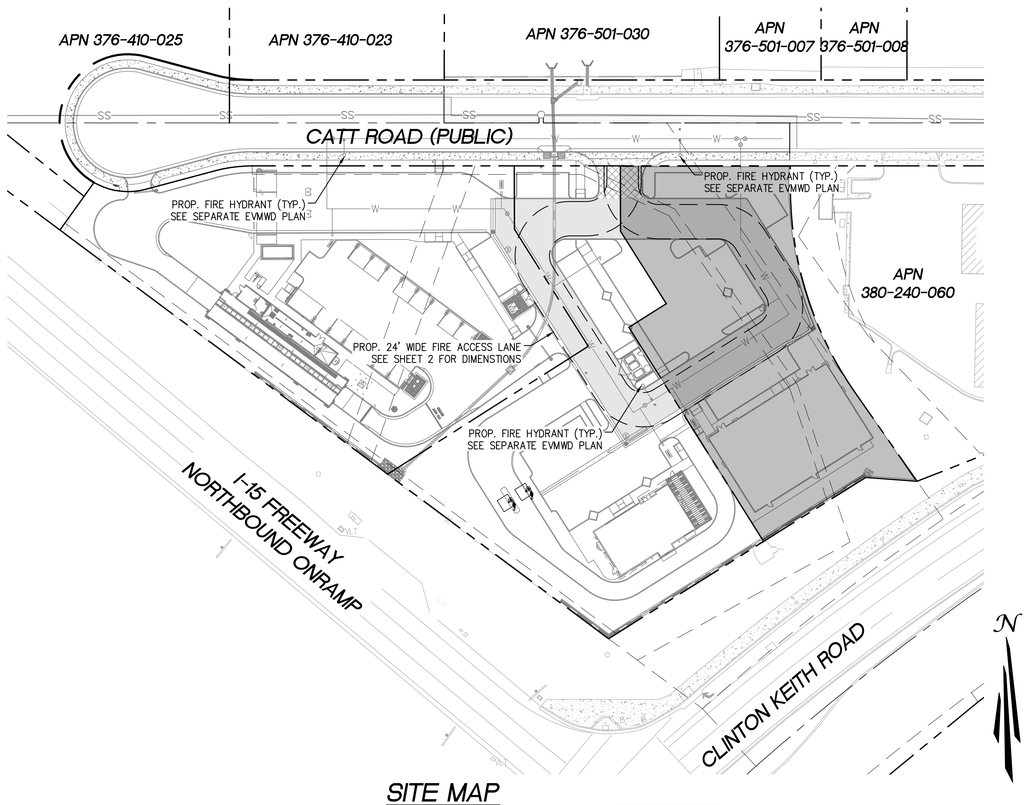
18. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE TRANSPORTATION DEPARTMENT.

19. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMIT # _____ ON THE PLAN.

20. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO THE CITY AND OR CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THEIR RIGHT-OF-WAY.

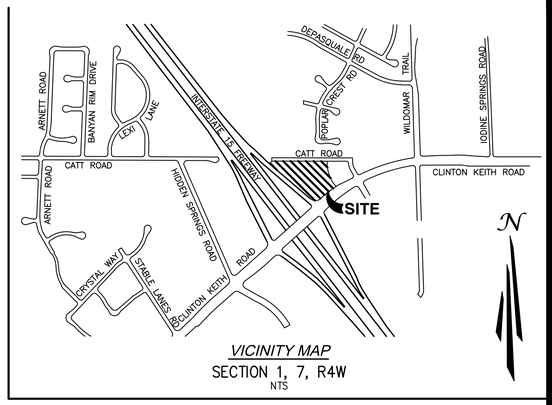
21. ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.

22. ALL BMPs WITHIN PUBLIC RIGHT-OF-WAY ARE TO BE MAINTAINED BY THE CITY OF WILDOMAR AS A PART OF THE CFD.



SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 1, 7, R4W

NTS

SITE AREA PLAN

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BCR	BEGIN CURB RETURN
C&G	CURB AND GUTTER
CB	CATCH BASIN
CL	CENTERLINE
D.I.	DUCTILE IRON
DWY	DRIVEWAY
ECR	END CURB RETURN
EP	EDGE OF PAVEMENT
EX	EXISTING
FH	FIRE HYDRANT
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISH SURFACE
HP	HIGH POINT
L/LT	LEFT
LP	LOW POINT
PCC	POINT COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PROP.	PROPOSED
R/RT	RIGHT
R/W	RIGHT OF WAY
SBL	SET BACK LINE
STR	STREET
TB	TOP OF BERM
TC	TOP OF CURB
VC	VERTICAL CURVE

INDEX OF SHEETS:

1. TITLE SHEET
2. FIRE ACCESS PLAN

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: BRANDON HUMANN
(951)348-3000
BHUMANN@CATALYSTRETAIL.COM

SCOPE OF WORK

24' WIDE FIRE DEPARTMENT ACCESS LANE WITHIN PROPOSED COMMERCIAL DEVELOPMENT.

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK LOCATION:

BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER — ALFREDO GONZALEZ — No. C94017 — CIVIL — STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

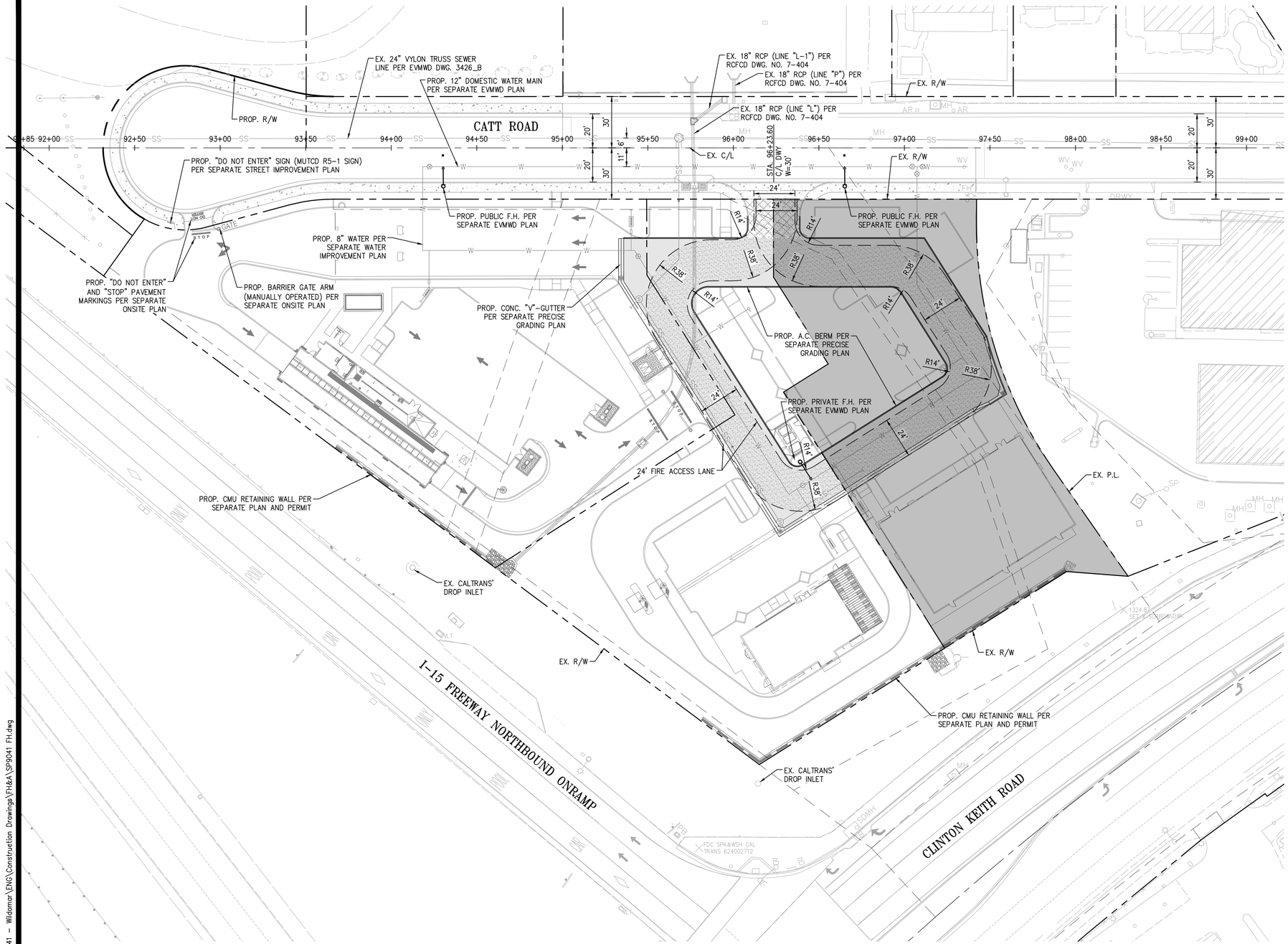
701 North Parkcenter Drive
Santa Ana, CA 92705
p: 714.560.8200
www.tait.com

TAIT & ASSOCIATES — Since 1944
ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County · San Luis Obispo · Sacramento · Riverside · Denver · Boise · Dallas · Atlanta

TITLE SHEET

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

Feb 16, 2024 - 5:45pm by ogonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 TS.dwg



LEGEND

- 200' — FINISHED CONTOUR
- -(200')- — EXISTING CONTOUR
- RIGHT OF WAY
- STREET CENTERLINE
- EXISTING EASEMENT
- 24' WIDE FIRE ACCESS LANE
- PROPOSED AC PAVEMENT (SURFACED TO BE ALL WEATHER DRIVING)
  4" A.C./13.2" A.B.
  ASSUMED T.I. = 7
  DESIGNED TO SUPPORT 75,000LBS
  REFER TO SEPARATE PRECISE GRADING PLAN FOR PAVING NOTES

SITE AREA PLAN

N

0 30' 60'

SCALE: 1" = 30'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER LEANDRO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
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FIRE ACCESS PLAN

CATT CROSSING RETAIL CENTER
FIRE ACCESS PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

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Feb 16, 2024 - 5:45pm by ogonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\FH&A\SP9041 FH.dwg

SEWER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC SDR 35 IS THE SEWER PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN SEWER AND WATER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARDS AND THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.

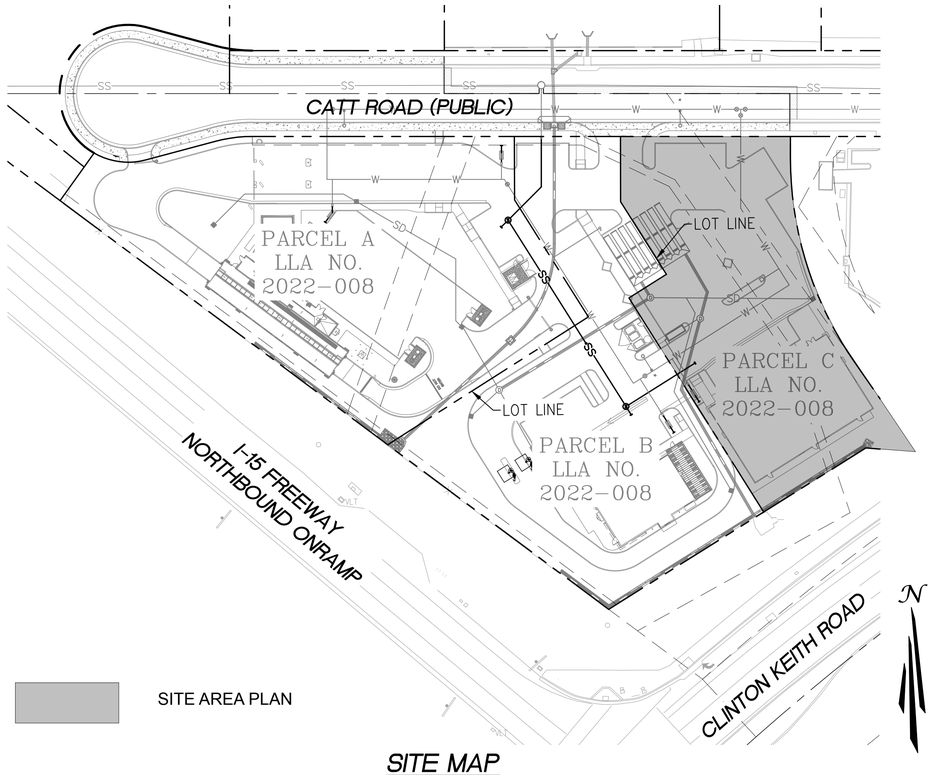
WATER NOTES:

1. SPECIFICATION AND CONSTRUCTION NOTES REQUIRED BY THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
2. MATERIALS, TESTING AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE.
3. PVC CLASS 200 C-900 IS THE TYPE OF PIPE USED.
4. FAILURE TO MEET ANY OF THE REQUIREMENTS OF THE 2022 EDITION OF THE CALIFORNIA PLUMBING CODE WILL BE CAUSE FOR REJECTION.
5. SEPARATION REQUIREMENTS BETWEEN WATER AND SEWER LINES SHALL CONFORM TO STATE HEALTH CODE STANDARD AND 2022 EDITION OF THE CALIFORNIA BUILDING CODE.

CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CATT CROSSING RETAIL CENTER

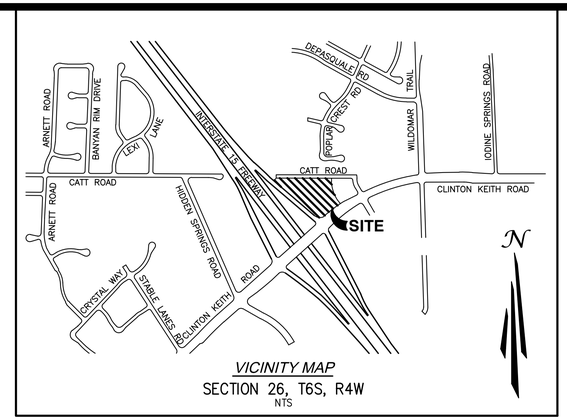
PRIVATE WATER & SEWER PLAN



SITE AREA PLAN

SITE MAP

SCALE: 1"=50'



VICINITY MAP

SECTION 26, T6S, R4W

NTS

INDEX OF SHEETS:

1. *TITLE SHEET*
2. *PRIVATE WATER AND SEWER PLAN*

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: APN: 380-240-052 (AFFECTS PARCEL 2) AND 380-240-001 (AFFECTS PARCEL 3) AND A PORTION OF 380-240-063

PARCELS 2 AND 3 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 2, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS AND WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

PARCEL B: APN: 380-240-064 AND A PORTION OF 380-240-062

PARCEL 1 OF "AMENDED"PARCEL MAP 22776, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 158, PAGES 37 THROUGH 41 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THE WEST HALF OF ARYA DRIVE ADJOINING SAID PARCEL 1, AS VACATED BY RESOLUTION RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS THAT WOULD PASS TO THE VESTEES BY PRACTICE OF LAW.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED TO THE CITY OF WILDOMAR BY FINAL ORDER IN CONDEMNATION RECORDED AUGUST 22, 2013 AS INSTRUMENT NO. 2013-0413823 AND AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS.

NOTICE TO CONTRACTOR

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) 48 HOURS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.

CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY THE ENGINEER OF WORK IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.

LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY
DATED JUNE 27, 2023
AS CONDUCTED BY:

TAIT & ASSOCIATES, INC.
701 PARKCENTER DR.
SANTA ANA, CA 92705
(714) 560-8200

OWNER / PERMITTEE

CATALYST COMMERCIAL GROUP
38605 CALISTOGA DRIVE, SUITE 150
MURRIETA, CA 92563
CONTACT: MARK R. COOPER
(913) 915-6538
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CIVIL ENGINEER

TAIT & ASSOCIATES, INC.
701 N. PARKCENTER DR.
SANTA ANA, CA 92705
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AGONZALEZ@TAIT.COM

GEOTECHNICAL ENGINEER

EARTH STRATA GEOTECHNICAL SERVICES, INC.
42184 REMINGTON AVENUE
TEMECULA, CA 92590
CONTACT: STEPHEN M. POOLE, P.E., G.E.
(951)461-4028

BASIS OF BEARING

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83 (NSRS2011), ZONE 6 (EPOCH 2010.00) BASED LOCALLY ON CONTROL STATIONS "CNPP", "DSSC", AND "P4744". ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99990620.

BENCHMARK LOCATION:

BENCH MARK NO. T-58-81

ELEVATION: 1217.635 (VERTCON) (NAVD 88) VERTICAL ORDER= FIRST ORDER;

DESCRIBED AS A 3" ALUMINUM DISK STAMPED "T-58-81" SET IN THE SIDEWING OF CULVERT WALL, LOCATED FROM THE INTERSECTION OF PALOMAR ST AND CLINTON KEITH ROAD, 0.10' MILE NW OF INTERSECTION AND 76.7' SE'LY OF INTERSECTION OF PALOMAR ST AND SHADOW CANYON ROAD AND 32.50' NE OF THE CENTERLINE OF PALOMAR STREET ON THE SE MIDPOINT OF A CONCRETE BOX CULVERT WINGWALL.

ASSOCIATED PROJECT PERMITS:

- PRECISE GRADING PLAN PERMIT NO.: TBD
- FINAL WQMP PERMIT NO.: TBD
- RETAINING WALL PLAN PERMIT NO.: TBD
- CATT ROAD STREET IMPROVEMENT PLAN PERMIT NO.: TBD
- PUBLIC STORM DRAIN PLAN PERMIT NO.: TBD
- E.V.M.W.D. PLAN PERMIT NO.: TBD
- FIRE HYDRANT AND ACCESS PLAN PERMIT NO.: TBD

REFERENCE DRAWINGS:

R.C.F.C. & W.C.D. – MURRIETA VALLEY STORM DRAIN PLAN – DWG. NO. 7-404
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CFD 98-2
E.V.M.W.D. – SEWER & WATER IMPROVEMENTS FOR CUP NO. 3285

SCOPE OF WORK:

SCOPE OF WORK IS PRIVATE WATER AND SEWER IMPROVEMENTS ONLY.

PREPARED UNDER THE SUPERVISION OF
TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER
ALEJANDRO GONZALEZ
No. C94017
CIVIL
STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

1st Plan Check Submittal

TAIT & ASSOCIATES
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ENGINEERING ENVIRONMENTAL BUILDING LAND
Orange County Sacramento Denver Dallas
San Luis Obispo Riverside Boise Atlanta

TITLE SHEET

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

Feb 16, 2024 - 5:46pm by agonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\UT\SP9041 TS.dwg

PRIVATE SEWER CONSTRUCTION NOTES:

1. CONNECT PRIVATE 8" PVC SDR-35 SEWER PIPE TO SEWER CLEANOUT AND STREET SEWER LATERAL PER SEPARATE EVMWD PLAN – ENG. W.O. #2023-00067.
2. INSTALL 8" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
3. INSTALL 6" PVC SDR-35 SEWER PIPE WITH ALL TEES, BENDS, AND FITTINGS.
4. INSTALL SEWER CLEANOUT PER SPPWC STD. PLAN 204-3.
5. INSTALL 48" DIA. PRECAST CONCRETE SEWER MANHOLE PER SPPWC STD. PLAN 200-4.
6. TERMINATE SEWER LINE WITH TEMPORARY END CAP.

PRIVATE DOMESTIC WATER CONSTRUCTION NOTES:

10. CONNECT 2" DOMESTIC WATER PIPE TO PROPOSED 1-1/2" WATER METER.
11. INSTALL 2" PVC SCH-80 PRIVATE DOMESTIC WATER PIPE.
12. INSTALL 2" PVC SCH-80 PRIVATE IRRIGATION WATER PIPE.
13. 1-1/2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.
14. TERMINATE WATER LINE WITH TEMPORARY END CAP.
15. 2" BACKFLOW PREVENTION DEVICE PER SEPARATE EVMWD PLAN.

SITE AREA PLAN

N

0 20' 40'

SCALE: 1" = 20'

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER ALEJANDRO GONZALEZ No. C94017 CIVIL STATE OF CALIFORNIA

DRAWN: TAIT
DATE: 2/16/2024
CHECKED: AG
DATE: 2/16/2024
JOB NO: SP90410

TAIT & ASSOCIATES
Since 1944
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PRIVATE WATER AND SEWER PLAN

CATT CROSSING RETAIL CENTER
PRIVATE WATER AND SEWER PLAN
CATALYST COMMERCIAL GROUP

2 OF 2

1st Plan Check Submittal

Feb 16, 2024 - 5:47pm by agonzalez K:\Drawings\SP\SP9041 - Wildomar\ENG\Construction Drawings\UT\SP9041 SWR.dwg

0 30 60 90 feet

SCALE: 1" = 30'

NORTH

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	5	Arbutus x 'Marina' / Marina Strawberry Tree Standard	15 gal.	Moderate
	7	Jacaranda mimosifolia / Jacaranda	15 gal.	Moderate
	27	Lagerstroemia indica 'Red' / Red Crape Myrtle	15 gal.	Moderate
	7	Platanus x acerifolia 'Bloodgood' / Bloodgood London Plane Tree	24" box	Moderate
	8	Prunus cerasifera 'Krauter Vesuvius' / Krauter Vesuvius Purple-leaf Plum	15 gal.	Moderate
	1	Quercus agrifolia / Coast Live Oak	15 gal.	Low
	15	Ulmus parvifolia `True Green` / True Green Elm	24" box	Low

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	81	Agave americana 'Marginata' / Variegated Century Plant	5 gal.	Low
	97	Agave attenuata 'Boutin Blue' / Boutin Blue Foxtail Agave	5 gal.	Low
	342	Anigozanthos x 'Bush Ranger' / Dwarf Bush Ranger Kangaroo Paw	5 gal.	Low
	201	Anigozanthos x 'Tequila Sunrise' / Tequila Sunrise Kangaroo Paw	5 gal.	Low
	353	Callistemon viminalis `Little John` / Dwarf Weeping Bottlebrush	5 gal.	Low
	347	Dianella revoluta `Little Rev` / Little Rev Flax Lily	1 gal	Low
	84	Lantana x 'New Gold' / New Gold Lantana	1 gal.	Low
	96	Leucophyllum candidum 'Thunder Cloud' / Thunder Cloud Texas Sage	5 gal.	Low
	94	Salvia greggii 'Furmans Red' / Furman's Red Autumn Sage	5 gal.	Low
	192	Westringia fruticosa 'Morning Light' / Morning Light Coast Rosemary	5 gal.	Low
	160	Yucca recurvifolia 'Walbristar' / Bright Star Soft Leaf Yucca	5 gal.	Low

VINES/ESPALLIERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
	16	Magnolia grandiflora `Little Gem` Espallier / Dwarf Southern Magnolia	15 Gal.	moderate

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS	SPACING
	171	Convolvulus mauritanicus / Morning Glory	1 gal.	Low	36" o.c.
	104	Lantana montevidensis / Purple Trailing Lantana	1 gal.	Low	42" o.c.
	133	Rosmarinus officinalis 'Prostratus' / Trailing Rosemary	1 gal.	Low	42" o.c.
	79	Senecio serpens / Blue Chalksticks	1 gal.	Low	36" o.c.

COMPLIANCE STATEMENT

I have complied with the criteria of the water use ordinance and applied them accordingly for the efficient use of water in the Landscape design plan.

Rodney Staccalosi 4-3-23

PARKING LOT SHADE CALCULATIONS (62 uncovered spaces)

Symbol	Botanical Name/ Common Name	Qty. @ full shade (Sq. Ft.)	Qty. @ 3/4 Shade (Sq. Ft.)	Qty. @1/2 shade (Sq. Ft.)	Qty. @ 1/4 shade (Sq. Ft.)	Total (Sq. Ft.)
	Canopy structures	NA -	NA -	NA -	NA -	0 SF
	Accent tree 20'	0 @ 314 SF -	0 @ 236 SF -	9 @ 157 SF 1,413	0 @ 79 SF -	1,413 SF
	Parking Lot Shade Tree 25'	0 @ 491 SF -	0 @ 368 SF -	0 @ 246 SF -	0 @ 123 SF -	-SF
	Parking Lot Shade Tree 30'	3 @ 706 SF 2,118	0 @ 530 SF -	1 @ 354 SF 354	11 @ 177 SF 1,947	4,419 SF
	Parking Lot Shade Tree 35'	0 @ 962 SF -	0 @ 722 SF -	0@ 481 SF -	0 @ 240 SF -	- SF
					TOTAL TREE SHADE	5,832 SF
	Paved Area (see hatched area on plan)				TOTAL PARKING AREA =	10,468 SF
					50% SHADE AREA REQUIRED =	5,234 SF
					TOTAL SHADE PROVIDED =	5,832 SF
					PERCENT SHADE =	56%

Water Efficient Landscape Worksheet

HYDROZONE/PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIG. METHOD	IRRIG. EFFICIENCY (IE)	ETAF (PF/IE)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS (SHRUBS)	.2	DRIP	.81	.25	25,905	6,476	220,832 GAL.
MEDIUM WATER USE PLANTS (TREES)	.5	BUBBLERS	.81	.62	1,560	967	32,975 GAL.
HIGH WATER USE PLANTS	-	-	-	-	-	-	-
				TOTALS	(A) 27,465	(B) 7,443	
						ETWU Total	253,806 GAL.

Maximum Applied Water Allowance (MAWA). MAWA= (ETo) (Conversion factor) ((ETAF)(Landscape Area)) + ((1-ETAF) x SLA)
(55) (.62) (.45 x 27,465) + (1-.45) X 0) =421,450 GALLONS

Estimated Total Water use (ETWU). ETWU= (ETo)) (Conversion factor) ((ETAF) (Area))
(55) (.62) (7,443) = 253,806 GALLONS

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 7,443
Total Area	(A) 27,465
Average ETAF	(B / A) .27

Note:
1. Average ETAF for Regular Landscape Areas must be below .55 for residential areas and .45 for non-residential areas.

LANDSCAPE/ PLANTING NOTES

1. All new and existing landscape/planting areas shall receive a uniform 3-4" layer of organic wood chip mulch. Shredded bark (Guerilla hair) is not an acceptable mulch.
2. Landscape planters within 5' of a structure shall have a non-combustible aggregate mulch. Wood chip mulch will not be allowed within 5' of a structure.
3. Contractor shall submit soil samples to the laboratory for analysis and recommendations. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

   Soil analysis should include:
   a. Soil texture;
   b. Infiltration rate determined by laboratory test or soil infiltration rate table;
   c. pH;
   d. Total soluble salts;
   e. Sodium;
   f. Percent organic matter; and
   g. Recommendations.

   The Contractor shall provide Landscape Architect soils analysis results prior to implementing the recommendations. Landscape Architect shall confirm soil amendments application(s).
4. All new plant material shall be irrigated with drip irrigation and a smart controller. Landscape Plans will comply with City of Wildomar Water Conservation Standards.
5. All Landscape areas are to be maintained by the property owner.
6. There shall be a 10' minimum distance between trees and proposed street lights/ power poles. Tree an light pole shall be coordinated to meet this requirement.
7. All trees planted within 6' of pavement or permanent structure shall have a root barrier (24" deep by 16' in length). Root barrier type shall be Deeproot UB-24-2 or equivalent.
8. All trees, at a minimum, shall be 'double staked'. Staking detail shall be provided witth/in the Construction Documents.

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.COM
JEFF LIEDERMAN, ARCHITECT

REGISTERED LANDSCAPE ARCHITECT
Rodney L. Staccalosi
No. 4452
Exp. 05/31/24
STATE OF CALIFORNIA

OLIVE STREET
LANDSCAPE ARCHITECTURE
P.O. Box 2083
Petaluma CA 94952
707-280-8990
OliveStreetLandscape.com
rod@olivestreetlandscape.com

CATT CROSSING - RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA 92595

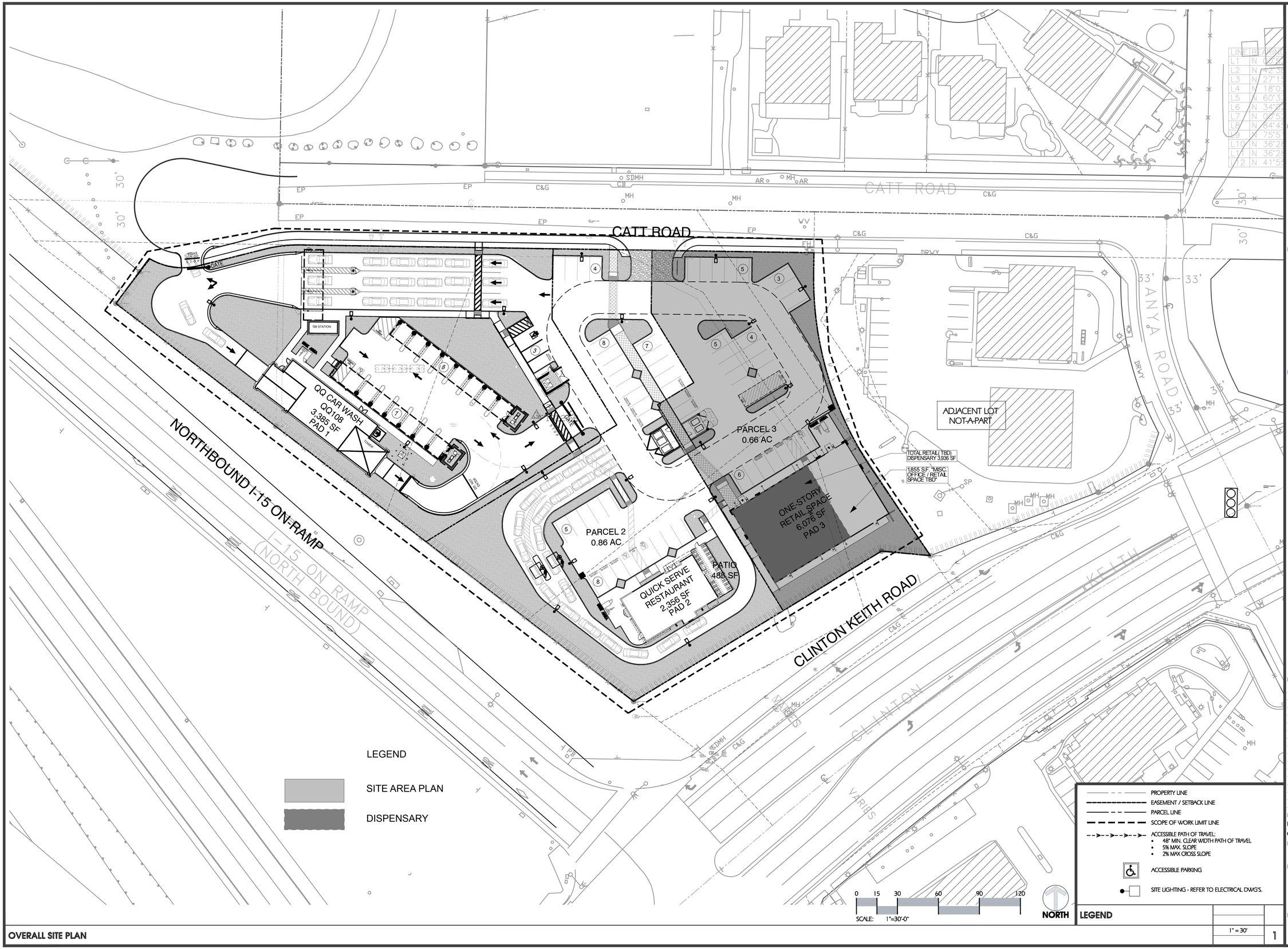
9.26.22	PRELIMINARY DESIGN
1-4-23	PLAN CHECK COMMENTS
03.07.23	CUP RESUBMITTAL
04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

CCG21001.0

LANDSCAPE PLAN

L1



OVERALL SITE PLAN

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.COM
JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

CATALYST COMMERCIAL GROUP

CATT CROSSING RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA

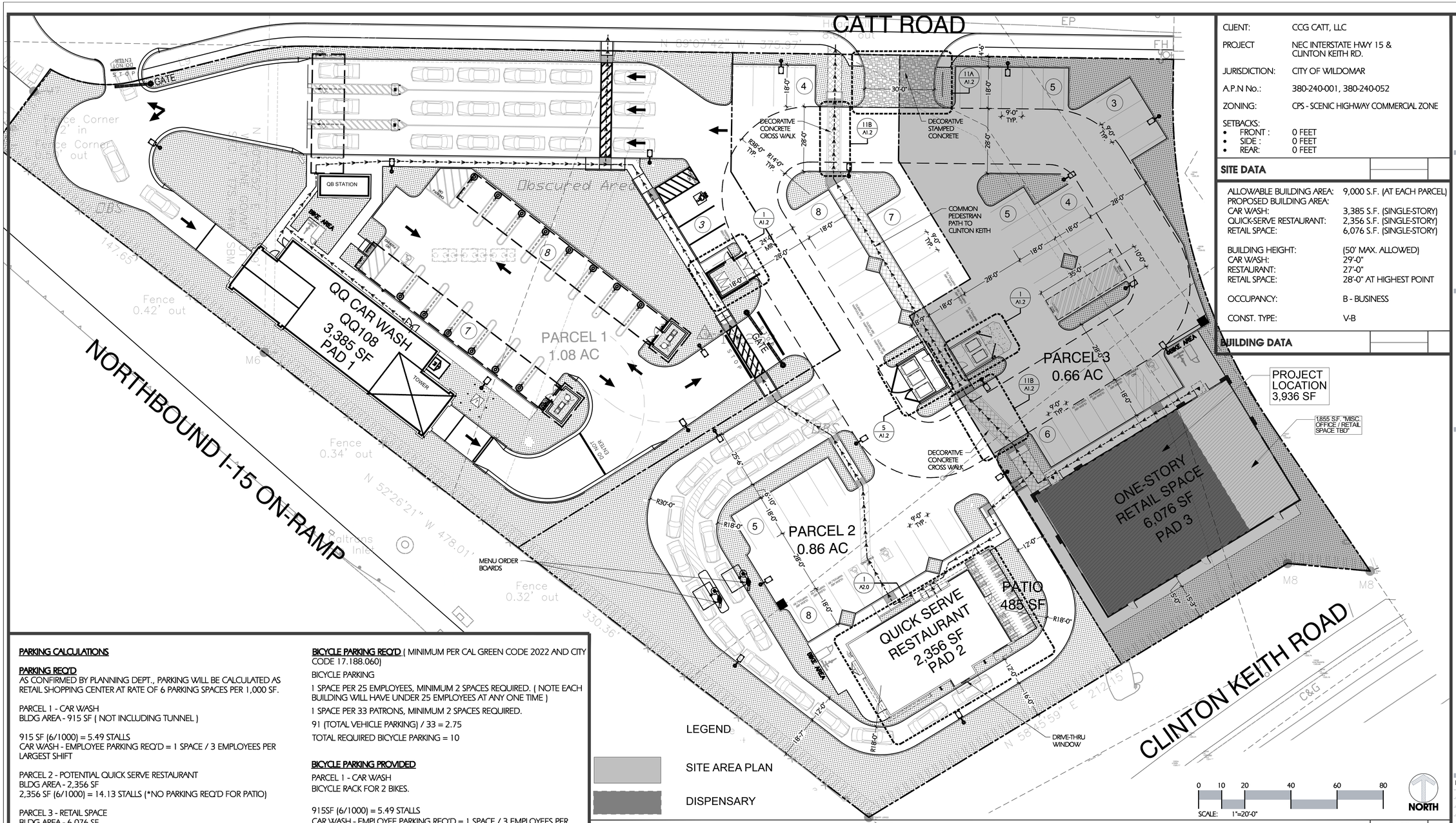
REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

ARCH. PROJECT NO.:
CCG21001.0

SHEET NAME:
OVERALL SITE PLAN

SHEET NUMBER:
A1.0



LEGEND

SITE AREA PLAN

DISPENSARY

CLIENT:	CCG CATT, LLC
PROJECT	NEC INTERSTATE HWY 15 & CLINTON KEITH RD.
JURISDICTION:	CITY OF WILDOMAR
A.P.N No.:	380-240-001, 380-240-052
ZONING:	CPS - SCENIC HIGHWAY COMMERCIAL ZONE
SETBACKS:	
• FRONT :	0 FEET
• SIDE :	0 FEET
• REAR:	0 FEET

SITE DATA

ALLOWABLE BUILDING AREA:	9,000 S.F. (AT EACH PARCEL)
PROPOSED BUILDING AREA:	
CAR WASH:	3,385 S.F. (SINGLE-STORY)
QUICK-SERVE RESTAURANT:	2,356 S.F. (SINGLE-STORY)
RETAIL SPACE:	6,076 S.F. (SINGLE-STORY)
BUILDING HEIGHT:	(50' MAX. ALLOWED)
CAR WASH:	29'-0"
RESTAURANT:	27'-0"
RETAIL SPACE:	28'-0" AT HIGHEST POINT
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

ENLARGED SITE PLAN

1" = 20' | 1

PARKING CALCS

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)
BICYCLE PARKING
1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)
1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.
91 (TOTAL VEHICLE PARKING) / 33 = 2.75
TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.
TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

LANDSCAPE CALCS

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
50% OF PARKING AREA REQUIRED
LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

LANDSCAPE AREA BREAKDOWN:

PARCEL 1

SITE AREA =	47,579 SF± (1.09 AC)
LANDSCAPE =	14,466 SF
BLDG AREA =	3,385 SF

PARCEL 2

SITE AREA =	37, 506 SF± (0.86 AC)
LANDSCAPE =	10,542 SF
BLDG AREA =	2,356 SF

PARCEL 3

SITE AREA =	28,883 SF± (0.66 AC)
LANDSCAPE =	5,101 SF
BLDG AREA =	6,076 SF

OVERALL:

PARCELS =	113,966 (2.62 AC)
LANDSCAPE =	30,109 SF
	27% LANDSCAPE COVERAGE

LEGEND

- PROPERTY LINE
- EASEMENT / SETBACK LINE
- PARCEL LINE
- ACCESSIBLE PATH OF TRAVEL:
  - 48" MIN. CLEAR WIDTH PATH OF TRAVEL
  - 5% MAX. SLOPE
  - 2% MAX CROSS SLOPE
- ACCESSIBLE PARKING
- SITE LIGHTING - REFER TO ELECTRICAL DWG'S.
- WALL MOUNTED LIGHTS
- SCONCES
- LANDSCAPE
- CONCRETE AT DRIVE AISLE AND PARKING

PM DESIGN
Architectural Solutions Group
38 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMAN
PHONE: (949) 430-7051
EMAIL: jliederman@pmdginc.com
JEFF LIEDERMAN, ARCHITECT

SEAL:

CONSULTANT:

CATT CROSSING RETAIL CENTER

23825 CATT ROAD
WILDOMAR, CA

CATALYST COMMERCIAL GROUP

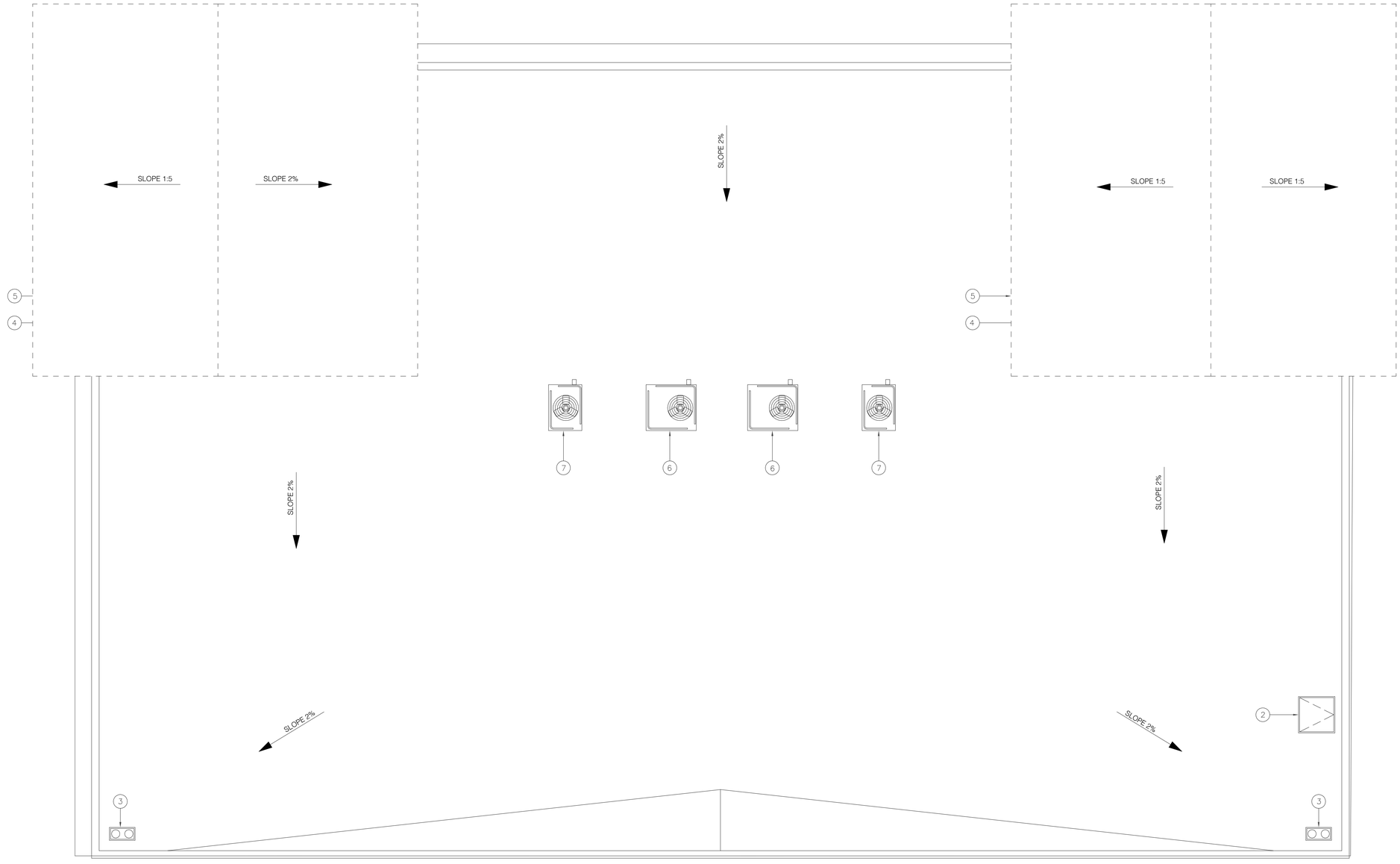
REV	DATE	DESCRIPTION
1	10.11.22	CUP SUBMITTAL
2	12.30.22	CUP RESUBMITTAL
3	03.07.23	CUP RESUBMITTAL
4	04.07.23	CUP RESUBMITTAL

DRAWN BY: MP
CHECKED BY: RK

ARCH. PROJECT NO.: CCG21001.0

SHEET NAME: ENLARGED SITE PLAN

SHEET NUMBER: A1.1



Legend:

- PARAPET WALL, TYP.
- SLOPE 2% — ROOF SLOPE, TYP.
- (1) CLASS 'A' TORCH DOWN ROOF, TYP.
- (2) ROOF HATCH
- (3) ROOF DRAIN WITH OVERFLOW
- (4) METAL ROOF, TYP.
- (5) METAL ROOF GUTTER WITH DOWNSPOUT, TYP.
- (6) ROOF TOP HVAC PACKAGE UNIT
- (7) HVAC SPLIT SYSTEM COMPRESSOR

PROPOSED ROOF PLAN

SCALE: 1/4" = 1'-0"

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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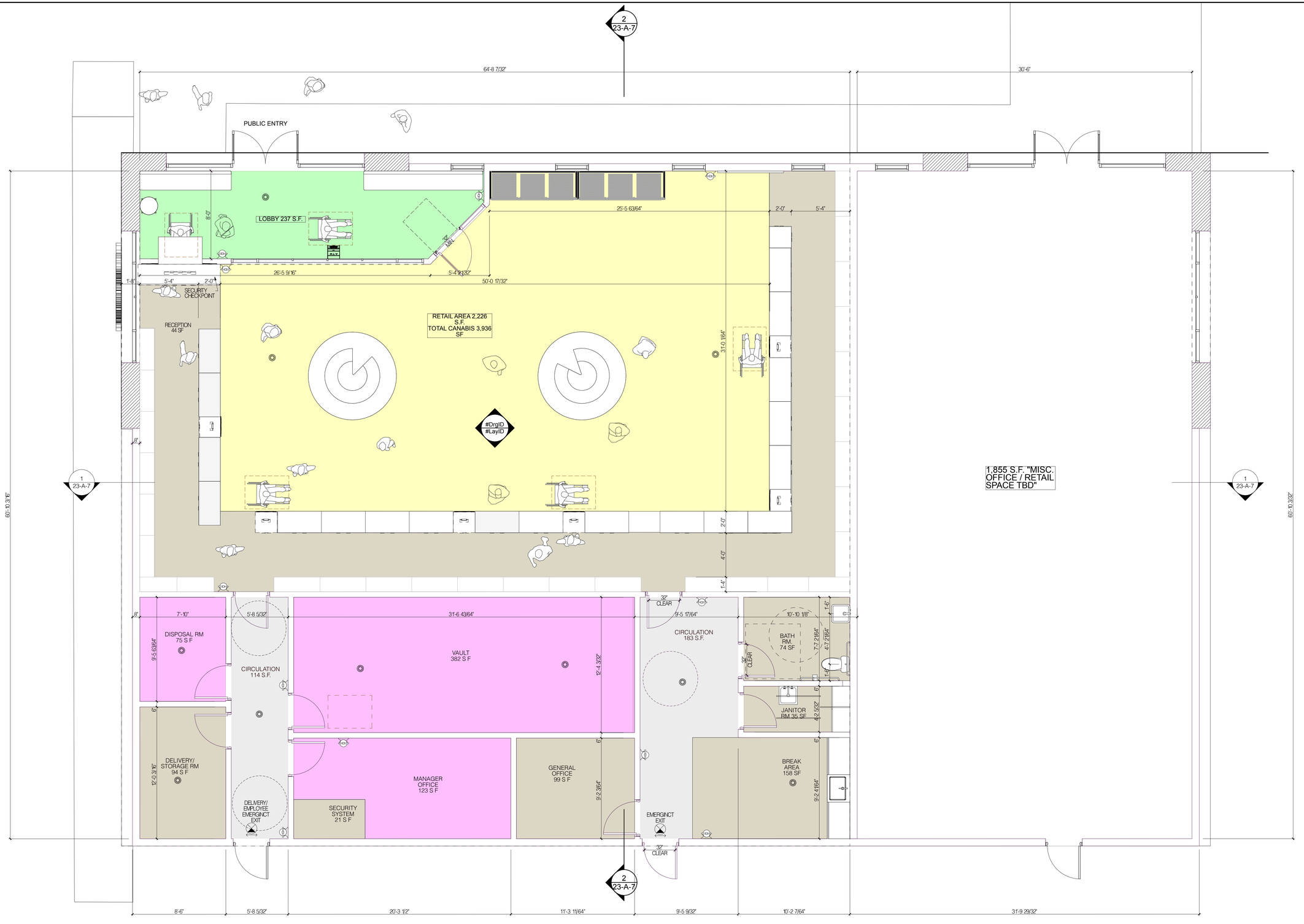
PROPOSED ROOF PLAN

13- A-01.3

SHEET 13 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

PROPOSED CANNABIS FLOOR PLAN

SCALE: 1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS		BY
R1	JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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PROPOSED FLOOR PLAN

14-A.02

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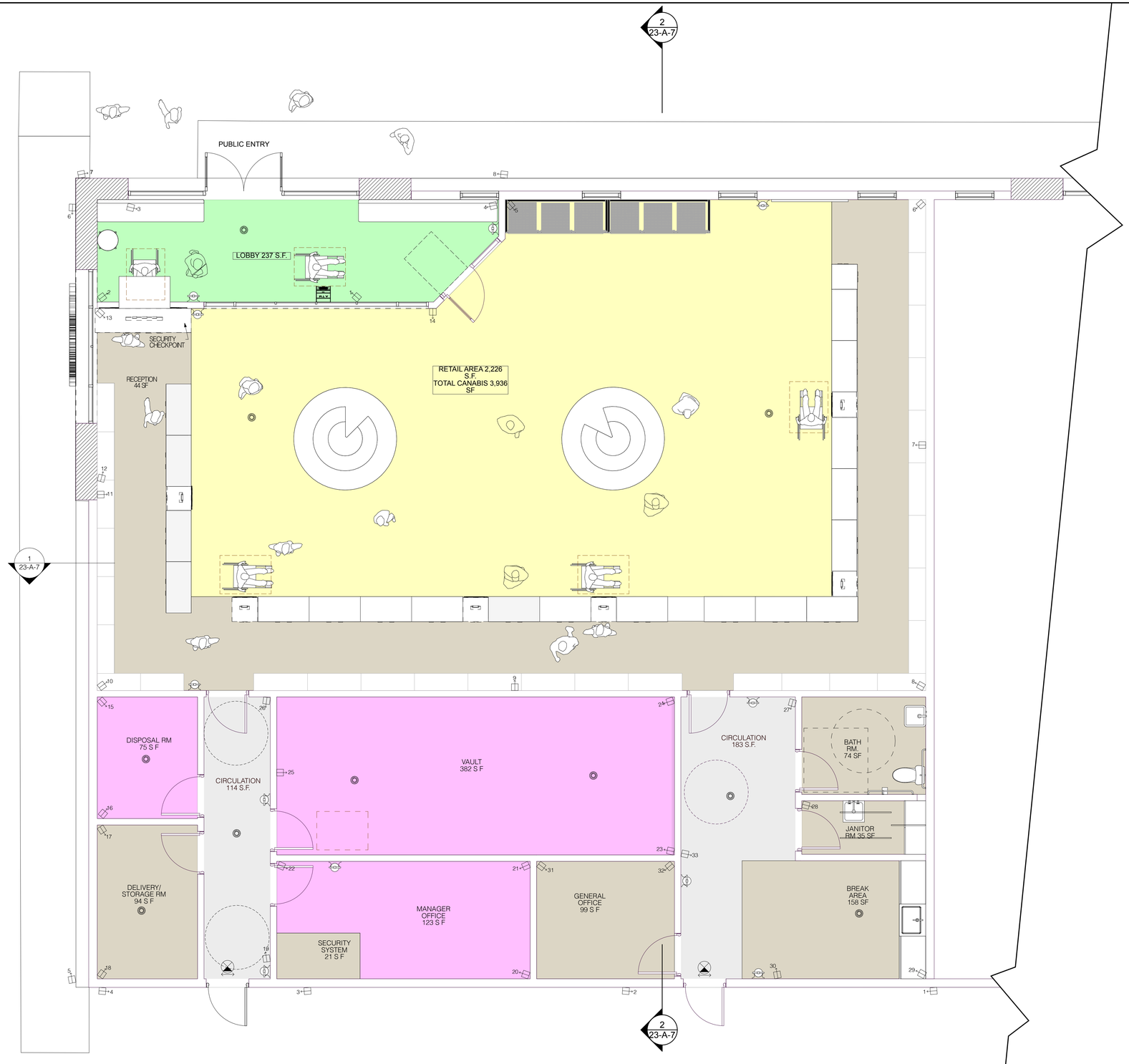

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- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR
- X — SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

SECURITY FLOOR PLAN

SCALE: 1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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SHEET TITLE

SECURITY FLOOR PLAN

15-A-02.1

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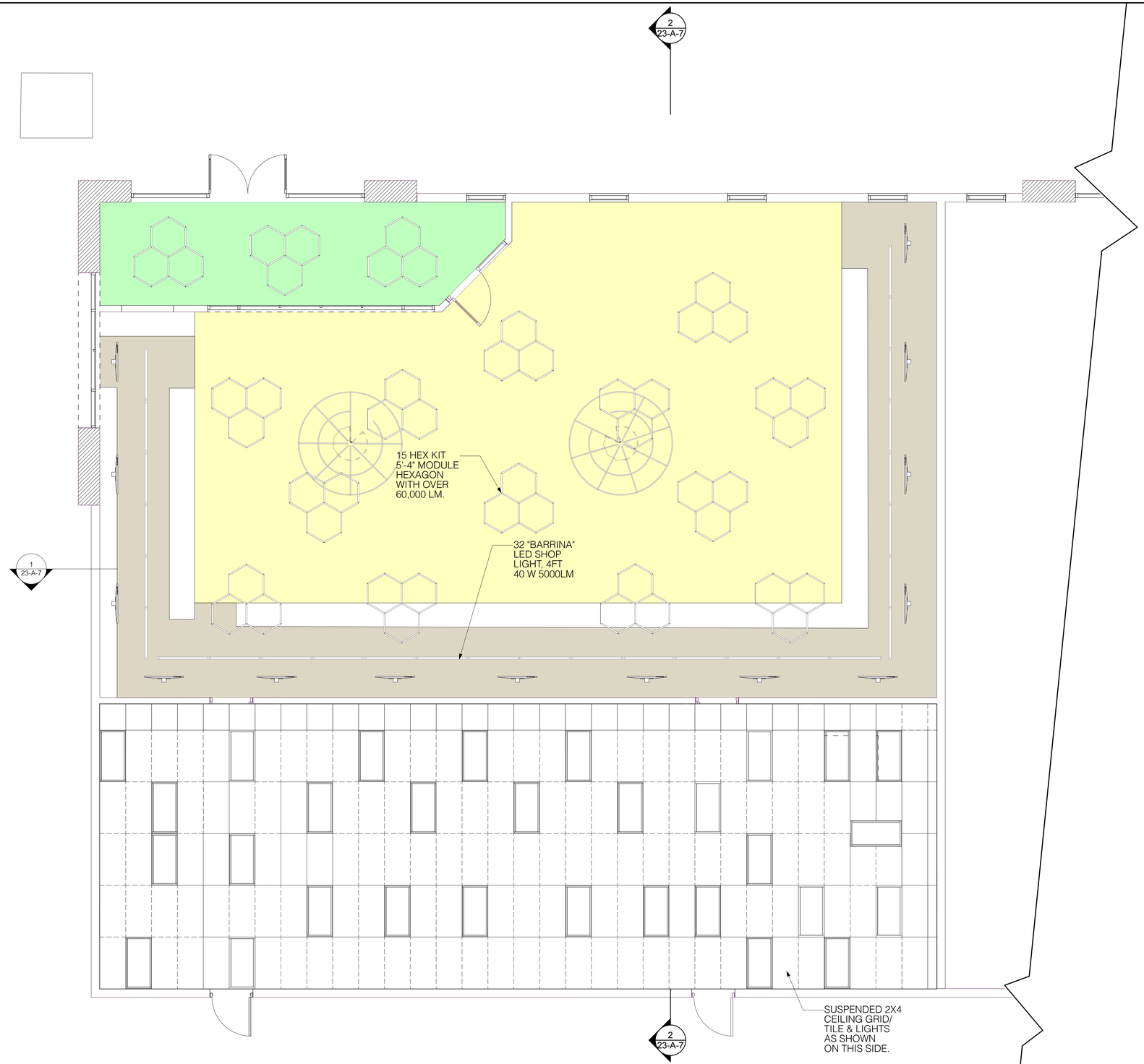

LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA.
(33- INSIDE DISPENSER
& 8- OUTSIDE
DISPENSER)

REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

N

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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SHEET TITLE

REFLECTED CEILING PLAN

16-A-03

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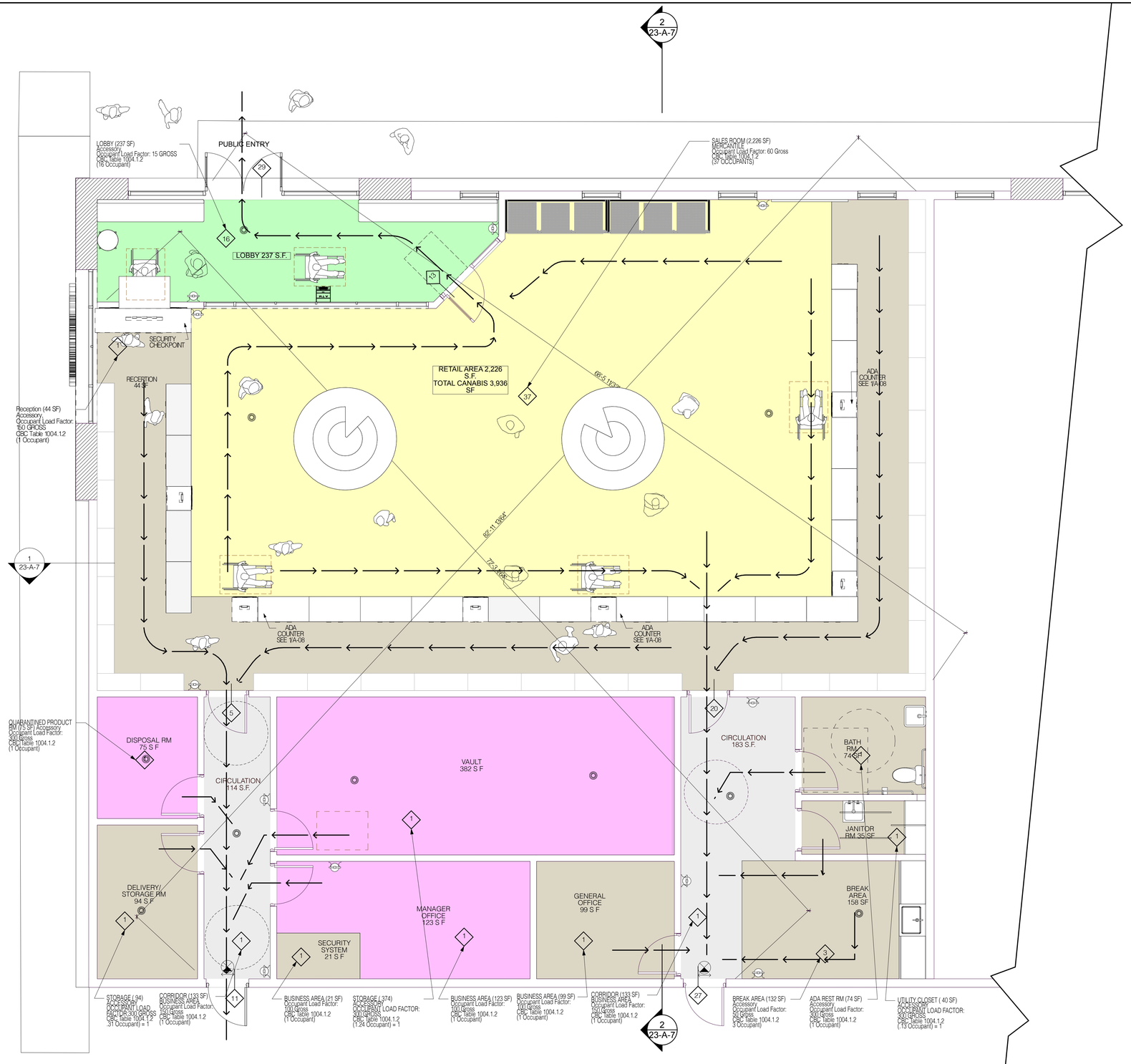

LEGEND

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- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA, (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

EGRESS FLOOR PLAN

SCALE: 1/4" = 1'-0"

EGRESS PLAN LEGEND

- FUNCTION OF SPACE: MERCANTILE
- FUNCTION OF SPACE: BUSINESS AREAS
- FUNCTION OF SPACE: ACCESSORY

EGRESS PLAN KEYNOTES

1. TACTILE EXIT SIGN
2. TACTILE EXIT ROUTE SIGN
3. WALL / CEILING MOUNTED EMERGENCY EXIT SIGN

EGRESS & ACCESSIBILITY NOTES

ACCESSIBLE ROUTE - ACCESSIBLE ROUTES SHALL COMPLY WITH CBC SECTION 11B-402. WALKING SURFACES SHALL PROVIDE CLEARANCES COMPLYING WITH CBC SECTION 11B-403.5. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48 PER CBC SECTION 11B-403.3. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. THE CLEAR WIDTH FOR WALKING SURFACES IN CORRIDORS SERVING AN OCCUPANT LOAD OF 10 OR MORE SHALL BE 44 INCHES (1118 MM) MINIMUM. THE CLEAR WIDTH FOR SIDEWALKS AND WALKS SHALL BE 48 INCHES (1219 MM) MINIMUM.

MEANS OF EGRESS - A CONTINUOUS AND UNOBSTRUCTED PATH OF VERTICAL AND HORIZONTAL EGRESS TRAVEL FROM ANY OCCUPIED PORTION OF A BUILDING OR STRUCTURE TO A PUBLIC WAY. A MEANS OF EGRESS CONSISTS OF THREE SEPARATE AND DISTINCT PARTS: THE EXIT ACCESS, THE EXIT AND THE EXIT DISCHARGE. MEANS OF EGRESS SHALL COMPLY WITH CBC CHAPTER 10.

00 **DESIGN OCCUPANT LOAD** - THE NUMBER OF OCCUPANTS WHOM MEANS EGRESS FACILITIES SHALL BE PROVIDED. WHERE OCCUPANTS FROM ACCESSORY AREA EGRESS THROUGH A PRIMARY SPACE, THE CALCULATED OCCUPANT LOAD FOR THE PRIMARY SPACE SHALL INCLUDE THE TOTAL OCCUPANT LOAD OF THE PRIMARY SPACE PLUS THE NUMBER OF OCCUPANTS EGRESSING THROUGH IT FROM THE ACCESSORY AREA.

MINIMUM EGRESS WIDTH - THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES (MM) SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY 0.3 INCHES (7.62 MM) PER OCCUPANT FOR STAIRWAYS AND BY 0.2 INCHES (5.08 MM) PER OCCUPANT FOR OTHER EGRESS COMPONENTS. MULTIPLE MEANS OF EGRESS SHALL BE SIZED SUCH THAT THE LOSS OF ANY ONE MEANS OF EGRESS SHALL NOT REDUCE THE AVAILABLE CAPACITY TO LESS THAN 50 PERCENT OF THE REQUIRED CAPACITY. THE MAXIMUM CAPACITY REQUIRED FROM ANY STORY OF A BUILDING SHALL BE MAINTAINED TO THE TERMINATION OF THE MEANS OF EGRESS. (CBC SEC. 1005.1)

DOOR ENCROACHMENT - DOORS, WHEN FULLY OPENED, AND HANDRAILS SHALL NOT REDUCE THE REQUIRED MEANS OF EGRESS WIDTH BY MORE THAN 7 INCHES (178 MM). DOORS IN ANY POSITION SHALL NOT REDUCE THE REQUIRED WIDTH BY MORE THAN ONE-HALF. OTHER NONSTRUCTURAL PROJECTIONS SUCH AS TRIM AND SIMILAR DECORATIVE FEATURES SHALL BE PERMITTED TO PROJECT INTO THE REQUIRED WIDTH A MAXIMUM OF 1 1/2 INCHES (38 MM) ON EACH SIDE. (CBC SEC. 1005.7)

EGRESS - EGRESS DOORS MUST BE READILY OPENABLE FROM EGRESS SIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. (CBC SEC. 1010.1.9) UNLATCHING ANY DOOR OR LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION. (CBC SEC. 1010.1.9.6)

EXIT SIGNS - EXIT SIGNS SHALL BE INTERNALLY AND EXTERNALLY ILLUMINATED AT ALL TIMES. EXTERNALLY ILLUMINATED EXIT SIGNS SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM (BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR) THAT WILL AUTOMATICALLY ILLUMINATE THE EXIT SIGNS FOR A DURATION OF NOT LESS THAN 90 MINUTES IN CASE OF PRIMARY LOSS. (CBC SEC. 1013.1, 1013.3, 1013.6.3)

EGRESS ILLUMINATION - THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED TO A LEVEL OF NOT LESS THAN 1 FOOTCANDLE (11 LUX) AT THE WALKING SURFACE AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED. (CBC SEC 1008.2.1)

ILLUMINATION EMERGENCY POWER - THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' ELECTRICAL SUPPLY. (CBC SEC 1008.3)

IN THE EVENT OF POWER SUPPLY FAILURE IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE ALL OF THE FOLLOWING AREAS:

1. INTERIOR EXIT ACCESS STAIRWAYS AND RAMPS.
2. INTERIOR AND EXTERIOR EXIT STAIRWAYS AND RAMPS.
3. EXIT PASSAGEWAYS.
4. VESTIBULES AND AREAS ON THE LEVEL OF DISCHARGE USED FOR EXIT DISCHARGE IN ACCORDANCE WITH CBC SECTION 1028.1.
5. EXTERIOR LANDINGS AS REQUIRED BY CBC SECTION 1010.1.6 FOR EXIT DOORWAYS THAT LEAD DIRECTLY TO THE EXIT DISCHARGE. (CBC SEC. 1008.3.2)

6. THE FORCES TO UNLATCH DOORS SHALL COMPLY WITH THE FOLLOWING, SECTION 1010.1.3:

A) WHERE DOOR HARDWARE OPERATES BY PUSH OR PULL, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 15 POUNDS.

B) WHERE DOOR HARDWARE OPERATES BY ROTATION, THE OPERATIONAL FORCE TO UNLATCH THE DOOR SHALL NOT EXCEED 28 INCH-POUNDS.

7. THE FORCE TO OPEN DOORS SHALL COMPLY WITH THE FOLLOWING:

A) FOR INTERIOR SWINGING EGRESS DOORS THAT ARE MANUALLY OPERATED, OTHER THAN DOORS REQUIRED TO BE FIRE RATED, THE FORCE FOR PUSHING OR PULLING OPEN THE DOOR SHALL NOT EXCEED 5 POUNDS.

B) FOR OTHER SWINGING DOORS, SLIDING DOORS OR FOLDING DOORS, AND DOORS REQUIRED TO BE FIRE RATED, THE DOOR SHALL REQUIRE NOT MORE THAN A 30-POUND FORCE TO BE SET IN MOTION AND SHALL MOVE TO A FULL OPEN POSITION WHEN SUBJECTED TO NOT MORE THAN A 15-POUND FORCE.

THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CBC SECTION 2702. (CBC SEC 1008.3.4)

ILLUMINATION LEVEL UNDER EMERGENCY POWER. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF I FOOT CANDIE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOT CANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT CANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOT CANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED. (CBC SEC. 1008.3.5)

THIS FACILITY WILL NOT UTILIZE DELAYED EGRESS COMPONENTS OR SYSTEMS.

The Cake House

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350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
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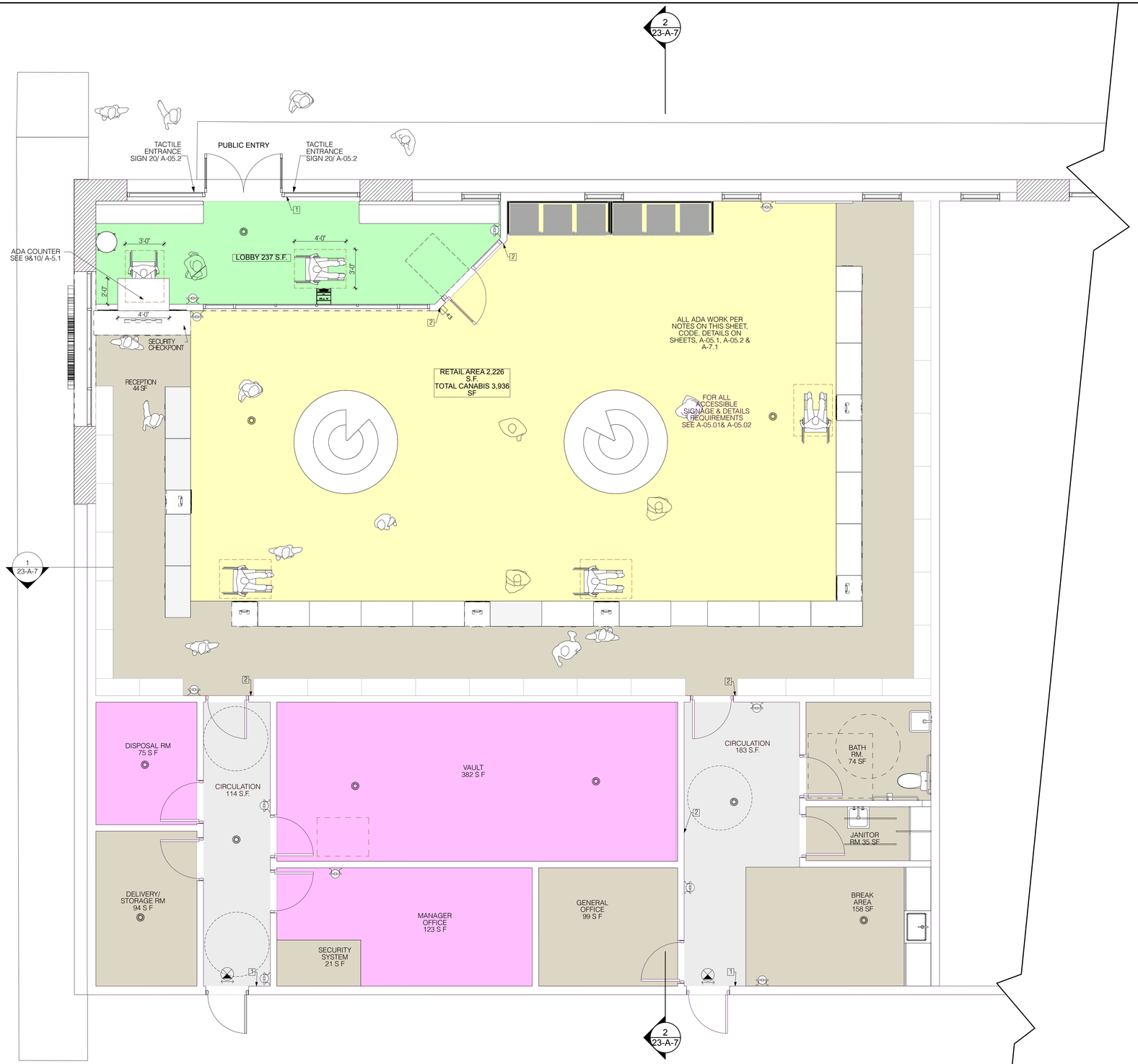
SHEET TITLE

EGRESS FLOOR PLAN

17- A-04

SHEET 17 OF25



LEGEND

- PUBLIC ACCESS
- LIMITED GRANTED PUBLIC ACCESS
- AUTHORIZED EMPLOYEE ACCESS ONLY
- EMPLOYEE ACCESS ONLY
- CIRCULATION

- EXIT SIGN
- FIRE EXTINGUISHER
- ADA PATH OF TRAVEL
- EMERGENCY EGRESS PATH
- SMOKE DETECTOR

SECURITY CAMERA. (33- INSIDE DISPENSER & 8- OUTSIDE DISPENSER)

1 TACTILE EXIT SIGN-15/ A-05.2

2 TACTILE EXIT ROUTE SIGN-16/ A-05.2

ACCESSABILITY FLOOR PLAN

SCALE: 1/4" = 1'-0"

N

ACCESSIBILITY PLAN LEGEND

ACCESSIBILITY CLEARANCES (See Accessibility Notes and General Conditions)

All clearances shall comply with CBC 2019 Chapter 11B.

ACCESSIBLE ROUTE

ACCESSIBLE REACH RANGES NOTES

1. REACH RANGES SHALL COMPLY WITH CBC SEC 11B-308
2. UNOBSTRUCTED FORWARD REACH:
2.1. HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES AND LOW FORWARD REACH SHALL BE A MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
3. OBSTRUCTED HIGH REACH:
3.1. WHERE REACH DEPTH IS A MAXIMUM 20 INCHES, HIGH FORWARD REACH SHALL BE A MAXIMUM OF 48 INCHES ABOVE FINISHED FLOOR.
3.2. WHERE REACH DEPTH EXCEEDS 20 INCHES, HIGH FORWARD REACH MAXIMUM SHALL BE 44 INCHES AND REACH DEPTH MAXIMUM SHALL BE 25 INCHES.
3.3. CLEAR FLOOR SPACE EXTENDING UNDERNEATH OBSTRUCTION ELEMENTS FOR A DISTANCE NOT LESS THAN REQUIRED REACH DEPTH OVER OBSTRUCTION.
4. WHERE A PARALLEL APPROACH IS ALLOWED, UNOBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.1
4.1. HIGH SIDE REACH SHALL BE A MAXIMUM OF 48 INCHES AND MINIMUM OF 15 INCHES ABOVE FINISHED FLOOR.
5. WHERE PARALLEL APPROACH IS ALLOWED, OBSTRUCTED SIDE REACH SHALL BE PER CBC FIGURE 11B-308.3.2
5.1. HEIGHT OF OBSTRUCTION 34 INCHES MAXIMUM.
5.2. DEPTH OF OBSTRUCTION 24 INCHES MAXIMUM.
5.3. WHERE REACH DEPTH IS A MAXIMUM OF 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE48 INCHES.
5.4. WHERE REACH DEPTH EXCEEDS 10 INCHES, HIGH SIDE REACH MAXIMUM SHALL BE 46 INCHES AND REACH DEPTH MAXIMUM SHALL BE 24 INCHES.

ACCESSIBILITY NOTES

1. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES, PUBLIC STREETS AND SIDEWALKS, AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. WHERE MORE THAN ONE ROUTE IS PROVIDED, ALL ROUTES MUST BE ACCESSIBLE. (CBC SEC. 11B-206.2.1)
2. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDINGS, ACCESSIBLE FACILITIES, ACCESSIBLE ELEMENTS, AND ACCESSIBLE SPACES THAT ARE ON THE SAME SITE. (CBC SEC. 11B-206.2.2)
3. AT LEAST ONE ACCESSIBLE ROUTE SHALL CONNECT ACCESSIBLE BUILDING OR FACILITY ENTRANCES WITH ALL ACCESSIBLE SPACES AND ELEMENTS WITHIN THE BUILDING OR FACILITY, INCLUDING MEZZANINES, WHICH ARE OTHERWISE CONNECTED BY A CIRCULATION PATH UNLESS EXEMPTED BY CBC 2019 SECTION 11B206.2.3 EXCEPTIONS 1 THROUGH 7. (CBC SEC. 11B-206.2.4)
4. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B-309.4. OPERABLE PARTS OF SUCH HARDWARE SHALL BE 34 INCHES (864 MM) MINIMUM AND 44 INCHES (1118 MM) MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. WHERE SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. (CBC SEC.11B-404.2.7)
5. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS (22.2 N) MAXIMUM. (CBC SEC. 11B-309.4)
6. DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES (813 MM) MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (914 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (864 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (864 MM) AND 80 INCHES (2032 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES (102 MM). (CBC SEC. 11B-404.2.3)
7. MINIMUM MANEUVERING CLEARANCES AT DOORS AND GATES SHALL COMPLY WITH CBC SECTION 11B- 404.2.4, FIGURE 11B-404.2.4.1 AND TABLE 11B- 404.2.4.1. MANEUVERING CLEARANCES SHALL EXTEND THE FULL WIDTH OF THE DOORWAY AND THE REQUIRED LATCH SIDE OR HINGE SIDE CLEARANCE. (CBC SEC. 11B-404.2.4)
8. FLOOR OR GROUND SURFACE WITHIN REQUIRED MANEUVERING CLEARANCES SHALL BE STABLE, FIRM, AND SLIP RESISTANT IN COMPLIANCE WITH CBC SECTION 11B-302. CHANGES IN LEVEL ARE NOT PERMITTED. (CBC SEC. 11B-404.2.4.4)
9. MANEUVERING CLEARANCES FOR FORWARD APPROACH SHALL BE PROVIDED WHEN ANY OBSTRUCTION WITHIN 18 INCHES (457 MM) OF THE LATCH SIDE AT AN INTERIOR DOORWAY, OR WITHIN 24 INCHES (610 MM) OF THE LATCH SIDE OF AN EXTERIOR DOORWAY, PROJECTS MORE THAN 8 INCHES (203 MM) BEYOND THE FACE OF THE DOOR, MEASURED PERPENDICULAR TO THE FACE OF THE DOOR OR GATE. (CBC SEC. 11B- 404.2.4.3 AND FIG 11B- 404.2.4.3)
10. THRESHOLDS, IF PROVIDED AT DOORWAYS, SHALL BE AS FOLLOWS: CHANGES IN LEVEL OF 1/4 INCH (6.4 MM) HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL AND WITHOUT EDGE TREATMENT (CBC SEC. 11B-303.2) AND CHANGES IN LEVEL BETWEEN 1/4 INCH (6.4 MM) HIGH MINIMUM AND 1/2 INCH (12.7 MM) HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2 (CBC SEC. 11B-303.3)
11. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES (254 MM) OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH (1.6 MM) OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED. (CBC SEC. 11B-404.2.10)
12. THE FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATE SHALL BE AS FOLLOWS: INTERIOR HINGED DOORS AND GATES: 5 POUNDS (22.2 N) MAXIMUM. SLIDING OR FOLDING DOORS: 5 POUNDS (22.2 N) MAXIMUM. REQUIRED FIRE DOORS: THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY, NOT TO EXCEED 15 POUNDS (66.7 N). EXTERIOR HINGED DOORS: 5 POUNDS (22.2 N) MAXIMUM. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION. (CBC SEC. 11B-404.2.9)
13. EXCEPT AS PROVIDED IN CBC SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM. (CBC SEC. 11B-403.5.1)
14. EMPLOYEE WORKSTATIONS SHALL BE ON AN ACCESSIBLE ROUTE COMPLYING WITH DIVISION 4. SPACES AND ELEMENTS WITHIN EMPLOYEE WORKSTATIONS SHALL ONLY BE REQUIRED TO COMPLY WITH CBC SECTIONS 11B-207.1, 11B-215.3, 11B-302, 11B-303, 11B-308.1.1, 11B-308.1.2, AND 11B- 404.2.3 UNLESS EXEMPTED BY OTHER PARTS OF THIS CODE. COMMON USE CIRCULATION PATHS WITHIN EMPLOYEE WORKSTATIONS SHALL COMPLY WITH SECTION 11B-206.2.8. (CBC SEC. 11B-203.9)
15. THE CLEAR WIDTH SHALL BE PERMITTED TO BE REDUCED TO 32 INCHES (813 MM) MINIMUM FOR A LENGTH OF 24 INCHES (610 MM) MAXIMUM PROVIDED THAT REDUCED WIDTH SEGMENTS ARE SEPARATED BY SEGMENTS THAT ARE 48 INCHES (1219 MM) LONG MINIMUM AND 36 INCHES (914 MM) WIDE MINIMUM. (CBC SEC.11B-403.5.1, EXCEPTION 1)
16. EXTERIOR EXIT DOORS SHALL HAVE A SIGN POSTED ABOVE STATING: THIS DOOR TO REMAIN UNLOCKED WHILE BUSINESS IS OCCUPIED.
17. PROVIDE PANIC HARDWARE AT EXIT DOORS WHERE NOTED.
18. MEANS OF EGRESS DOORS SHALL BE READILY DISTINGUISHABLE FROM THE ADJACENT CONSTRUCTION & FINISHES SUCH THAT THE DOORS ARE EASILY RECOGNIZED. MIRRORS OR SIMILAR REFLECTING MATERIALS SHALL NOT BE USED ON MEANS OF EGRESS DOORS. MEANS OF EGRESS DOORS SHALL NOT BE CONCEALED BY CURTAINS, DRAPES, DECORATIONS OR SIMILAR MATERIALS. (CBC SEC. 1010.1)
19. GATES USED AS A COMPONENT IN A MEANS OF EGRESS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS FOR DOORS. (CBC SEC. 1010.2)
20. DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM. (CBC SEC. 11B-404.2.8.1)

The Cake House

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ESCONDIDO, CA 92025

RIVISIONS	BY
1 RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
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WILDOMAR, CA 92025

THE CAKE HOUSE

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SHEET TITLE

ACCESSABILIT Y FLOOR PLAN

18-A-05

SHEET 18 OF25

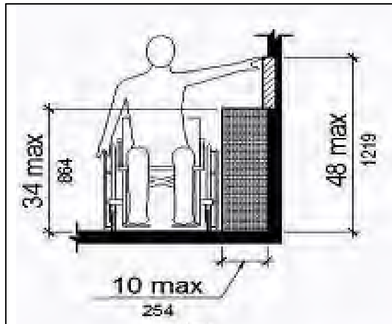
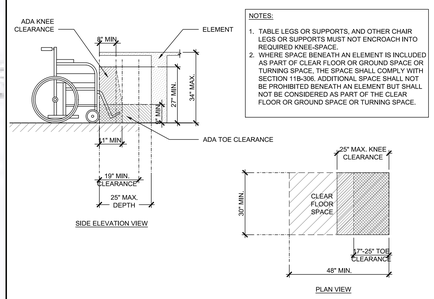
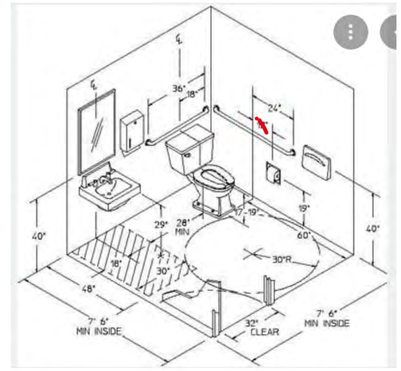
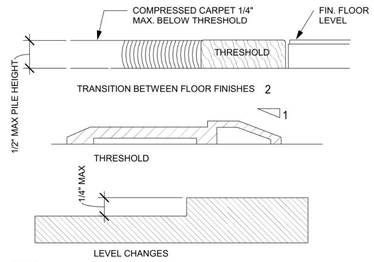


FIGURE *11B*-308.3.2

17 | 13 | 9 | 5 | 1







NOTES:
1. MAXIMUM HEIGHT NOT TO EXCEED 1/2" IN ALL TYPES OF THRESHOLDS
2. 1:2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERTICAL LEVEL CHANGE
3. 1/4" MAXIMUM VERTICAL LEVEL CHANGE AT FACE

18 | 14 | 10 | 6 | 2

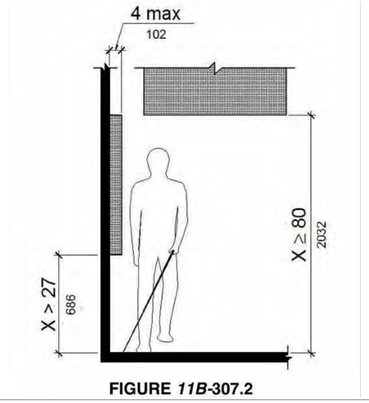


FIGURE *11B*-307.2

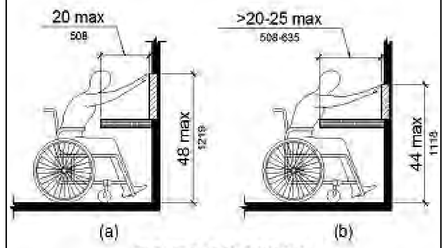
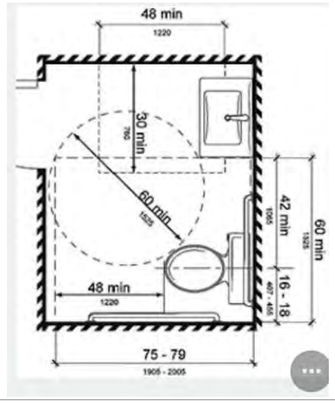
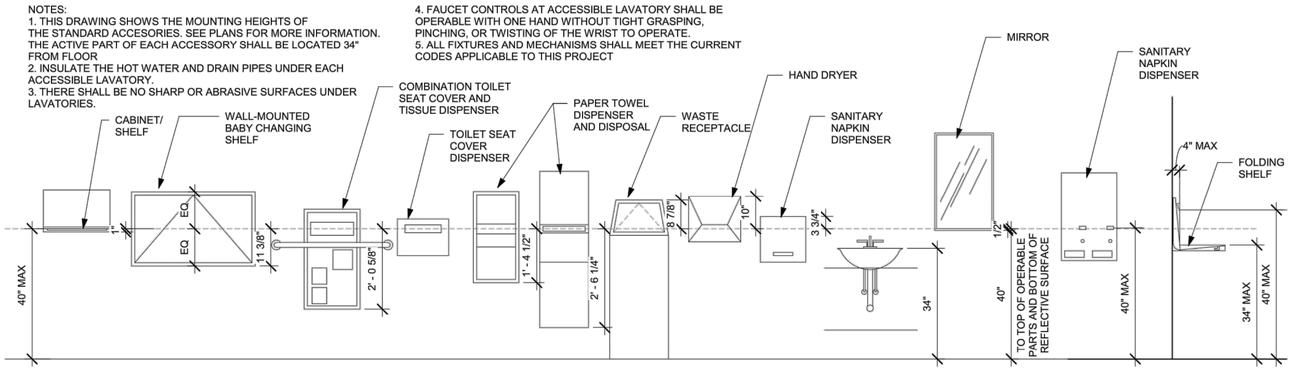


FIGURE *11B*-308.2.2

OBSTRUCTED HIGH FORWARD REACH





19 | 15 | 11 | 7 | 3

16 | 12 | 8 | 4

CAKE ENTERPRISES, INC
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RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

611 SIDEWINDER RD. N.
WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

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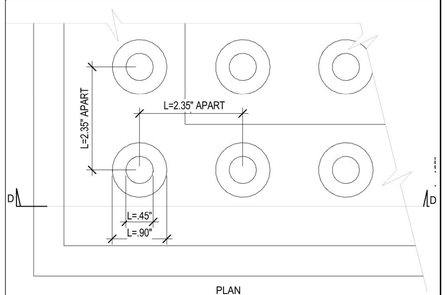
TYPICAL ADA DETAILS

19-A-5.1

SHEET 19 OF 24

760



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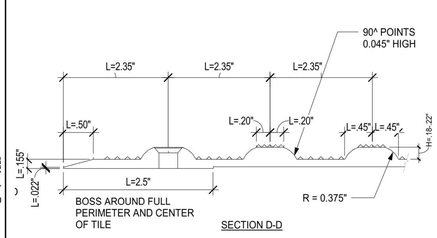

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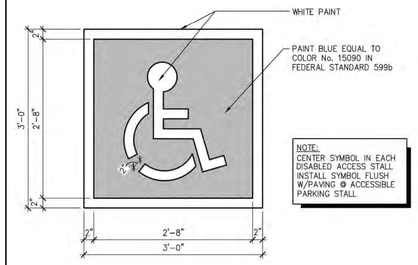

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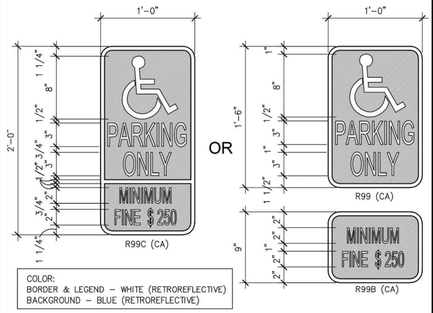

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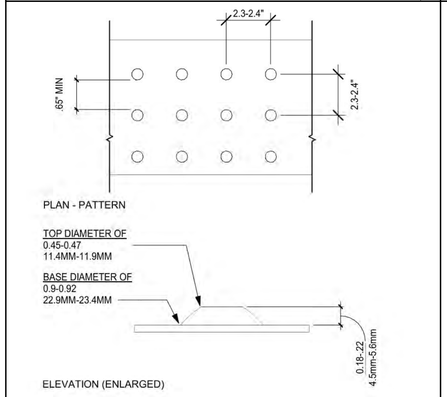

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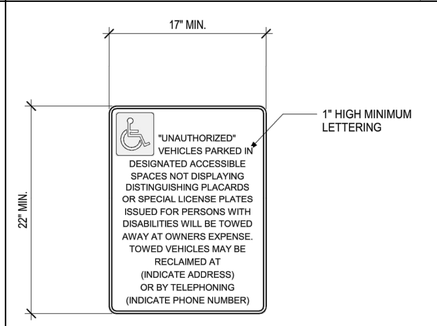

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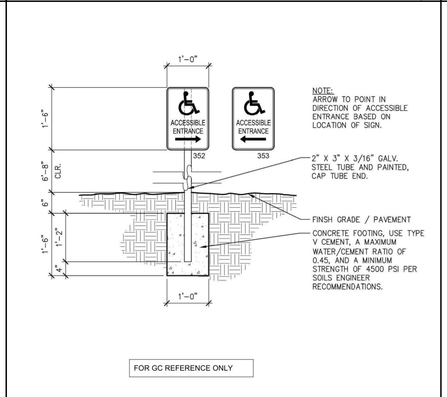

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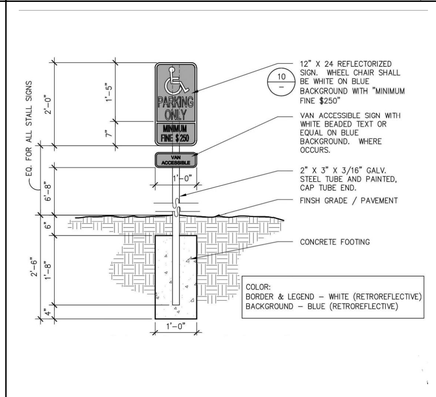
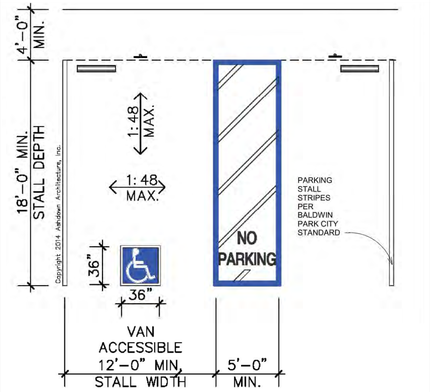
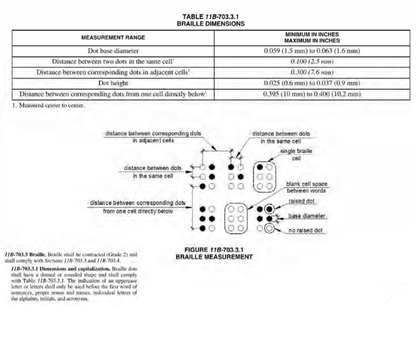


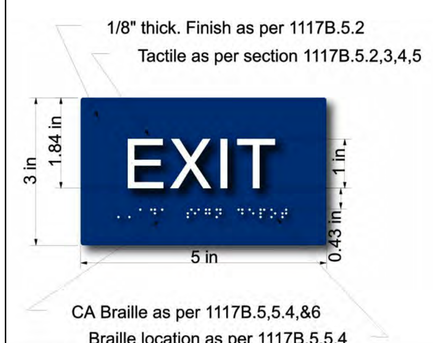
VAN ACCESSIBLE SIGNAGE 6



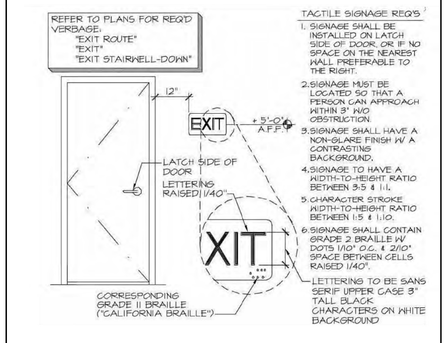
VAN ACCESSIBLE PARKING 2



TACTILE EXIT SIGNAGE 19



TACTILE EXIT SIGNAGE 15



TACTILE EXIT SIGNAGE 11

SYMBOL DESCRIPTION

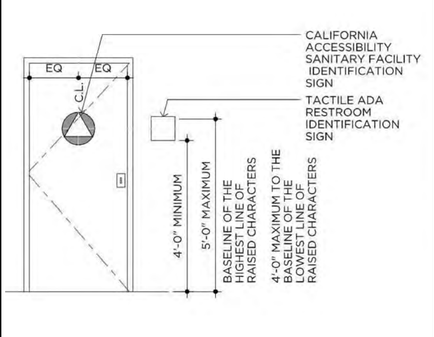
DOORWAYS LEADING TO MEN'S SANITARY FACILITIES SHALL BE INDENTIFIED BY AN EQUILATERAL TRIANGLE 1/4" THICK WITH EDGES 12" LONG AND A VERTEX POINTING UPWARD

DOORWAYS LEADING TO WOMEN'S SANITARY FACILITIES SHALL BE INDENTIFIED WITH A CIRCLE 1/4" THICK AND 12" IN DIAMETER

DOORWAYS LEADING TO A UNISEX RESTROOM SHALL BE IDENTIFIED WITH A 1/4" THICK, 12" DIAMETER CIRCLE WITH A 1/4" THICK TRIANGLE SUPERIMPOSED ON THE CIRCLE, AS SHOWN ABOVE

THESE GEOMETRIC SYMBOLS SHALL BE CENTERED ON THE DOOR AT A HEIGHT OF 60" AND THEIR COLOR AND CONTRAST SHALL BE DISTINCTLY DIFFERENT FROOM THE COLOR AND CONTRAST OF THE DOOR. ALL SIGNS SHALL HAVE GRADE 2 CONTRACTED BRAILLE AND COMPLY WITH THE STANDARDS SET FORTH IN THE CALIFORNIA BUILIDNG CODE, CHAPTER 11

ACCESSIBLE / TACTILE RESTROOM SIGNAGE 7

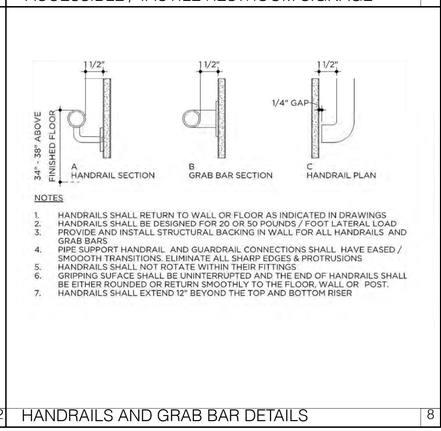


ADA RESTROOM SIGN LOCATION 3

TACTILE ACCESSIBLE ENTRANCE SIGN 20

TACTILE EXIT ROUTE SIGN 16

TACTILE ADA RESTROOM SIGN 12



HANDRAILS AND GRAB BAR DETAILS 8

ACCESSIBILITY STANDARD ACCESS SIGN 4

The Cake House
CAKE ENTERPRISES, INC
350 W NINTH AVE.
UNIT 106B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

PROJECT ADDRESS:

611 SIDEWINDER RD. N.
WINTERHAVEN CA 92283

B.P. # 61806

THE CAKE HOUSE

PROJECT NO: 0220603
MODEL FILE:
CATT ROAD April 12, 24.pln
DRAWN BY: HM
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SHEET TITLE

ADA TYPICAL DETAILS

20-A-5.2

SHEET 20 OF 24

761

Proposed West Elevation

1/8"=1'-0"

Proposed South Elevation

1/8"=1'-0"

Proposed East Elevation

1/8"=1'-0"

Proposed North Elevation

1/8"=1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
R1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
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SHEET TITLE

ELEVATIONS

21-A-6

SHEET 21 OF25

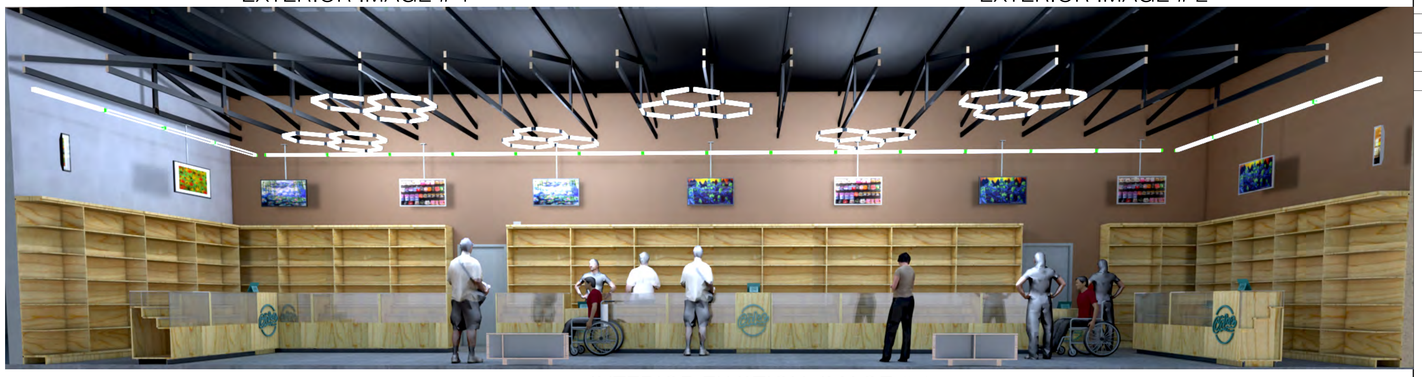
INTERIOR IMAGE # 1

INTERIOR IMAGE # 2

INTERIOR IMAGE # 3

EXTERIOR IMAGE # 1

EXTERIOR IMAGE # 2



INTERIOR ELVATION IMAGE # 1

INTERIOR ELVATION IMAGE # 2

INTERIOR IMAGE # 4

INTERIOR IMAGE # 5

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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SHEET TITLE

DIPENSARY PRESPECTIVES

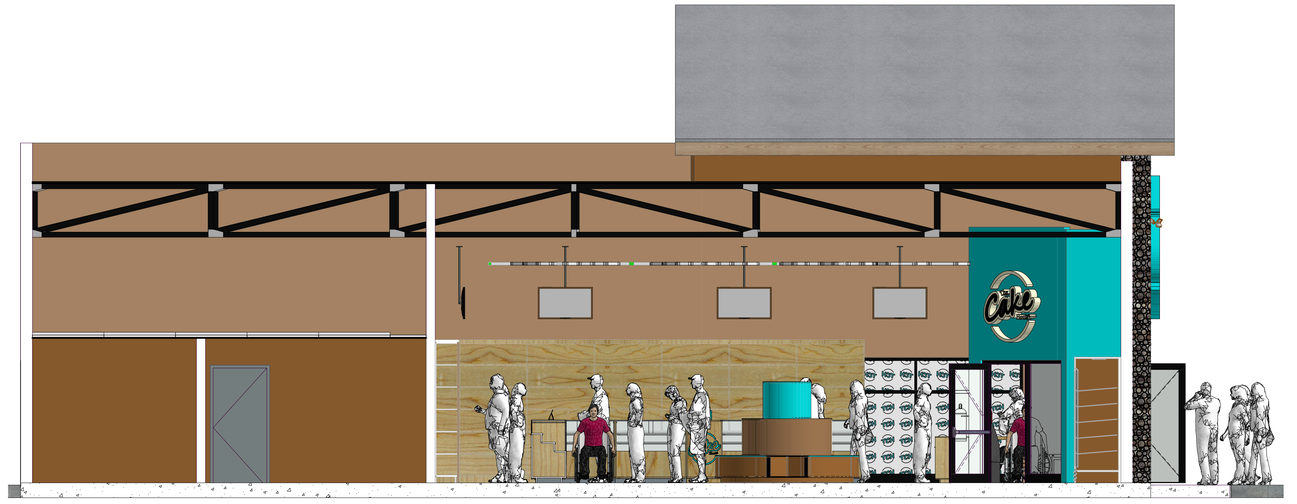
22-A-6.1 PRESPECTIVES

SHEET 22 OF25

763

BUILDING SECTION A

SCALE: 1/4" = 1'-0"



BUILDING SECTION B

SCALE: 1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
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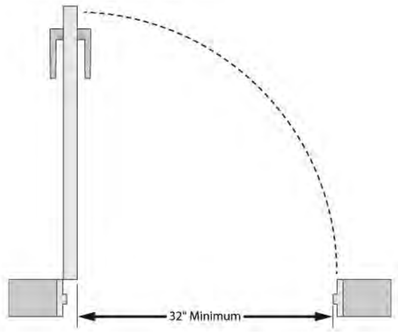
SHEET TITLE

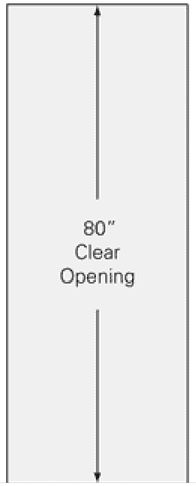
BUILDING SECTIONS

23-A-7

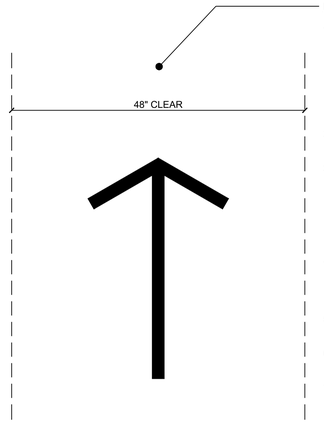
SHEET 23 OF25



DOOR MIN OPENING



MIN HIGHT

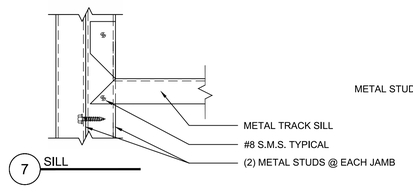


PATH OF TRAVEL NOTES

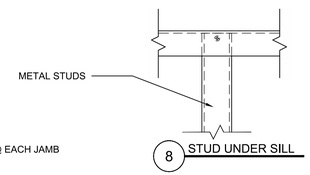
1. ACCESSIBLE ROUTE OF TRAVEL SHALL BE PROVIDED TO ALL PORTION OF THE BUILDING TO ACCESSIBLE BUILDING ENTRANCES, AND BETWEEN THE BUILDING AND THE PUBLIC WAY. AT LEAST ONE ACCESSIBLE ROUTE SHALL BE PROVIDED WITHIN THE SITE FROM ACCESSIBLE PARKING SPACES AND ACCESSIBLE PASSENGER DROP-OFF AND LOADING ZONES; PUBLIC STREETS AND SIDEWALKS; AND PUBLIC TRANSPORTATION STOPS TO THE ACCESSIBLE BUILDING OR FACILITY ENTRANCE THEY SERVE. (CBC SECTION 11B-206.2.1).
2. PRIMARY ENTRY ACCESS. ALL ENTRANCES AND EXTERIOR GROUND EXITS TO BUILDINGS AND FACILITIES SHALL COMPLY WITH CBC SECTION 11B-206.4.1.
3. WALKS AND SIDEWALKS HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2" AND SHALL BE A MINIMUM OF 48" INCHES WIDTH. IF WALK OR SIDEWALK HAS LESS THAN 60 INCHES, CLEAR WIDTH THAN PASSING SPACES OF AT LEAST 60 INCHES BY 60 INCHES SHALL BE LOCATED AT REASONABLE INTERVALS NOT TO EXCEED 200 FEET. AN INTERSECTION IS AN ACCEPTABLE PASSING PLACE (CBC SECTION 11B-403.5.3 AND 11B-304.3.2).
4. SURFACES INCLUDING WALKS AND SIDEWALKS, SHALL HAVE SLIP RESISTANT SURFACES. SURFACES WITH A SLOPE OF LESS THAN 6% PERCENT GRADIENT SHALL BE AT LEAST A SLIP RESISTANT AS THAT DESCRIBED AS A MEDIUM SALTED CONCRETE FINISH (CBC SECTION 11B-302).
5. RAMP SURFACE CROSS SLOPES SHALL NOT EXCEED ONE UNIT VERTICAL IN 48 UNITS HORIZONTAL (2- PERCENT SLOPE). (CBC SECTION 11B-405.3).
6. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL BOT BE STEEPER THAN 1:48. (CBC SECTION 11B-403.3).
7. CHANGES IN LEVEL. CHANGES IN LEVEL UP TO ¼" INCHES MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL BETWEEN ¼" AND ½" INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAT ½" INCH SHALL BE RAMPED AND SHALL COMPLY WITH SECTION 11B-405 AND 11B-406. (CBC SECTION 11B-303.2 AND 11B-303.3)
8. THE CONTRACTOR SHALL VERIFY THAT THE PATH OF TRAVEL INDICATED CONFORM TO THIS CRITERIA.

4 / A501 EXTERIOR ACCESSIBLE ROUTE OF TRAVEL DETAIL
1" = 1'-0"

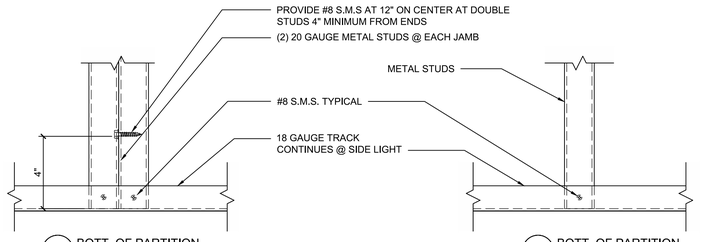
NOTE: NON-STRUCTURAL STEEL TO COMPLY WITH CBC SECTION 2211.2.



7 SILL

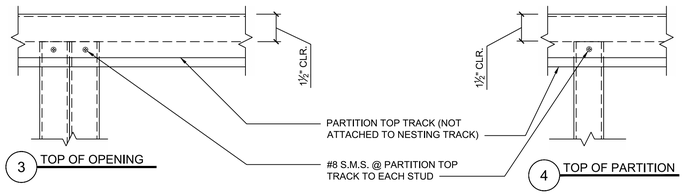


8 STUD UNDER SILL



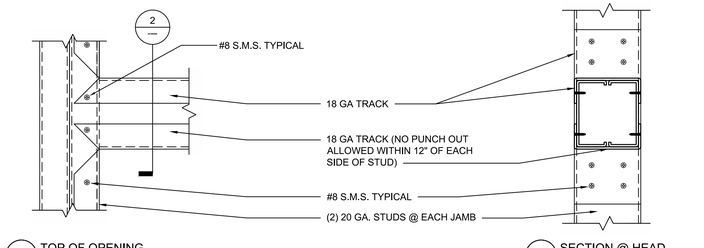
5 BOTT. OF PARTITION

6 BOTT. OF PARTITION



3 TOP OF OPENING

4 TOP OF PARTITION



1 TOP OF OPENING
8'-1" MAX

2 SECTION @ HEAD
REFER TO WALL TYPE FOR STUD SIZE

9 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL CONNECTION DETAILS
3" = 1'-0"

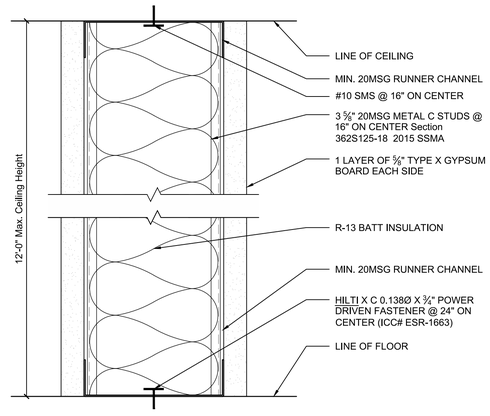
WALL ASSEMBLY TO BE CONSTRUCTED ACCORDING TO UL 263, DESIGN NO. U423

FOR WALL FRAMING, SEE DETAIL 6 / A501

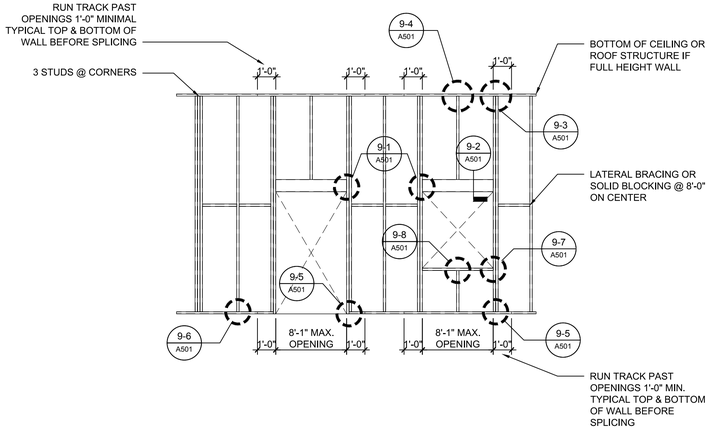
THE MEMBRANE CONSISTS OF:
NOMINAL ⅝" THICK LEAD BACKED GYPSUM PANEL WITH BEVELED, SQUARE OR TAPERED EDGES, APPLIED VERTICALLY. VERTICAL JOINTS CENTERED OVER 20 MSG STEEL STUDS AND STAGGERED MIN 1 STUD CAVITY ON OPPOSITE SIDES OF STUDS.
WALLBOARD SECURED TO STUDS WITH 1 ¼" LONG TYPE S-12 STEEL SCREWS SPACED 8" O.C. AT PERIMETER AND 12" ON CENTER IN THE FIELD. TO BE USED WITH LEAD BATTEN STRIPS OR LEAD DISCS OR TABS.

FLOOR & CEILING RUNNERS:
CHANNEL SHAPED RUNNERS MIN 3 ½" DEEP WITH 1 ¼" FLANGES FABRICATED FROM MIN. NO. 20 MSG CORROSION-PROTEDTED STEEL. ATTACHED TO FLOOR AND CEILING ASSEMBLIES WITH STEEL FASTENERS SPACED NOT GREATER THAN 24" ON CENTER.

STEEL STUDS:
CHANNEL SHAPED, FABRICATED FROM MIN. 20 MSG CORROSION-PROTECTED OR GALVANIZED STEEL, 3 ½" MIN. WIDTH, MIN 1 ½" FLANGES AND ¼" RETURN, SPACED A MAX OF 16" ON CENTER STUDS FRICTION-FIT INTO FLOOR AND CEILING RUNNERS.



5 / A501 3 5/8" METAL NON-STRUCTURAL INTERIOR PARTITION WALL DETAIL
6" = 1'-0"



NOTE:
1. TRACK SAME GAUGE AS STUDS
2. MULTIPLE STUDS TO BE WELDED ⅛" X 1" LONG @ 2'-0" ON CENTER EACH FLANGE.
3. USE 20 GA. STUDS UNLESS NOTED OTHERWISE.
4. NON-STRUCTURAL FRAMING TO COMPLY WITH CBC SECTION 2211.2

6 / A501 TYPICAL NON-STRUCTURAL METAL PARTITION WALL FRAMING DETAIL
1/4" = 1'-0"

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
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SHEET TITLE

TYPICAL DTAILS

24-A-7.1

SHEET 24 OF25

INTERIOR MATERIALS - RESTROOMS

42" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-42
SIZE: 42"

36" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-36
SIZE: 36"

18" GRAB BAR
MANUFACTUER: BRADLEY CORP.
STYLE: 812-001-18
SIZE: 18" VERTICAL

TOILET TISSUE DISPENSER
MANUFACTUER: BOBRICK
STYLE: JUMBO ROLL SURFACE-MOUNTED SINGLE ROLL B-2890H

SANITARY NAPKIN DISPOSAL
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SANITARY NAPKIN DISPOSAL B-270

SOAP DISPENSER
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT SOAP DISPENSER B-2111

PAPER TOWEL DISPENSER / WASTE COMBO
MANUFACTUER: BOBRICK
STYLE: SEMI-RECESSED CONVERTIBLE PAPER TOWEL DISPENSER/ WASTE RECEPTACLE
B-3942

PAPER TOWEL DISPENSER ALTERNATE
MANUFACTUER: BOBRICK
STYLE: SURFACE MOUNT PAPER TOWEL DISPENSER B-262

SINK – WALL HUNG
MANUFACTUER: KOHLER
STYLE: SOHO K-2084-0
SIZE: 20" X 18"
COLOR: WHITE
NOTES: KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET

SINK ALTERNATE: UNDERMOUNT
STYLE: VERTICYL RECTANGLE UNDERMOUNT BATHROOM SINK K-2882
SIZE: 17.25" X 13" BOWL DEPTH
COLOR: WHITE
NOTES: PROVIDE WITH SS-1 COUNTERTOP ADA VANITY., KOHLER KUMIN K-98827-4-CP POLISHED CHROME SINGLE-HANDLE BATHROOM SINK FAUCET

TOILET
MANUFACTUER: KOHLER
STYLE: ANGLESEY K-4388
NOTES: BARRIER FREE FLOOR-MOUNTED TOP SPUD FLUSHOMETER
BOWL WITH INTEGRAL SEAT. PROVIDE WITH EITHER K10957
TOUCHLESS DC 1.6 GPF TOILET FLUSHOMETER OR K-13516 MANUAL 1.6 GPF WC FLUSHOMETER

URINAL
MANUFACTUER: KOHLER
STYLE: BARDON K-4991-ET

EXTERIOR MATERIALS

WOOD CLADDING
MANUFACTUER: KNOTWOOD
STYLE: ALUMINUM CLADDING - WOOD LOOK
COLOR: IROKO

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: CAVIAR 6990
LOCTION: METAL TRIM

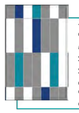
PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669

PAINT
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)

INTERIOR MATERIALS - RESTROOMS

WALL TILE
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: ICE WHITE 0025 GLOSS FINISH



ACCENT WALL TILE (CT-1, CT-2, CT-3, CT-4)
CERAMIC WALL TILE
MANUFACTUER: VIRGINIA TILE - AMERICAN OLEAN
STYLE: COLOR STORY WALL
SIZE: 4" X 12"
COLOR: PEACOCK BLUE 0084, SAPPHIRE SKU 0070, STORM GRAY 0040, ICE WHITE 0025
GLOSS FINISH

TILE FLOORING (PT-1)
PORCELAIN TILE
MANUFACTUER: VIRGINIA TILE - ATLAS CONCORDE
STYLE: BOOST FLOOR TILE
SIZE: 24" X 24"
COLOR: SMOKE, MATTE
NOTES: MONOLITHIC INSTALLATION

TOILET STALL PARTITIONS
STAINLESS STEEL TOILET PARTITIONS

VANITY LIGHT FIXTURE
MANUFACTUER: TECH LIGHTING
STYLE:BANDA 24 BATH
SIZE: 24" WIDE
COLOR: MATTE BLACK
LOCATION: TO BE MOUNTED ABOVE MIRROR IN BATHROOMS

GENERAL LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED
NOTES: RECESSED IN GYP CEILING, FLUSH LENS, TRIM FLANGE, SPECIFY LENGTH OF LUMINAIRE IN 1" INCREMENTS (TYPICAL 4' LENGTHS)

CEILING ALTERNATE: 2X2 LAY IN (ACP-1)
MANUFACTUER: ARMSTRONG CEILING SOLUTIONS
STYLE: OPTIMA TEGULAR CEILING TILE 24" X 24" WITH PRELUDE 15/16 GRID IN WHITE

GENERAL LIGHTING ALTERNAT: 2X2 FIXTURE
MANUFACTUER: LITHONIA LIGHTING
STYLE: CPX LED FLAT PANEL
SIZE: 24" X 24"
COLOR: WHITE

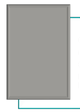
MIRROR
MANUFACTUER: KOHLER
STYLE: ESSENTIAL K-26052
SIZE: 22" X 34"
FINISH: MATTE BLACK
NOTES: BOTTOM OF REFLECTIVE SURFACE TO BE MOUNTED 44" AFF

INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL

CONCRETE FLOORING (SC-1)
USE SEALED CONCRETE FLOORING IF POSSIBLE

FLOORING ALTERNATE: LUXURY VINYL TILE (LVT-1)
MANUFACTUER: PATCRAFT
STYLE: 1478V MOLTEN
SIZE: 24" X 24"
COLOR: SHALE 00540 - V2

WALL BASE (RB-1)
RUBBER BASE
MANUFACTUER: JOHNSONITE: TARKETT
STYLE: SHOE BASE MOLDING
COLOR: SHARK FIN CG TG2



GENERAL PAINT COLOR (IPS-2)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: SUMMIT GRAY 7669
LOCATION: WALLS, BULKHEADS, WOOD DOORS AND FRAMES

ACCENT WALL COLOR (IPS-1)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: COLOR MATCHED TO BRANDING COLOR (C:62 M:0 Y:22 K:0)
LOCATION: ACCENT WALLS

WOOD WALLS (WDP-1)
PLYWOOD, STAINED AND SEALED

MOSS
MANUFACTUER: GREENOASIS
STYLE: REINDEER MOSS
COLOR: NATURE

SOLID SURFACE (SS-2)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: WHITE JASMINE
LOCATION: CHECK-IN DESKTOP AND WATERFALL EDGES

SOLID SURFACE (SS-1)
MANUFACTUER: CORIAN
STYLE: .5" THICKNESS
COLOR: CARBON AGGREGATE
LOCATION: BENCH SEATING AND POSSIBLE RECEPTION DESK

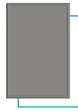
INTERIOR MATERIALS - CHECK-IN / WAITING / RETAIL

UPHOLSTERED BENCH
MANUFACTUER: MOMENTUM TEXTILES
STYLE: MOGUL EPU
COLOR: PAYROLL

CEILINGS (IPS-4)
MANUFACTUER: SHERWIN WILLIAMS
COLOR: EXTRA WHITE 7006
LOCATION: GYP CEILINGS, METAL DECK

RECESSED STRIP LIGHTING
MANUFACTUER: FOCAL POINT
STYLE: SEAM 4 LED RECESSED

PENDANT LIGHTING
MANUFACTUER: METEOR
STYLE: VELA 6 ALUMINUM SHROUD
SIZE: 16", 19" OR 22"
COLOR: WHITE



PLASTIC LAMINATE (PL-1)
MANUFACTUER: WILSONART
STYLE: HPL
COLOR: FOSSIL SHALE, GLOSS FINISH D50
LOCATION:
NOTES:

PLASTIC LAMINATE (PL-2)
MANUFACTUER: WILSONART
STYLE: SOLICOR HPL
COLOR: DESIGNER WHITE, GLOSS FINISH D354-01
LOCATION:
NOTES:

STOREFRONT
MANUFACTURER: TUBELITE
COLOR: BLACK

WINDOW FILM (WF-1)
MANUFACTUER: SOLYX
STYLE: SXGF-0097 DEEP ETCH
LOCATION: APPNOTES: APPLY TO EXTERIOR OF GLAZINGLY INTO RETAIL AREA OR WHERE PARAPHERNALIA IS VISIBLE FROM THE EXTERIOR

SIGNAGE BACKGROUND
SIGNAGE AND BANNERS BY OWNER. USE IMAGE FOR BASIS OF DESIGN BACKGROUND

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
1 JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

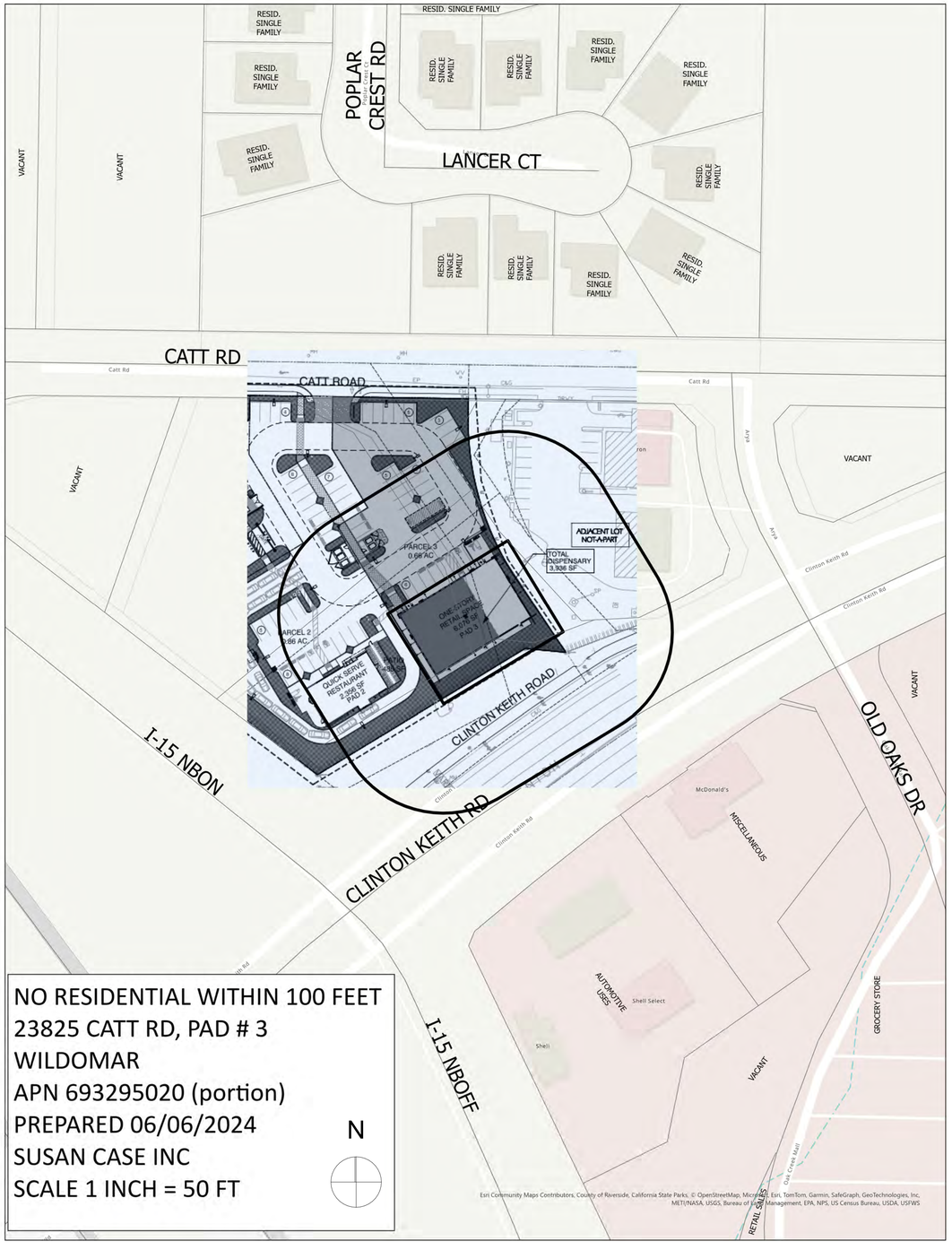
PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

MATERIALS

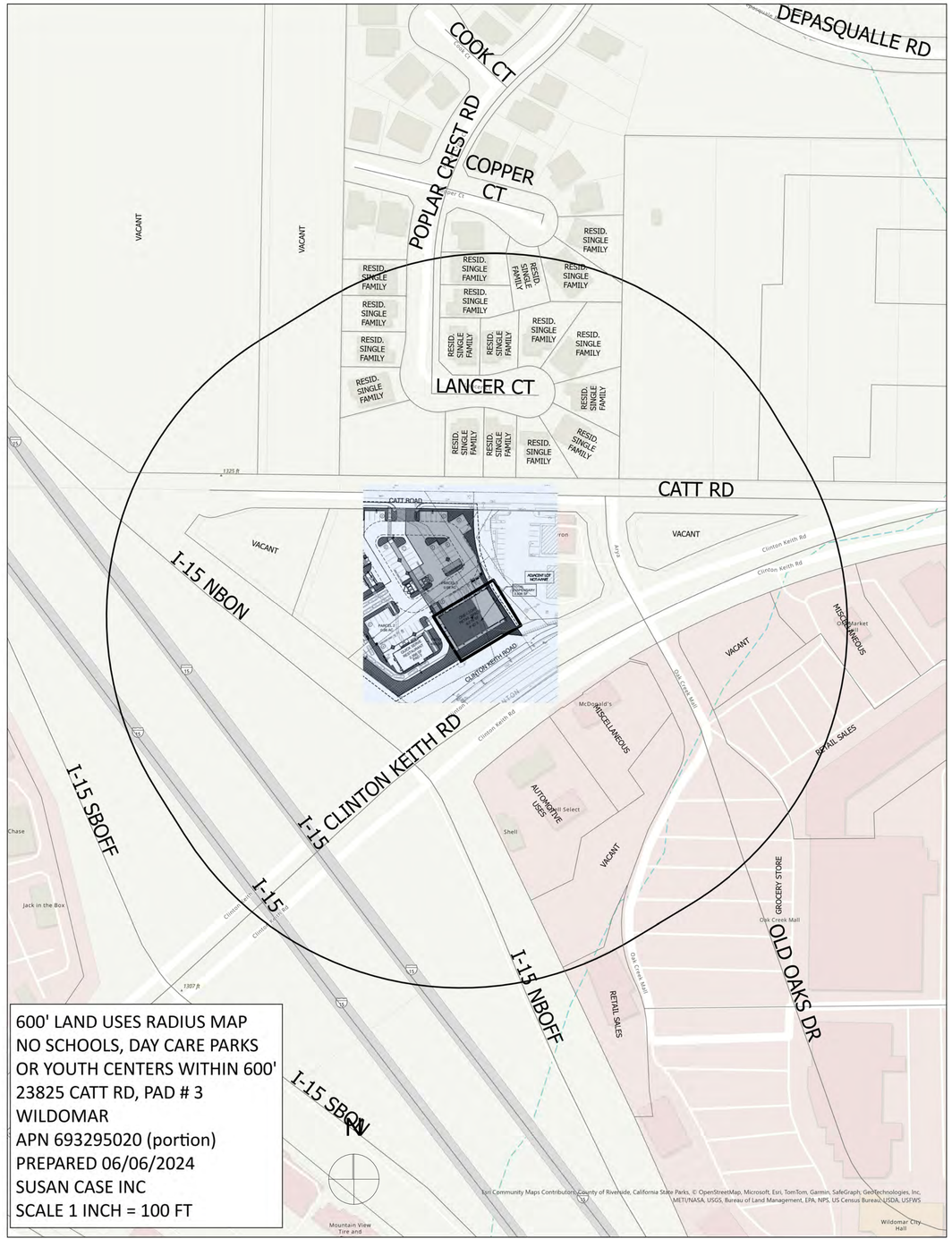
25-A-8

SHEET 25 OF25



NO RESIDENTIAL WITHIN 100 FEET
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 50 FT

N



600' LAND USES RADIUS MAP
NO SCHOOLS, DAY CARE PARKS
OR YOUTH CENTERS WITHIN 600'
23825 CATT RD, PAD # 3
WILDOMAR
APN 693295020 (portion)
PREPARED 06/06/2024
SUSAN CASE INC
SCALE 1 INCH = 100 FT

N

The Cake House

CAKE ENTERPRISES, INC
350 W NINTH AVE,
UNIT 106 B
ESCONDIDO, CA 92025

RIVISIONS	BY
RI JUN 6TH, 2024	H.M.

CATT ROAD,LLC
23825 CATT RD.
WILDOMAR, CA 92025

THE CAKE HOUSE

PROJECT NO:	0100-03-2024
MODEL FILE:	CATT ROAD April 12, 24.pln
DRAWN BY:	HM
COPYRIGHT:	

SHEET TITLE

SENSITIVE USE MAP

05-

SHEET 5 OF25

CATT ROAD, LLC

CONDITIONALLY APPROVED

☐ BY THE PLANNING DEPARTMENT
☒ BY THE COMMUNITY DEVELOPMENT DIRECTOR
☐ BY THE PLANNING COMMISSION
☐ BY THE CITY COUNCIL

FOR THE CITY OF WILDOMAR ON 06/24/2024
APPLICATION NOS. PLN 24-0035
PLANNER MATTHEW BASSI, CD DIR.
SIGNATURE Matthew Bassi

Commercial Cannabis - Local License (PLN 24-0035)
Cannabis Proposal Package

Prepared for the City of Wildomar

Applicant: Catt Road, LLC
Address: 23825 Catt Road
APN: 380-240-001
License: Retail Storefront
Proposal Date: June 11, 2024
Cannabis Proposal: Retail Store Front

Table of Contents

1. Evidence of Legal Right to Occupy....6
   1.1 Legal Right to Occupy Overview....6
   1.2 Purchase Agreement....7
   1.3 Lease Agreement....43
2. Authorization Letter for Information Verification....48
3. Organizational Status....49
   3.1 Ownership Structure....49
   3.2 Articles of Organization....50
   3.3 Operating Agreement....51
   3.4 Catt Road, LLC Certificate of Good Standing....64
4. Property Owner Authorization....65
5. Statement of Qualifications....66
   5.1 Organizational Structure and Qualifying Experience....66
   5.1.2 Saad S. Pattah – Owner Experience....66
   5.2 Cannabis Licenses Currently Held....68
   5.3 Financial Resources....69
6. Business & Operations Plan....72
   6.1 Products and Services to Be Provided....72
   6.2 Adherence to Wildomar Municipal Code....72
   6.3 Delivery Plan....73
   6.4 Size of Proposed Facility....78
      6.4.1 Site Plan....78
      6.4.2 Floor Plan....80
      6.4.3 Egress Plan....81
      6.4.4 Security Floor Plan....82
   6.5 Hours of Operation....83
   6.6 Number of Employees....83
      6.6.1 Retail Store Manager....83
      6.6.2 Shift Leader....83
      6.6.2 Retail Sales Associate....84
      6.6.3 Inventory Control Specialist....84

6.7 Day to Day Operations....84
6.7.1 Opening Procedures Checklist....84
6.7.2 Customer Check-In Procedures....85
6.7.3 Customer Product Handling Procedures....88
6.7.4 Receiving Incoming Inventory....89
6.7.5 Closing Procedures Checklist....90
6.8 Compliance with Local Ordinance and State Laws....91
6.9 How Cannabis Will Be Tracked and Monitored to Prevent Diversion....91
6.9.2 Track-and-Trace....92
6.9.3 Track-and -Trace Account Manager....92
6.9.4 Mandated Bi-Weekly Inventories....93
6.9.5 Opening and Closing Inventories....93
6.9.6 Notification of Theft, Loss, and Criminal Activity....93
6.10 Operations Schedule....95
6.11 Start Up Costs....96
6.12 Anticipated Revenues....97
6.13.1 Anticipated Federal, State, and Local Tax....99
6.13.2 Excise Tax Payment – State of California....99
6.13.3 Sales and Use Tax Payment....99
6.14 COMMUNITY RELATIONS DESIGNEE....100
6.14.1 Catt Road, LLC Relations Designee....100
6.14.2 Changes to Designee....100
6.14.3 Accepting Complaints....100
6.14.4 Nuisance Prevention....100
7. Fire Protection Plan....101
7.1 Plan Summary....102
7.2 Faculty Fire Prevention, Suppression, HVAC, and Alarm Systems....102
7.2.1 Fire Prevention System....102
7.2.2 Fire Suppression System....104
7.2.3 HVAC System....106
7.2.4 Alarm System....106
7.2.5 Emergency Protocols....106
7.3 Occupancy Classification....111

7.4.1 Written and Physical mechanisms in place to deal with Hazardous Materials/Inhalation Procedures....112
8. Safety and Security Plan....113
8.1 Security Summary....113
8.2 Video Surveillance System....117
8.2.1 Vendor....117
8.2.2 Locations/Angles of all Cameras....118
8.2.3 Power Failure....118
8.3 Alarm System....118
8.3.1 Equipment....118
8.3.2 Vendor....119
8.3.3 Records....119
8.4 Access Control....119
8.4.1 Employee Badges....120
8.4.2 Electronic Verification System....120
8.5 Signage....121
8.6 Lighting....122
8.7 COMMERCIAL GRADE LOCKS....122
8.8 NOTIFICATION OF LOCAL LICENSING AUTHORITY AND LAW ENFORCEMENT....122
8.9.1 Operational Security....124
8.9.4 Employee Safety and Policy....127
8.9.5 Earthquake Emergency Protocol....129
8.9.6 Robbery Emergency Protocol....129
8.9.7 Safety Coordinator Responsibilities....130
8.9.8 Emergency Roll Call Sheet....130
8.9.9 Emergency Contact Information....131
8.10 Policy: Physical Altercation....131
8.11 Policy: Security Exclusion....131
8.12 Policy: Weapon Incident....131
8.13 Policy: Employee Firearm Policy....132
8.14 Policy Physical Restraint....132
8.15 Policy: Contraband....133
8.16 Policy: Counterfeit Money....133

8.18 Record Keeping....134
9.1 Neighborhood Compatibility Plan....135
9.2 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY....138
FACILITY DESIGN AND APPEARANCE....138
SIGNAGE AND ADVERTISING....138
FACILITY LIGHTING....138
ODOR MITIGATION....138
ON SITE CONDUCT....139
10. Waste Disposal Plan....140
10.1 Chemical, Dangerous, and Hazardous Waste....143
10.2 Cannabis Waste....144
10.2.1 Disposal Record....144
11. Odor Abatement Plan....149
12. Visitor Requirement Plan....151
12.1 Visitors....151
12.2 Visitors Identification and Record Requirements....152
12.3 Visitors Must Be At Least Twenty-One Years of Age....152
12.4 Visitors Prohibited Conduct....152
13. Radius Maps....153
13.1 100' Radius of Project Site....155
13.2 600' Radius of Project Site....156

1. Evidence of Legal Right to Occupy

1.1 Legal Right to Occupy Overview

Founding investor Saad S. Pattah has purchased the property located at 23825 Catt Road in Wildomar, CA 92595 in which he will lease to his business, Catt Road, LLC for the purposes of operating a cannabis retail facility. To support the requirements of this section, Catt Road is providing the following documentation:

1. Purchase Agreement between Saad S. Pattah and CCG Catt, LLC
2. Lease Agreement from Saad S. Pattah to Catt Road, LLC

1.2 Purchase Agreement

REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS

Dated February 10th, 2024

between

CCG Catt, LLC,

a California limited liability company,

as Seller,

and

Saad Pattah, an individual,

as Buyer

REAL ESTATE SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreement**") is made as of the 10th day of February, 2024 (the "**Effective Date**"), by and between **CCG Catt**, LLC, a California limited liability company or its permitted assigns ("**Seller**"), and **Saad Pattah, [an unmarried/a married]** individual or permitted assigns (collectively, "**Buyer**"). Seller and Buyer are referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Seller is the seller of the Property (as defined below), including that certain real property comprised of 0.663 acres (approximately 28,899 square feet) of vacant land generally located at the NEQ of Clinton Keith Road and Interstate 15, Wildomar, Riverside County, California, and commonly known as 23825 Catt Road, Wildomar, California 92595. The Property is one of three (3) adjacent parcels comprising the commercial development commonly known as "Catt Crossing" (collectively, the "**Development**").

B. On and subject to the terms and conditions of this Agreement, Seller has agreed to sell the Property to Buyer and Buyer has agreed to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **PURCHASE AND SALE; ESCROW**.

1.1 **Purchase and Sale**. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to the "**Property**," which consists collectively of the following:

(a) That certain land (the "**Land**") located in the City of Wildomar, County of Riverside, State of California, as depicted on ***Exhibit A*** and as legally described in ***Exhibit A***;

(b) All rights, privileges and other easements appurtenant to the Land, including any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "**Appurtenances**");

(c) All improvements and fixtures, if any, located upon the Land, including, without limitation, all structures presently located on the Land, and all

fixtures, apparatus, equipment, and appliances used in connection with the operation or occupancy thereof (collectively, the "**Improvements**"); and

(d) All intangible personal property owned by Seller, to the extent it is transferable, which is related to the ownership or operation of the Land and Improvements (collectively, the "**Real Estate**"), including any rights associated with the name of the Real Estate, all development rights, water rights, warranties, permits, entitlements and government approvals (and any applications therefor that have been filed by Seller or its affiliates), franchises, licenses, certificates of occupancy, soil and other reports and studies, surveys, maps, utility contracts, plans and specifications, engineering plans and studies, floor plans and landscape plans ("**Intangible Personal Property**") (provided that the Intangible Personal Property will include the foregoing relating only to the Real Estate specifically and not to any of Seller's Adjacent Real Estate, as defined below). Seller shall assign the Intangible Personal Property to Buyer at Closing pursuant to Assignment and Bill of Sale attached hereto as ***Exhibit E*** ("**Bill of Sale**").

1.2 **Escrow**. The transaction contemplated in this Agreement will be effected through an escrow ("**Escrow**") with Orange Coast Title Company Attn: Tom Krystkowiak, 2151 E. Convention Center Way, Suite 102, Ontario, CA, 91764, Email: teamescrow@octitle.com (the "**Escrow Agent**"), as established by this Agreement and any additional instructions required by Escrow Agent and reasonably acceptable to Seller and Buyer. In the event of any conflict, uncertainty or ambiguity between or in respect of the terms of this Agreement and the terms of any such additional instructions, the terms of this Agreement will govern and control.

2. **PURCHASE PRICE**.

2.1 **Purchase Price**. The "**Purchase Price**" for the Property is One Million Six-Hundred Thousand Dollars ($1,600,000).

2.2 **Payment of Purchase Price**. Buyer will, on or before the date that is the Closing Date (as defined below), deposit any funds necessary to satisfy Buyer's obligations under this Agreement (the "**Closing Funds**") into Escrow in immediately available funds.

3. **DEPOSIT**. Within five (5) business days following the Effective Date, Buyer will deposit in Escrow the amount of Fifty Thousand Dollars ($50,000) (the "**Deposit**"). Following the expiration of the Due Diligence Period (as defined below), $20,000 of the Deposit will become non-refundable except as otherwise expressly provided in this Agreement. At Closing, the Deposit will be applicable to the Purchase Price and Buyer will receive a credit for the Deposit against the amount of Closing Funds to be deposited by Buyer under **Section 2.2**.

3.1 **Independent Consideration**. Notwithstanding the foregoing, within five (5) days after Escrow Agent receives the Deposit described above, Escrow Agent will release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the Due Diligence Period to Buyer as herein

provided. Such independent consideration is non-refundable to Buyer but will be credited to the Purchase Price in the event that the purchase of the Property is completed.

4. **PROPERTY DOCUMENTS; INSPECTIONS AND STUDIES**.

4.1 **Property Documents**. Buyer acknowledges receipt from Seller prior to the Effective Date, for Buyer's review and approval in accordance with the provisions of **Section 4.2** below, of the following documents in Seller's possession on the Effective Date (collectively, the "**Property Documents**"):

(a) A title report (and copies of all documents or items referenced in the title report as exceptions) in respect of the Real Estate (collectively, the "**Title Report**"), to be provided by the Escrow Agent (also referred to as the "**Title Company**");

(b) If available, the most current existing survey of the Real Estate in Seller's possession or under Seller's control (collectively, the "**Existing Survey**");

(c) All current rental agreements, leases or licenses pertaining to the Property (each a "**Lease**"), as well as the contact information for each lessee thereunder; and

(d) Any existing environmental assessments of the Real Estate (including Phase 1 and Phase 2 environmental reports).

4.2 **Inspections**. During the Due Diligence Period and at all reasonable times prior to Closing, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "**Buyer's Consultants**") will have the right to enter upon the Property during normal business hours to examine and inspect the Property, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property as Buyer deems necessary for its review of the Property (collectively, the "**Inspections**"). Buyer will give Seller not less than two (2) business days' notice of its need for access to the Property. Notwithstanding the foregoing, Buyer's Inspections may not include any Phase II environmental site assessment or invasive testing or soil sampling without Seller's prior consent, not to be unreasonably withheld. To the extent Buyer reasonably determines on the basis of Buyer's Phase I environmental site assessment that a Phase II environmental site assessment is warranted, Buyer may extend the Due Diligence Period upon written notice to Seller for a period of thirty (30) days from the earlier of the date (i) Seller gives approval to perform such Phase II environmental site assessment, or (ii) Seller refuses to provide such approval. Following any such Inspections, unless otherwise directed in writing by Seller, Buyer will return the Property to substantially the condition it was in prior to such Inspections, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such Inspections and any other work conducted or materials furnished with respect to the Property by or for Buyer will be paid for by Buyer as and when due and Buyer will indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses,

expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer or Buyer's Consultants in connection therewith, which indemnity shall survive for a period of one (1) year after the earlier of (i) the Closing Date, or (ii) the termination of this Agreement. Notwithstanding the foregoing, Buyer will have no liability with respect to any hazardous substances or underground storage tanks discovered as a result of any Inspections.

5. **BUYER'S APPROVAL RIGHTS; DUE DILIGENCE PERIOD; ENTITLEMENT PERIOD**.

5.1 **Due Diligence Period**. During the Due Diligence Period, Buyer may review the Property Reports, make such Inspections, and conduct such investigations as it deems necessary and, in its sole discretion, determine whether the Property is suitable for its needs and acceptable to Buyer. At any time prior to 5:00 p.m. at the location of the Property on the last day of the Due Diligence Period, Buyer may terminate this Agreement for any or no reason by providing written notice of such termination to Seller (a "**Due Diligence Termination Notice**"), at which time (i) this Agreement will terminate and neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive termination), and (ii) Escrow Agent will promptly return the entire Deposit to Buyer. If Buyer fails to provide a timely Due Diligence Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer) and be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section with respect to the Due Diligence Period will permanently lapse, and (z) this Agreement will remain in full force and effect.

(a) The "**Due Diligence Period**" begins on the Effective Date and expires forty-five (45) days after the Effective Date.

5.2 **Title Review and Approval**.

(a) Within twenty (20) days after the Effective Date, Buyer may notify Seller in writing (the "**Objection Notice**") of any objection that Buyer has to the condition of the Property's title as reflected in the Title Report or the Existing Survey (each an "**Objection**"). Seller must remove all mortgages, deeds of trust, security interests, mechanics liens and all other liens, as well as pay (or give credit for) all taxes or assessments on the Property applicable to the period prior to the Closing Date (as defined below), and Seller will be deemed to have agreed to remove all exceptions to the Title related to such matters and such matters need not be included in the Objections (collectively, such matters may be referred to as the "**Seller's Title Obligations**"). Buyer's failure to timely deliver to Seller the Objection Notice will be deemed to constitute Buyer's approval of the Title Report and the Existing Survey and acceptance of the condition of the title of the Property as of the date the Objection Notice was due (with the exception of the Seller's Title Obligations).

(b) Seller will have a period of ten (10) days following receipt of the Objection Notice in which to deliver written notice to Buyer (the "**Seller Response Notice**") specifying the manner in which Seller will resolve each Objection, on or before the Closing Date. Seller's failure to timely deliver the Seller Response Notice to Buyer will be deemed to constitute Seller's election to not resolve Buyer's Objections. If Seller does not provide Seller's Response Notice, or in the Seller's Response Notice, Seller does not agree to resolve all Objections in a manner acceptable to Buyer, then Buyer will have the right prior to the expiration of the Due Diligence Period, to provide Seller written notice whether Buyer elects to (i) waive such Objections and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. If Buyer does not timely terminate this Agreement as set forth above, then Buyer will be deemed to have accepted any Objection Seller did not agree to resolve as a Permitted Exception (as defined below), Buyer's right to terminate this Agreement under this Section will permanently lapse, and this Agreement will remain in full force and effect.

(c) For purposes of this Agreement, "**Permitted Exceptions**" means collectively (i) the condition of the title to the Property reflected by the Title Report, Existing Surveys (if any), and Survey (if any) as of the date of the Objection Notice to which Buyer did not object, (ii) such Objections resolved in the manner set forth in the Seller Response Notice, and (iii) Objections that Seller does not agree to resolve, which Buyer is deemed to accept due to failure to timely terminate this Agreement.

5.3 **New Title Matters**. From the Effective Date until Closing, except as permitted in this Agreement, Seller agrees not to voluntarily enter into any agreement affecting title to the Property without Buyer's prior written consent. Any title matters which were not reflected on the Title Report or Existing Survey at the time of the Objection Notice and which arise or are discovered prior to the Closing (collectively "**New Title Matters**") must be resolved by Seller at Seller's sole cost and expense on or before the Closing Date if Buyer objects to such matters at or prior to Closing, unless such matters arose due to the actions of, or with the written consent of, Buyer. In the event Seller is unwilling or unable to completely resolve all of the New Title Matters objected to by Buyer prior to Closing, Buyer may elect to either (i) waive such New Title Matters and proceed toward Closing, or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination) and Escrow Agent will promptly return the Deposit to Buyer. In the event that Buyer elects not to terminate this Agreement pursuant to its rights in this Section and proceed to Closing, Seller's proposed resolution of such New Title Matters will be deemed accepted by Buyer, and the New Title Matters, to the extent not so resolved, will be deemed to be "Permitted Exceptions."

5.4 **Entitlements.** Buyer acknowledges that, as of the Effective Date, at Seller's expense, Seller has obtained approvals required from applicable local, regional, state and federal governmental or quasi-governmental authorities (collectively, "**Governmental Authorities**") to ready the Property for Buyer's intended use as a cannabis dispensary, except for any conditional use permit required by Buyer (collectively, the "**Entitlements**"). Entitlements do not include (i) any conditional use permit ("**CUP**") required for Buyer's intended use, or (ii) of Buyer's permits, licenses or construction approvals, or any other approvals required by Governmental Authorities other than set forth above.

5.5 **CUP Period**.

(a) For a period beginning on the Effective Date and ending ninety (90) days following the Effective Date (the "**Initial CUP Period**"), Buyer will have the right to seek the issuance of a CUP from the applicable government authorities. So long as Buyer is diligently and in good faith pursuing the issuance of a CUP, Buyer will have the option to extend the Initial CUP Period five (5) times for a period of thirty (30) consecutive days (each an "**Extension Period**"). The Initial CUP Period, together with each exercised Extension Period, may be referred to collectively as the "**CUP Period**." Buyer may exercise an Extension Period by providing Seller written notice prior to the expiration of the Initial CUP Period or the then-current Extension Period (as the case may be).

(b) Upon the exercise of each of the first three (3) Extension Periods, an additional Ten Thousand Dollars ($10,000) of the Deposit will become non-refundable, except as otherwise provided in this Agreement. If Buyer exercises either of the last two Extension periods, in addition to the timely written notice, Seller must timely pay to the Escrow Agent an additional Ten Thousand Dollars ($10,000) for each Extension Period (each an "**Extension Payment**"). Upon receipt of an Extension Payment, Escrow Agent will promptly release such Extension Payment to Seller and such Extension Payment will be non-refundable (except as otherwise expressly provided in this Agreement) and will not be applicable to the Purchase Price. If Buyer has not secured the issuance of the CUP prior to the expiration of the CUP Period, Buyer may terminate this Agreement by providing written notice of such termination to Seller (a "**CUP Termination Notice**.").

(c) Upon receipt of a timely CUP Termination Notice, (i) this Agreement will terminate and neither Party will have further obligations to the other Party (except those obligations which expressly survive termination), and (ii) Escrow Agent will return to Buyer any portion of the Deposit which is not then non-refundable, and (iii) Escrow Agent will release to Seller any non-refundable portion of the Deposit and any Extension Payments then in Escrow Agent's possession. If Buyer fails to provide Seller a timely CUP Termination Notice, (x) the Deposit will become non-refundable to Buyer (unless this Agreement specifically provides for its refund to Buyer), and

be treated as liquidated damages in the event Buyer fails to Close the transaction, (y) Buyer's right to terminate this Agreement under this Section due to failure to obtain the CUP will permanently lapse, and (z) this Agreement will remain in full force and effect.

5.6 **Natural Hazard Disclosure**. At Seller's sole cost and expense, Seller will engage the services of an environmental consultant to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the application of the following natural hazard areas or zones to the Property: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Government Code Section 8589.3); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wildland area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694). Seller will report the result of its examination to Buyer in writing not later than thirty (30) days following the beginning of the Due Diligence Period.

6. **CLOSING – TIME AND PLACE**. Provided that all of the conditions of this Agreement have been satisfied (or deemed satisfied) and Buyer has not exercised its right to terminate this Agreement prior to or on the Closing Date, a fully executed and acknowledged original of the Deed (as defined below) will be recorded in the Official Records, and the close of escrow ("**Closing**") of this transaction will take place at the offices of Escrow Agent, not later than thirty (30) business days following the last to expire of the Due Diligence Period or CUP Period.

6.1 **Title Policy**. On the Closing Date, the Title Company must irrevocably commit to issue to Buyer an ALTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price insuring Buyer's good, marketable and indefeasible title to the Property, subject only to the Permitted Exceptions, in form and substance reasonably acceptable to Buyer (the "**Title Policy**"). Such commitment from the Title Company is deemed to be a Seller Deliverable (as defined below).

6.2 **Closing**. The Escrow Agent will conduct the Closing through the Escrow. On the Closing Date the Escrow Agent will confirm in writing whether it has received all Seller Deliverables and Buyer Deliverables (as defined below). If Escrow Agent is in possession of all of the Seller Deliverables and Buyer Deliverables, Escrow Agent will Close the transaction by (i) causing the appropriate documents to be recorded, (ii) disbursing funds in accord with the Closing Statement (as defined below), (iii) delivering documents to the appropriate persons, and (iv) such other actions as are appropriate to consummate the transaction. Escrow Agent will act in accord with closing instruction letters received from Buyer or Seller to the extent such instructions are not contrary to the terms of this Agreement.

(a) If a Party fails to make its deliveries pursuant to **Section 7 and 8** respectively, the other Party may either (i) waive satisfaction of such

condition(s) in writing (delivered to the other Party and Escrow Agent) on or prior to the Closing Date, and the Closing will proceed, (ii) extend the Closing Date until such condition is satisfied, or (iii) declare the other Party to be in Default (for which there is no Cure Period) and pursue the applicable remedies set forth in **Section 15**.

7. **SELLER'S CLOSING DELIVERIES**.

7.1 **Seller's Deliveries into Escrow**. On or before the Closing Date, Seller will deliver into Escrow the following, duly authorized and executed as appropriate by Seller in a form reasonably acceptable to Buyer (collectively, the "**Seller Deliverables**"):

(a) Deed. One originally executed Grant Deed conveying indefeasible fee simple title to the Real Estate, subject to the Permitted Exceptions, in substantially the form attached to this Agreement as ***Exhibit B*** (the "**Deed**");

(b) FIRPTA. An executed affidavit stating Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445, *et seq.* of the Internal Revenue Code (the "**Code**");

(c) Authorizations. Such executed documents, affidavits and indemnities required by the Title Company to permit the Title Company to deliver the Title Policy (as defined below);

(d) Seller's Certificate. One executed Seller's Certificate certifying that all representations and warranties made by Seller in this Agreement are true, complete and correct in all respects as of the Closing Date, in substantially the form attached to this Agreement as ***Exhibit C*** (the **Seller's Certificate**");

(e) Leases; Service Contracts. Written evidence that any Leases or service or maintenance agreements with respect to the Property (collectively the "**Service Contracts**") have been terminated prior to Closing.

(f) Closing Statement. An executed Closing Statement prepared by the Escrow Agent reflecting the application of the funds received by the Escrow Agent, as mutually agreed by Buyer and Seller (the "**Closing Statement**").

(g) Possession. Possession of the Property free and clear of (i) any and all occupants, and (ii) any and all rights and interests arising through Seller for any individuals or entities (other than Buyer) to occupy, possess, or use all or any portion of the Property. Buyer acknowledges that Seller will have access to the Property post-closing to complete its obligations per **Section 11.5.**

(h) Bill of Sale. An executed Bill of Sale.

(i) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Buyer, Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement. Such documents may include an affidavit executed by Seller to the effect that Seller is not a ''nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at or prior to the Closing, Escrow Agent will at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

8. **BUYER'S CLOSING DELIVERIES**.

8.1 **Buyer's Deliveries into Escrow**. On or before the Closing Date, Buyer will deliver into Escrow the following, duly authorized and executed as appropriate by Buyer in form reasonably acceptable to Seller (collectively, the "**Buyer Deliverables**"):

(a) Closing Funds. The Closing Funds.

(b) Closing Statement. An executed Closing Statement; and

(c) Other Documents/Instruments. Such other documents and instruments as may be reasonably required or requested by Title Company or Escrow Agent to consummate the transactions contemplated by this Agreement.

9. **CLOSING COSTS AND EXPENSES**.

9.1 **Seller's Costs**. Seller will be responsible for the payment of: (i) all documentary transfer taxes assessed by the city and county in connection with the transaction contemplated under this Agreement; (ii) all costs of a standard Title Policy in the amount of the Purchase Price; (iii) all recording costs in connection with the Deed; (iv) one-half of Escrow fees and costs; and (v) the cost of any other obligations of Seller under this Agreement.

9.2 **Buyer's Costs**. Buyer will be responsible for the payment of: (i) all costs related to extended title coverage or additional endorsements to the Title Policy requested by Buyer, (ii) all costs of any lender's title policy, (iii) all costs of any Environmental Reports obtained by Buyer, (iv) one-half of all Escrow fees and costs, (v) the cost of the Survey, if any, and (vi) the cost of any other obligations of Buyer under this Agreement.

10. **PRORATIONS AND ADJUSTMENTS AT CLOSING**.

10.1 **Prorations and Adjustments**. All prorations pursuant to this **Section 10** will be final.

10.2 **Taxes**. Real estate and personal property taxes and assessments with respect to the Property (collectively, the "**Taxes**") for the tax years prior to the tax year in which the Closing occurs are the sole responsibility of Seller and must be paid at or prior to the

Closing. Taxes assessed with respect to the tax year in which the Closing occurs, regardless of when such taxes may be payable, will be prorated between Buyer and Seller as of the Closing Date. If the tax bill for the current tax year is not available at Closing, then the proration will be made on the most recent ascertainable tax assessment and tax rate. If Taxes for the tax year in which Closing occurs have not been paid before Closing, Buyer will be credited by Seller at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period before the Closing Date and Buyer will pay (or cause to be paid) the Taxes for the entire year of Closing prior to their becoming delinquent. If Taxes for the tax year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller will be credited by Buyer at the time of Closing with an amount equal to that portion of such Taxes which are ratably attributable to the period from and after the Closing Date.

10.3 **Utilities**. All utilities, if any, to the Property in the name of Seller will be cutoff by Seller on the Closing Date and Seller will be responsible for all utility costs prior to the Closing Date. Seller will receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Buyer at the Closing. In the case of non-transferable deposits, such deposits will be returned to Seller and Buyer will be responsible for making any security deposits required by utility companies providing service to the Real Estate and securing utility service following the Closing Date.

10.4 **Owner's Association Fees**. Escrow Agent will: (i) bring Seller's account with any owner's association applicable to the Property current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay to the owner's association any required upfront fees applicable to the period after the Closing Date, from Buyer's funds.

10.5 **Service Contracts**. Any prepayments or deposits with respect to Service Contracts will be retained by Seller and handled by Seller outside of Closing, and any costs or charges associated with the termination of such Service Contracts will be the sole obligation of Seller.

11. SELLER'S COVENANTS AND OBLIGATIONS.

11.1 **No Conveyances; Exclusivity**. At all times after the Effective Date but prior to the termination of this Agreement, (i) except as provided in this Agreement, Seller may not, without the prior written consent of Buyer, voluntarily convey any interest in the Property, and (ii) Seller and its representatives, brokers, agents, affiliates and employees will not, without the prior written consent of Buyer, directly or indirectly make accept, negotiate, entertain or otherwise pursue any offers to sell or lease the Property other than the transaction contemplated by this Agreement with Buyer.

11.2 **Significant Changes**. At all times after the Effective Date but prior to the Closing Date and/or termination of this Agreement, Seller must promptly notify Buyer of any significant change in any condition with respect to the Property or of any event or circumstance known to Seller that makes or would make any representation or warranty of Seller contained in this Agreement false or misleading, it being understood that Seller's

providing the notice to Buyer will in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement.

11.3 **Payment of Invoices**. At all times after the Effective Date but prior to the termination of this Agreement, Seller must timely pay in full all bills and invoices for labor, goods, materials, services and utilities of any kind relating to the Property which were contracted for by or on behalf of Seller.

11.4 **Leases and Service Contracts**. At all times after the Effective Date but prior to the termination of this Agreement, Seller may not, without the prior written consent of Buyer, (i) enter into any leases with respect to the Property; (ii) enter into any service contract or other contract or agreement pertaining to any portion of the Property which cannot be terminated without premium or penalty on or before the Closing Date; or (iii) modify any Service Contract or other contract or agreement pertaining to any portion of the Property.

11.5 **Post-Closing Covenants (Seller's Work)**. Within one hundred twenty (120) days following the Closing (which, at Seller's option, may be extended up to three (3) times by thirty (30) days each by delivering written notice to Buyer prior to the expiration date then in effect), Seller will substantially complete the Pad Delivery Improvements as set forth in ***Exhibit D***. Seller will substantially complete the Seller's Site Work as set forth in ***Exhibit D*** by the date set forth in ***Exhibit D***. Collectively, the Pad Delivery Improvements and the Seller's Site Work as defined in ***Exhibit D*** comprise the "**Seller's Work**"). Buyer must cooperate in good faith with Seller to provide timely access to the Property and coordinate with Seller's contractors to allow Seller to complete the Seller's Work. The date upon which the Pad Delivery Improvements have been completed and Seller has notified Buyer of the same in writing is the "**Pad Delivery Date**."

12. **REPRESENTATIONS AND WARRANTIES**.

12.1 **Seller's Representations and Warranties**. Seller hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Seller will immediately notify Buyer of any fact or circumstance which becomes known to Seller which would make any of the following representations or warranties untrue.

(a) Valid and Binding Obligation Formation. (i) Seller is a California limited liability company, duly organized, validly existing, and in good standing under the laws of the State of California with the requisite power and authority to consummate the transactions contemplated by this Agreement; (ii) this Agreement and all other agreements, documents and instruments to be executed by Seller in connection herewith have been duly executed and authorized by all necessary action on the part of Seller; and (iii) this Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with its terms against Seller, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar

laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Seller is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any federal, state, local and/or applicable foreign statutes, ordinances, rules, regulations, court orders and decrees, administrative orders and decrees, and other legal requirements of any and every conceivable type applicable to the Agreement, Seller, Buyer, the Property or any portion thereof (collectively, the "**Applicable Laws**"), or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental Authority having jurisdiction over Seller or the Property. Execution by Seller of this Agreement and performance by Seller of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

(c) FIRPTA. Seller is not a "foreign person" but is a "United States person" as such terms are defined in the Foreign Investment in Real Property Tax Act of 1980 and §§ 1445 and 7701 of the Code. Grantor is a citizen or resident of the United States, a domestic partnership, a domestic corporation, or an estate or trust which is not a foreign estate or foreign trust within the meaning of § 7701(a)(31) of the Code.

(d) Patriot Act/OFAC. Seller is not (i) a person or entity with whom Buyer is restricted from doing business by any trade embargo, economic sanction, or other prohibition of the United States law, regulation, or Executive Order of the President of the United States, including under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 or Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, and including, without limitation, persons and entities named on the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") Specially Designated Nationals and Blocked Persons List and/or on any similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"); (ii) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Seller Embargoed Person (as defined below); and (iii) no Seller Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term "**Seller Embargoed Person**" means any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 *et seq.* the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq*., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in

Seller is prohibited by law or Seller is in violation of law. Seller also must require and must take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Seller is or will be listed on the List or is or will be a Seller Embargoed Person. Notwithstanding the foregoing, this Section does not apply to any person to the extent that such person's interest in Seller is through a U.S. Public Entity. As used in this Agreement, "**U.S. Public Entity**" means a person (other than an individual) whose securities are registered with the Securities and Exchange Commission, listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person. For purposes of compliance with Presidential Executive Order 13224 (issued September 24, 2001), Seller must, on or before Closing, notify Buyer in writing of all persons holding a five percent or greater direct or indirect ownership interest in Seller.

(e) Pending Actions. To Seller's knowledge, there is neither (i) any action, suit, proceeding or claim affecting the Property or any portion thereof or affecting Seller and relating to or arising out of the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authority, nor (ii) any such action, suit, proceeding or claim threatened or being asserted.

(f) Pending Condemnation. To Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Real Estate or any portion thereof. Seller has not received written notice regarding any such proceeding, and, to Seller's knowledge, no such proceeding is contemplated.

(g) No Violation of Applicable Laws. To Seller's knowledge, there are no violations of any Applicable Laws affecting any portion of the Property. Seller has not received written notice of any such violation issued by any Governmental Authority.

(h) Liens. The Real Estate is free and clear of all mechanic's liens and materialmen liens caused by Seller. Except with respect to Seller's Work, no work has been performed or is in progress by Seller, and no materials have been furnished to the Real Estate, which might give rise to mechanics' liens, materialmen's liens, or other liens against the Real Estate or the Improvements.

(i) Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller.

(j) Impositions. To Seller's knowledge, there are no impositions that currently encumber the Real Estate or any portion of the Real Estate or any interest

in the Real Estate, other than impositions disclosed to Buyer in the Title Report, which are not yet due or payable.

(k) Leases. There are no oral or written leases, rental agreements or other occupancy agreements affecting the Property.

(l) No Change in Applicable Laws. Seller has no information of, and to Seller's knowledge, there is no change contemplated in, any of the Applicable Laws or any judicial or administrative action, or any action by adjacent landowners, or any fact or condition relating to the Real Estate which would materially adversely affect, prevent or limit the development of the Project.

(m) Delinquent Taxes. Seller shall pay and/or remove from title to the Property prior to the Closing Date any delinquent taxes and assessments.

(n) Third-party Approvals. To Seller's knowledge, there are not any non-governmental (*i.e.*, third party) approvals or consents required under any recorded or unrecorded documents for Buyer's intended use, development, and operation of the Property, other than as may be set forth in the Entitlements or disclosed to Buyer in the Title Report.

(o) Except as otherwise disclosed by Seller to Buyer in writing or as may be disclosed in the environmental reports included in the Property Documents or in any environmental assessment or report obtained by Buyer, to Seller's knowledge, there are no hazardous substances on, in, or under the Property in violation of applicable laws.

12.2 **Buyer's Representations and Warranties**. Buyer hereby makes the following representations and warranties, each of which will be continuing representations and warranties that will be true and correct in all material respects as of the Effective Date and the Closing Date and will survive Closing for a term of one (1) year. Buyer will immediately notify Seller of any fact or circumstance which becomes known to Buyer which would make any of the foregoing representations or warranties untrue.

(a) Valid and Binding Obligation Formation. Buyer is [a married/an unmarried] individual residing in California. This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) No Conflicting Agreements. Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement, by (A) any Applicable Laws, or (B) any agreement, instrument, restriction, or by a judgment, order or decree of any Governmental

Authority having jurisdiction over Seller or the Property. Execution by Buyer of this Agreement and performance by Buyer of its obligations under this Agreement will not violate or cause a default under any Applicable Laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

13. **CONDEMNATION; CASUALTY**.

13.1 **Seller Notice to Buyer**. Prior to Closing, upon Seller becoming aware of the occurrence of any fire, wind, water damage, earthquake or other casualty materially adversely affecting the Property (a "**Casualty**") or the commencement of any exercise of the power of eminent domain or condemnation (collectively "**Condemnation**"), with respect to the Real Estate, Seller will promptly provide written notice to Buyer describing with reasonable particularity and detail, such Casualty or Condemnation.

13.2 **Condemnation**. If any such Condemnation relates to or may result in a loss of value in the Property or the loss of all or any portion of the Real Estate, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to any compensation, awards or other payments or relief resulting from such Condemnation (whether received before or after Closing); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise the foregoing election by written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Condemnation. If Buyer fails to timely provide such written notice, Buyer will have been deemed to have elected to not terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, the right to terminate this Agreement under this Section will permanently lapse, Buyer may participate in all negotiations regarding the Condemnation action, and Seller may not agree to a settlement of such Condemnation action without the prior written consent of Buyer.

13.3 **Casualty**. In the event of a Casualty to the Property, then Buyer may elect, at Buyer's sole discretion, to either (i) continue this Agreement in effect without modification of the terms hereof, in which event, upon the Closing, Buyer will be entitled to receive any insurance proceeds resulting from such Casualty (whether received before or after Closing) plus payment by Seller of any applicable deductible or self-insurance); or (ii) terminate this Agreement, in which case neither Party will have further obligations to the other pursuant to this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will promptly return the Deposit to Buyer. Buyer must exercise such option by providing written notice to Seller and Escrow Agent within thirty (30) days following Buyer's receipt of notice of the Casualty. If Buyer fails to timely provide such written notice, Buyer will be deemed to have elected not to terminate this Agreement. If Buyer elects (or is deemed to have elected) not to terminate this Agreement, then the right to terminate this Agreement under this Section will permanently lapse, and Buyer may participate in any negotiations or adjustment of any insurance claim relating to

such Casualty. Seller may not settle any such claim without the prior written consent of Buyer.

14. **DEFAULT; TERMINATION ABSENT DEFAULT; LIQUIDATED DAMAGES**.

14.1 **Default**. If either Party fails to perform any of its material obligations under this Agreement and does not cure such failure or breach within the applicable Cure Period, if any (as defined below), such Party will be in "**Default**" under this Agreement. The "**Cure Period**" for (i) a monetary default is ten (10) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party, and (ii) for a non-monetary default is thirty (30) days following the defaulting Party's receipt of written notice of such failure or breach from the other Party.

14.2 **Buyer's Default**. If Buyer is in Default, then Seller's exclusive remedy is to terminate this Agreement, in which case neither Party will have further obligations to the other under this Agreement (except those obligations which expressly survive the termination), and Escrow Agent will deliver the Deposit and any Extension Payments to Seller as liquidated damages. **SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.**

Mark R. Cooper

Buyer's Initials Seller's Initials

(a) As material consideration to each Party's agreement to the liquidated damages provisions stated above, each Party hereby agrees to waive any and all rights whatsoever to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made, each Party hereby expressly acknowledging the reasonableness of the liquidated damages provisions stated above.

14.3 **Seller's Default**. If Seller is in Default prior to Closing, then Buyer may elect to:

(a) following written notice to Seller as set forth in **Section 14.1**, terminate this Agreement, in which case (i) neither Party will have further obligations to the other under this Agreement (except for those obligations which survive the termination of this Agreement); (ii) upon written confirmation of Seller,

Escrow Agent is instructed to promptly deliver to Buyer so much of the Deposit as remains in Escrow Agent's possession; and (iii) Seller will promptly pay to Buyer any portion of the Deposit or Extension Payments which has previously been paid to Seller; or

(b) elect to specifically consummate the purchase and sale of the Property, provided that any action for specific performance must be filed within ninety (90) days after the date of Seller's Default. The parties hereby agree that the Property is of a special and unique character and that Buyer cannot be adequately compensated at law in the event of a Seller Default.

14.4 **Post-Closing**.

(a) If Seller fails or refuses to timely perform its obligations under **Section 11.5** with respect to Seller's Work, Buyer must provide Seller written notice within thirty (30) days following such failure, specifying with particularity which obligations Seller has failed to perform (an "**Improvement Default Notice**"). If Seller fails to cure such default within a reasonable period following receipt of an Improvement Default Notice (which period may not exceed sixty (60) days), Buyer may (but shall not be obligated to) perform Seller's obligations (the "**Self-Help Right**"). In the event Buyer exercises its Self-Help Right, Seller will (i) grant Buyer the right and a license to enter upon such property owned by Seller or any affiliate thereof necessary to perform the Seller's Work pursuant to such Self-Help Right, (ii) assign to Buyer all permits, consents and approvals necessary for Buyer to perform the Seller's Work pursuant to such Self-Help Right, and (iii) cooperate in transitioning the Seller's Work to Buyer, including, but not limited to, at Buyer's request, assigning to Buyer or its designee all contracts, warranties and interests in applicable construction contracts, subcontracts, plans, specifications, drawings and purchase orders. Buyer shall be entitled to have all of its reasonable out-of-pocket costs and expenses incurred to complete Seller's Work, plus ten percent (10%) of such amount (collectively, the "**Improvement Cost Amount**") reimbursed to it from the Seller's Work Holdback Amount as defined in ***Exhibit D***. Buyer may submit to Escrow Agent (with a copy to Seller) an itemized disbursement request with reasonable supporting documentation such as receipts (a "**Reimbursement Request**") for amounts incurred to complete the Seller's Work pursuant to the Self-Help Right. Upon Escrow Agent's receipt of a Reimbursement Request from Buyer, Escrow Agent shall, with the written consent of Seller, not to be unreasonably withheld, conditioned, or delayed, disburse the amount of such approved Reimbursement Request from Seller's Work Holdback Amount to Buyer, or other entities as Buyer may direct. If Buyer's Improvement Cost Amount approved by Seller is in excess of the Seller's Work Holdback Amount, Seller shall promptly reimburse Buyer for such costs. In no event shall Seller's Holdback Amount be deemed a limitation on Seller's liability to reimburse Buyer's actual costs for performing the Self-Help Right. Buyer and Seller shall

execute any documentation reasonably required by Escrow Agent to hold and administer Seller's Work Holdback Amount as contemplated by this Agreement.

(b) Seller shall and hereby agrees to indemnify, defend and hold Buyer and Escrow Agent harmless from and against any and all claims, losses, liabilities, judgments, damages, and expenses asserted against or incurred by Buyer and/or Escrow Agent arising out of any encumbrances arising out of Seller's Work.

The provisions of this **Section 14** will survive the termination of this Agreement.

15. **BROKERS**. Buyer represents and warrants to Seller that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "**Broker**") in connection with this Agreement or the transactions contemplated by this Agreement other than Ryan Dowse of WeCannCA, Inc. (the "**Buyer's Broker**"). Seller represents and warrants to Buyer that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby other than Catalyst Retail, Inc. (the "**Seller's Broker**"). Seller agrees to pay both Buyer's Broker and Seller's Broker in accordance with the terms of a separate agreement.

16. **MISCELLANEOUS PROVISIONS**.

16.1 **Disclaimers; "As-Is."** Seller makes no representation or warranty, express or implied, as to the completeness, content or accuracy of the Property Information or any other written or oral information provided by Seller to Buyer. Except for the representations expressly set forth in **Section 12**, Seller has not made and does not make any warranty, guaranty, or representation concerning (i) the condition of the Property, including, but not by way of limitation, the water, soil, geology and the suitability of the Property for any and all activities and uses which Buyer may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto; (ii) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body; and (iii) hazardous materials or the environmental condition of the Property. BUYER WILL INSPECT AND EXAMINE THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY AT CLOSING IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THOSE IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING

16.2 **Attorneys' Fees**. If it is necessary for either Buyer or Seller to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing Party will reimburse the prevailing Party for its actual, reasonable attorneys' fees and costs of suit.

16.3 **Notices**.

(a) Any approval, disapproval, demand, document, or other notice (collectively "**notice**") which any Party must give under this Agreement must be in writing and either be delivered by (i) hand delivery, (ii) national overnight courier specifying next business day delivery, (iii) electronic mail, or (iv) U.S. certified mail, return receipt requested. All notices may be given either by a Party or by such Party's attorneys.

(b) Any such notice will be deemed received (i) when receipted for at the addressee's place of business (in the case of hand delivery), (ii) on the date of delivery confirmed by the overnight courier service (in the case of overnight courier delivery), (iii) when the sending Party receives an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment in the case of electronic mail), and (iv) as indicated on the return receipt (in the case of certified mail delivery).

(c) All such notices must be delivered to the addresses (or at any other address as an addressee may later designate in writing) set forth below. All delivery costs (*e.g.,* postage, air bill, etc.) must be prepaid by the sender.

If to Escrow Agent/Title Company:

Orange Coast Title Company
2151 E Convention Center Way Suite 102
Ontario, CA 91764
Attention: Tom Krystkowiak
Telephone: 909-987-5433
E-mail: teamescrow@octitle.com

If to Buyer: Saad Pattah

_____
_____
Email: geo@cakehousecannabis.com

With a copy to: _____
_____
_____
Attention: _____
Email: _____

If to Seller: CCG Catt, LLC.
38605 Calistoga Drive, Suite 150
Murrieta, CA 92563
Attention: Mark R. Cooper
Telephone: (913) 915-6538
E-mail: markc@catalystretail.com

With a copy *(which will not constitute notice)* to:	Polsinelli, PC 900 West 48th Place, Suite 900 Kansas City, MO 64112-1895 Attention: Jeb Bayer Telephone: (816) 374-0555 E-mail: jbayer@polsinelli.com
If to Seller's Broker:	Catalyst Retail, Inc. 38605 Calistoga Drive, Suite 150 Murrieta, CA 92563 Attention: Nick Earle Telephone: (951) 395-0000 E-mail: mailto: nearle@catalystretail.com

16.4 **Signs**. Buyer acknowledges that, a Master Sign Program has been proposed for the Development (dated October 13, 2021), a copy of which has been provided to Buyer prior to the Effective Date. Provided such Master Sign Program is acceptable to the applicable governmental authorities, it will apply to the Property, and be consistent with sign criteria for other first-class shopping centers in the Wildomar area. Buyer will be responsible for its prorated costs based on its aggregate panel space on each multi-tenant sign on which it maintains a panel relative to the total panel space on each multi-tenant sign on which it maintains a panel. Buyer will pay its prorated share of the cost to permit and construct each such sign on which Buyer participates as well as 100% of the cost to fabricate and install its sign panels on the signs on which Buyer participates. Buyer shall have the right to participate on: (i) Multi-Tenant Monument 1 in the _____ panel position, (ii) Multi-Tenant Monument 2 in the _____ panel position, and (iii) the Freeway Pylon (if approved by the applicable governmental authorities) in the _____ panel position all as generally depicted on ***Exhibit F***, attached hereto. The cost of repair, maintenance and operation of the Multi-Tenant Monument Signs and Freeway Pylon will be considered common area expenses to be apportioned equitably as set forth in the Declaration.

16.5 **Governing Law**. The Applicable Laws of the State of California will govern the validity, enforcement, and interpretation of this Agreement.

16.6 **Integration; Modification; Waiver**. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the Property and supersedes all previous contracts, agreements and understandings of the Parties, either oral or written, relating to the Property (including, without limitation, any letter or letters of intent). This Agreement may not be modified, nor may any of the terms hereof be waived, except by an instrument in writing executed by the Party against whom enforcement of the modification or waiver is sought. The rights and remedies provided in this Agreement are cumulative and (except where expressly provided otherwise in this Agreement) are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

16.7 **Counterpart Execution**. This Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller), may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and

the same instrument. Delivery of an executed counterpart of a signature page to this Agreement (and any of the documents to be delivered to Escrow by Buyer or Seller) by facsimile or in electronic (*i.e.*, "pdf" or "tif") format will be effective as delivery of a manually executed original counterpart of such document, unless an originally signed document is required for recording.

16.8 **Headings; Constructions**. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, and vice versa, unless the context requires otherwise. The provisions of this Agreement will not be construed in favor of or against either Seller or Buyer but will be construed as if both Parties prepared this Agreement. Unless otherwise indicated, a reference to a "Section" will be deemed to be a reference to a Section of this Agreement.

16.9 **Time of the Essence**. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations under this Agreement.

16.10 **Invalid Provisions**. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

16.11 **Binding Effect**. This Agreement will be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, administrators, representatives, successors and permitted assigns.

16.12 **Further Acts**. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

16.13 **Exhibits**. All Exhibits are attached hereto and are incorporated in this Agreement by this reference.

16.14 **Survival**. All covenants and agreements contained in this Agreement to be performed after the Closing Date as set forth in **Section 11.5** will survive the delivery and recordation of the Deed and the closing of the purchase and sale of the Property.

16.15 **No Third-Party Beneficiaries**. Except for the express provisions of **Section 16.15** below, the execution and delivery of this Agreement will not be deemed to

confer any rights upon, nor obligate either Seller or Buyer, to any person or entity other than each other.

16.16 **Successors; Assignment**. Subject to the terms and conditions of this **Section 16.15**, this Agreement is binding upon and inures to the benefit of the heirs, successors and assigns of the Parties to this Agreement. Seller may assign its rights and obligations under this Agreement to any successor or assign of Seller taking title to the Property, and the assignor will be released from its liabilities and obligations under this Agreement. Buyer may assign and delegate its rights and obligations under this Agreement to an affiliate of Buyer without the consent of Seller, in which event such assignee will assume all obligations of (and be treated as) Buyer under this Agreement, and the assignor will be released from its liabilities and obligations under this Agreement. For purposes of this provision, an "**affiliate**" of a person is any person which is owned by such person, owns such person, or is under common control with such person. Buyer may not assign its rights under this Agreement to any person which is not an affiliate without the prior written consent of Seller (which consent may not be unreasonably withheld, delayed or conditioned).

16.17 **Waiver of Jury Trial**. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

16.18 **Computation of Time**. The time in which any act under this Agreement is to be done will be computed by excluding the first day and including the last day. If the last day of any time period stated in this Agreement falls on a day which is not a business day (as defined below), then the duration of such time period will be extended so that it ends on the next succeeding business day. For purposes of this Agreement, a "**business day**" means any day that is not a Saturday, Sunday, or legal holiday in the location of the Property.

16.19 **Confidentiality**. As a material inducement to Seller to enter into this Agreement, Buyer agrees that it will maintain strict confidentiality with respect to the negotiations concerning, and the terms and provisions of, this Agreement. Notwithstanding the foregoing, Buyer may disclose such information (i) to those employed or engaged by Buyer or any representative of Buyer who is actively and directly participating in the evaluation of the Property or the negotiation and execution of this Agreement, including, without limitation, attorneys, mortgage and real estate brokers, accountants, engineers and other consultants, potential lenders, and potential or existing investors, in each case provided such person(s) are informed of the confidential nature of such information; (ii) to governmental or quasi-governmental authorities or agencies (including taxing authorities) in connection with Buyer's use, operation or maintenance of the Property or Buyer's efforts to obtain changes to the zoning or land use approvals as Buyer deems necessary in connection with its intended use of the Property; (iii) as required by Applicable Laws; and (iv) as necessary to enforce the terms of this Agreement. This confidentiality provision will survive termination of this Agreement other than by reason of the consummation of the

transaction contemplated by this Agreement. Neither Party will notify any media of the contemplated transaction or the terms thereof without the other Party's written approval.

16.20 **Compliance With Applicable Laws**. The Parties to this Agreement must comply with all Applicable Laws with regard to any provision under this Agreement.

16.21 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any Party initiating an exchange must bear all costs of such exchange. The cooperating Party will not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

"SELLER"

CCG Catt, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper [Feb 14, 2024 13:55 PST]
Mark R. Cooper, Manager/President

"BUYER"

Saad Pattah [Feb 14, 2024 14:56 PST]
Saad Pattah, an individual

EXHIBIT A

LEGAL DESCRIPTION

The Property being known as Adjusted Parcel C as set forth in that certain NOTICE OF LOT LINE ADJUSTMENT NO. 2022-008 recorded in the Official Records of Riverside County on September 21, 2023, as Doc # 2023-0279578, comprised of approximately 28,899 square feet of land and is a portion of the Development located on the land described below:

PARCEL C

PARCEL "C" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-008 RECORDED SEPTEMBER 21, 2023 AS INSTRUMENT NO. 2023-0279578, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND 2 OF AMENDED PARCEL MAP 22776 AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41 INCLUSIVE THEREOF, LYING IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, AND A PORTION OF THE WEST HALF OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040 RECORDED MAY 02, 1995 AS INSTRUMENT NO. 137832 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID AMENDED PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CATT ROAD (30 FOOT HALF-WIDTH); THENCE SOUTH 88°49'17" EAST, 122.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01°20'22" EAST, 45.65 FEET; THENCE SOUTH 33°23'59" EAST, 59.92 FEET; THENCE SOUTH 56°36'01" WEST, 30.91 FEET; THENCE SOUTH 33°21'32" EAST, 176.83 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 21667-1 AS DESCRIBED BY FINAL ORDER OF CONDEMNATION RECORDED AUGUST 22, 2013, AS INSTRUMENT NO. 2013-0413823 AND RECORDED AUGUST 27, 2013 AS INSTRUMENT NO. 2013-0419813, BOTH OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 58.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 0264-005D AS DESCRIBED IN DEED RECORDED ON JUNE 13, 2013 AS INSTRUMENT NO. 2013-0282059 OF OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 56°42'57" EAST, 25.51 FEET; THENCE SOUTH 86°40'33" EAST, 35.93 FEET TO A POINT ON THE CENTERLINE OF ARYA DRIVE AS VACATED BY RESOLUTION 95-040, RECORDED MAY 2, 1995 AS INSTRUMENT NO. 137832, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID CENTERLINE OF ARYA DRIVE, NORTH 36°05'11" WEST 76.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°54'28", AN ARC DISTANCE OF 152.31 FEET; THENCE NORTH 01°10'43" WEST, 14.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTH 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID CATT ROAD; THENCE ALONG SAID PARALLEL LINE, SOUTH 88°49'17" WEST, 118.75 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-1

SITE PLAN

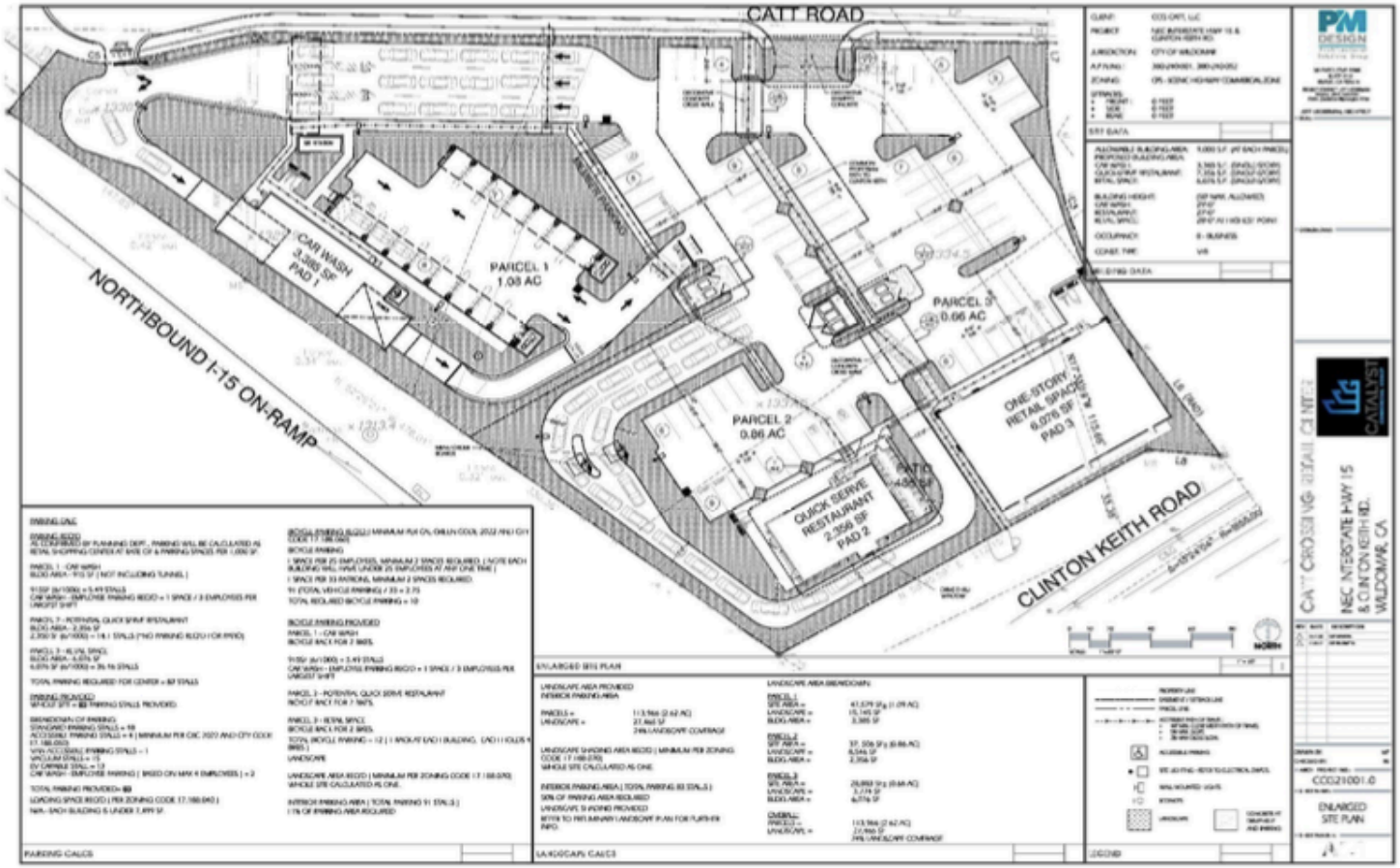


EXHIBIT C

SELLER'S CERTIFICATE

SELLER'S CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

In accordance with the terms of that certain Real Estate Purchase Agreement and Escrow Instructions dated as of _____, 2024 (the "**Purchase Agreement**"), by and between CCG Catt, LLC, a California limited liability company ("**Seller**"), and Saad Pattah, an individual ("**Buyer**"), Seller hereby certifies to Buyer that all representations and warranties set forth in the Purchase Agreement, including, without limitation, those set forth in **Section 12** of the Purchase Agreement, are true, complete, and accurate in all material respects, as of the date hereof.

IN WITNESS WHEREOF, Seller has executed this Seller's Certificate of Representations and Warranties effective as of the ____ day of _____, 2024.

"SELLER"

CCG CATT, LLC,
a California limited liability company

By: Mark R. Cooper
Mark R. Cooper (Feb 14, 2024 13:05 PST)
Mark R. Cooper, Manager/President

EXHIBIT D

SELLER'S POST-CLOSING COVENANTS

[Seller Review – These are obligations to ONO]

SELLER'S WORK:

1. **Pad Delivery Improvements:** Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Pad Delivery Improvements**") within the period set forth in **Section 11.5**:

   (a) **Compliance:** The Property shall be delivered in compliance with all laws and free of all leases, encumbrances, occupants, and hazardous materials in compliance with applicable laws. Any cost for hazardous/contaminated material abatement and removal that is not caused by Buyer shall be borne by Seller.

   (b) **Removal of existing improvements**: Landlord shall remove all existing improvements both above and below the surface of the pad. This includes but is not limited to any structures, footings, foundations, slabs, paving, curbs, gutters, plumbing, and storm drain infrastructure, underground or aboveground storage tanks, lot light poles and bases, underground structures of any kind.

   (c) **Grading**: A finished grade pad, which shall be delivered to within one tenth of one foot of the finished building pad elevation as defined by Buyer's and/or Seller's approved grading plans. Soils reports and compaction testing shall be at ninety-five (95) percent of the maximum dry soil density with a tolerance of +/- 0.3%. Any fill material shall be of structural quality with no debris or organic materials and must be placed in eight-inch (8") lifts. The moisture content of the soil shall be within the range of 0-4% above the maximum moisture content in accordance with the standard Proctor compaction procedure. A copy of soils/geotechnical testing reports and final compaction reports from the Seller's geotechnical testing firm shall be furnished to Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. A letter and building pad certification plan from a state licensed Civil Engineer (attesting to his inspection and certification of the completed building pad) shall be provided by the Seller to the Buyer prior to pad delivery by Seller and subsequent acceptance by Buyer. The Seller furnished certification letter shall include all as-built utility locations, finished grades and pipe invert elevations.

2. **Seller's Site Work:** Within the Three-Hundred Sixty (360) day period following the Closing, Seller must substantially complete the following improvements with respect to the Property (collectively, the "**Seller's Site Work**"):

(a) all utilities stubbed to within five feet (5') of the property line of the Property, including water, gas, sewer, electric, telephone, cable and other utilities required for Buyer's retail business, per Buyer's agreed upon specifications and locations.

(b) common drive aisles, as further illustrated on ***Exhibit B-1***, including any related paving and striping, curbs and gutters.

(c) provide common water meter for landscaping for the Development, including meter and capacity fees.

(d) all off-site improvements and Common Area drive aisles shown on the Site Improvement Plan and Development Plan shall have been completed, including, without limitation, if any, traffic signals at the entrance of the Development; road widening; paving and striping; curbs and gutters; landscaping; irrigation; sidewalks; street lighting; curb cuts; and fuel price monument signage.

(e) The Seller shall furnish and install one pipe of two inch (2") minimum diameter (or one pipe of one and a half inch (1-½") minimum diameter for domestic water and one pipe of one inch (1") minimum diameter for irrigation water), with backflow assembly, meter stop and shutoff valve as required by the local water/utility company. Water pressure rate shall be between 45 to 60 pounds per square inch. Any expense for necessary backflow preventer certification required by the City or local utility company shall be borne by the Seller, with evidence of certification provided to the Buyer. Any expense associated with the water meter is the responsibility of Buyer.

(f) The Seller shall furnish and install one ea. pipe of six inch (6") minimum diameter for sanitary sewer having sufficient invert elevation depth to facilitate a minimum one-quarter inch (¼") per foot slope from the furthest plumbing fixture or grease trap location. Under no circumstance shall the invert elevation be less than 36" below finished grade.

(g) The Seller shall furnish and install a minimum of two (2) conduits of four inch (4") electrical service conduits (or greater amount or diameter if required by the local utility company) to provide for a Buyer electrical load requirement of 1200 amps, 3 phase, 4 wire, and 120/208 volts.

(h) The Seller shall furnish and install gas pipe of two and half inch (2.5") minimum diameter sufficient to provide Buyer with a total demand of 1.8 million BTUs (for natural gas of 0.60 specific gravity, based on pressure drop of 0.5-inch water column).

(i) Seller shall furnish and install a dedicated fire protection water main system having a main of sufficient diameter, as and if required by local authorities and Fire Marshal's office. Any expense for necessary "fire flow rate"

testing of nearby fire hydrants required by the local authorities or Fire Marshal's office shall be borne by the Seller, with evidence of testing provided to the Buyer. Any expense for additional fire hydrants required by local authorities or Fire Marshal's office shall be borne by the Buyer.

(j) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

(k) Seller shall furnish and install at a minimum one ea. (1) telephone conduit of four-inch (4") diameter and pull string as required by the phone company.

Any modification to the attached Site Plan in ***Exhibit A-1*** that materially and adversely limit, restrict or impair (i) access to and from the Property, (ii) visibility of the Property, or (iii) parking for the Property will need Buyer's approval.

3. **Insurance:** Seller shall provide, or shall require that all contractors performing Seller's Work provide, public liability and property damage insurance with limits of liability of not less than a combined single limit of Two Million Dollars ($2,000,000.00) for bodily injury and property damage in connection with performance of Seller's Work.

4. **Coordination of Work:** Seller shall cooperate with Buyer in coordinating Seller's Work with construction of Buyer's improvements to assure reasonable mutual access and to prevent material and adverse interference with or damage to the work Seller and Buyer are performing.

5. **Public Work/Public Utilities:** Seller shall pay for all costs and expenses arising from or which are directly related to Seller's Work, including, without limitation, all utility tap fees and impact fees, any required fee associated with all public works, public utilities and related departments in the governing City or county. For avoidance of doubt, Buyer must pay any fees to establish water or sewer services to the Property (including, without limitation, water/sewer participation fees, connection fees and any meter-related fees).

BUYER'S WORK

Except for the work to be performed by Seller as part of Seller's Work, Buyer will be responsible, at its sole cost and expense, for all other improvements upon and within the Property, including: (i) the Building, (ii) the Fixtures, (iii) the Fixtures, including utility meters, and (iv) the site improvements upon the Property which shall include paving, striping, curbs and gutters, sidewalks, lighting, landscaping, irrigation, and trash enclosures within the Property (excluding any site improvements to be constructed by Seller as provided above) (the "**Buyer's Work**"). Notwithstanding the foregoing, Seller shall be responsible, as part of Seller's Site Work, for installation of utility, storm, and sanitary sewer connections as required, to within five feet (5') of the Property.

PRORATIONS, ADJUSTMENTS AND HOLDBACKS AT CLOSING.

Seller's Work Holdback. At Seller's sole cost and expense, Seller must complete Seller's Work within the time periods specified herein. An amount equal to Three Hundred Thousand

Dollars ($300,000) shall be retained from the Purchase Price and will remain held in Escrow, as of the Closing Date, (the "**Seller's Work Holdback Amount**"). One Hundred Thousand Dollars ($100,000) of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon completion of the Pad Delivery Improvements by Seller. The balance of the Seller's Work Holdback Amount will be released to Seller by Escrow Agent upon Seller's completion of Seller's Site Work. If the Buyer exercises the Self-Help Right, then Buyer shall be entitled to have its Improvement Cost Amount reimbursed to it from Seller's Work Holdback Amount, as more particularly set forth in **Section 14.4** of this Agreement. Subject to the terms and conditions of this Agreement (including, without limitation, **Section 14.4** of this Agreement), Escrow Agent will release any remaining portion of the Seller's Work Holdback Amount to Seller upon completion of Seller's Work.

EXHIBIT E

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "**Bill of Sale**") is made as of _____, 2024, by CCG Catt, LLC, a California limited liability company ("**Seller**") in favor of Saad Pattah, an individual ("**Buyer**"), pursuant to that certain REAL ESTATE SALE AGREEMENT AND ESCROW INSTRUCTIONS, by and between Seller and Buyer, dated _____, 2024 (the "**Contract**"). This Bill of Sale is subject to the terms and provisions of the Contract, and in the event of any inconsistency between the Contract and this Bill of Sale, the terms and provisions of the Contract shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, grants, delivers, transfers and assigns to Buyer, all of Seller's right, title and interest in, to and under any and all of the following items, to the extent that they are assignable and related exclusively to that "**Real Estate**" (as defined in the Contract):

(a) all governmental zoning, use, occupancy, and operating permits, and all other governmental permits, licenses, approvals, applications, subdivision maps, entitlements, certificates, rights under development agreements, school fee mitigation agreements, development allocations, and development rights relating to the Real Estate, if any so exist, as of the date of this Bill of Sale;

(b) all utility and other permits relating exclusively to the Real Estate;

(c) all fee credits, license tax credits, and prepaid expenses, fees, and deposits applicable exclusively to the Real Estate, and the right to any refunds thereunder or rebates thereof (including, without limitation, utility deposits);

(d) all plans and specifications for any improvements located exclusively on the Real Estate, whether existing or anticipated; and

(e) all warranties of contractors and subcontractors with respect to any grading and other work performed by or at Seller's direction on the Real Estate.

(All of the above being referred to herein collectively as the "**Personal Property**").

The provisions of this Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Seller and Buyer, respectively.

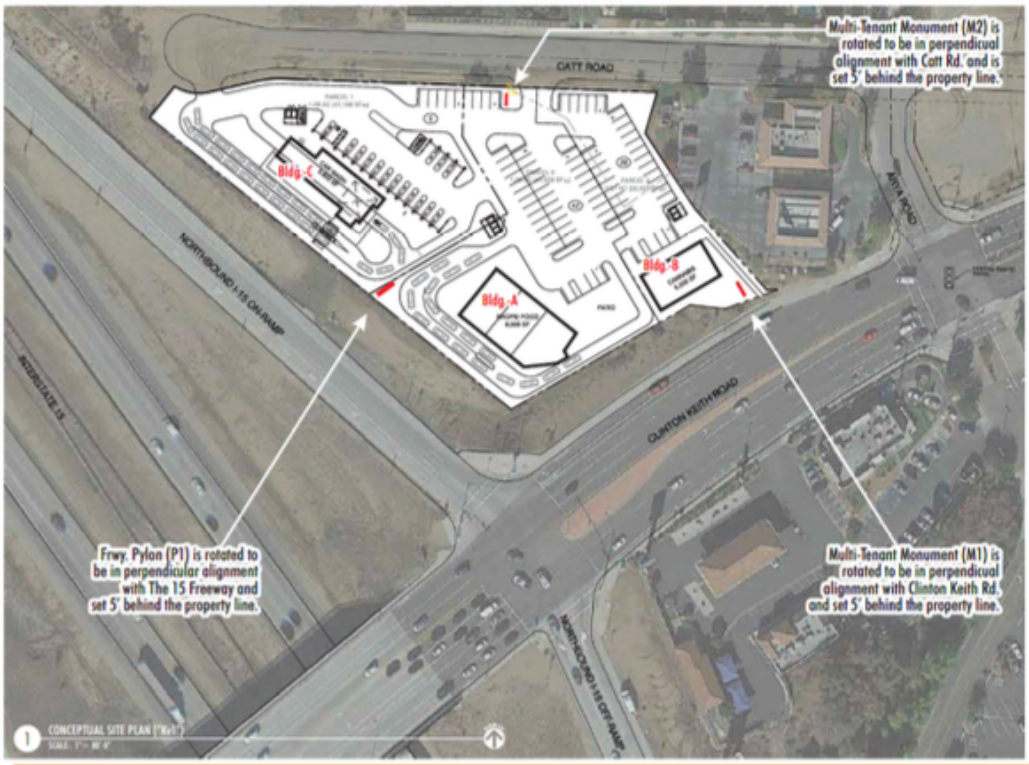
SELLER:

CCG Catt, LLC, a California limited liability company

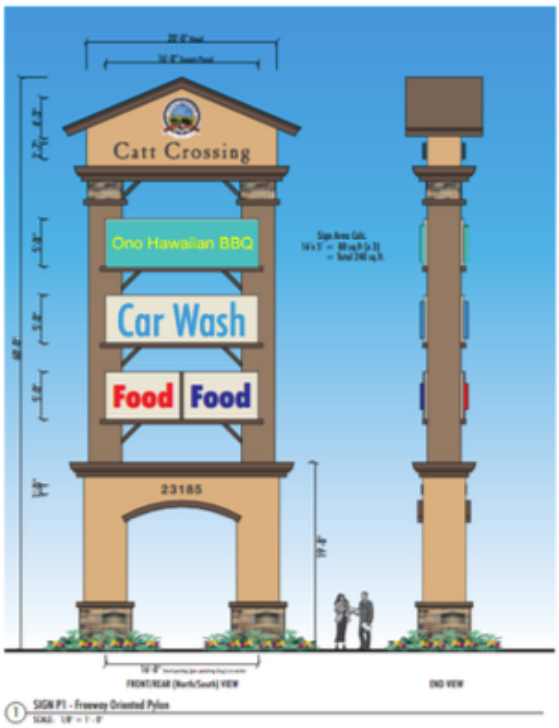
By: Mark R. Cooper
Mark R. Cooper (Feb 14, 2024 13:05 PST)
Name: Mark R. Cooper
Its: _____

EXHIBIT F

LOCATION OF BUYER'S SIGN PANELS ON THE MULTI-TENANT MONUMENT SIGNS AND THE MULTI-TENANT PYLON SIGN



Catt Crossing
Master Sign Program October 13th, 2021

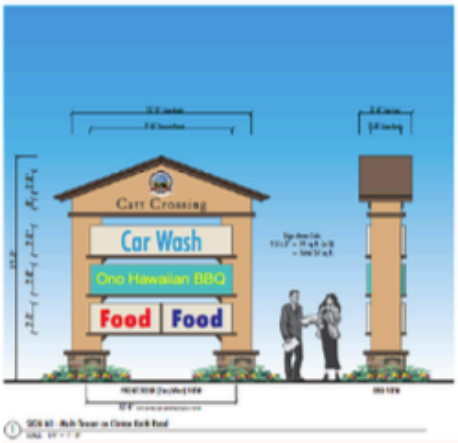


① SIGN P1 - Freeway Oriented Pylon

Freeway Pylon Sign (Qty. 1)

- Double faced, free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick alum.).
- Sign body paint colors to match project architecture, med. teacoat finish.
- Stone veneer (faux) shall match project architecture (materials sheet pending).
- Tenant names are 5" deep LED illum. channel letters w/ translucent vinyl colors per national branding standards ...see Detail A (this page).
- Project ID is reverse halo illuminated letters, matte black faces and returns.
- City of Wildomar seal is non-illum. 2" deep, fab'd alum. panel.

All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.



Monument Sign (Qty. 1)

- Double faced, free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick sheet).
- Sign body paint colors to match project architecture, matt textured finish.
- Sheet veneer (face) shall match project architecture (materials sheet pending).
- Inserted panels are 3" deep full sheet, 1/8" sheet, flame routed out and backed up with with white acrylic and 1st surface translucent vinyl colors per national branding standards.
- Project ID is non-illuminated 3/4" thick acrylic, painted matte black faces and returns mounted 1" proud of sign face.
- City of Wildomar and 3 non-illum., flush mounted 3/4" thick white acrylic with digital print city seal, return edges white.

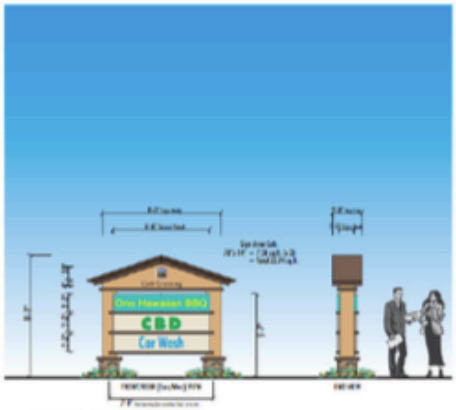
All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

GENERAL NOTES:

1 SIGN #2 - Multi-Tenant on Corona Park Road

Catt Crossing

Multi-Tenant Monument #2



Monument Sign (Qty. 1)

- Double faced, free standing - steel posts, concrete footing shall be per engineering.
- Internal steel angle saddle mounts welded to steel post create sign 'skeleton'.
- Aluminum angles create framework for aluminum 'skin' (typ. 1/8" thick sheet).
- Sign body paint colors to match project architecture, matt textured finish.
- Sheet veneer (face) shall match project architecture (materials sheet pending).
- Inserted panels are 3" deep full sheet, 1/8" sheet, flame routed out and backed up with with white acrylic and 1st surface translucent vinyl colors per national branding standards.
- Project ID is non-illuminated 3/4" thick acrylic, painted matte black faces and returns mounted 1" proud of sign face.
- City of Wildomar and 3 non-illum., flush mounted 3/4" thick white acrylic with digital print city seal, return edges white.

All illustrations shown are conceptual. All colors and logo artwork shall be verified by client. Engineering is req'd prior to fabrication, pending project approval.

GENERAL NOTES:

1 SIGN #2 - Multi-Tenant on Catt Road

Catt Crossing

1.3 Lease Agreement

THIS SUBLEASE (this "Lease") dated this 16 day of April, 2024

BETWEEN:

Saad S. Pattah (hereinafter called the "Lessor")

AND

Catt Road, LLC (hereinafter called the "Lessee")

IN CONSIDERATION OF the Lessor leasing certain premises to the Lessee, the Lessee leasing those premises from the Lessor and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1 - Leased Premises

2.1 The Lessor agrees to sublease to Lessee the industrial office space municipally located at, **23825 Catt Road, Wildomar, CA 92595**, (the "Premises") . The Premises will be used for only the following permitted use (the "Permitted Use"): The Lessee will use the Premises solely for general office purposes and to comply with applicable laws, bylaws, and regulations relative to the Premises and to the business carried on.

2.2.Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use.

2.3 No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days' notice, the Lessor may revoke any consent previously given under this clause.

2 - Term

2.1 The term of the Lease commences on June 1, 2024 for a term of five years with the option to renew.

2.2 Upon 60 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee has defaulted in the payment of any portion of the Rent when due.

2.3 Upon 30 days' notice, the Lessor may terminate the tenancy under this Lease if the Lessee fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Lessee and the Lessee persists in such default beyond the said 15-day notice.

3 - Rent

3.1 Subject to the provisions of this Lease, the Lessee will pay a base rent of $1.00 payable per month, for the Premises (the "Base Rent").In addition to the Base Rent, the Lessee will pay the applicable GST to the Lessor.

3.2 If the start date of the Lease does not fall on the first of the month then the Base Rent plus applicable and GST will be pro-rated.

4 - Use and Occupation

4.1 The Lessee will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. For the purposes of this Agreement the Permitted Use shall be for commercial cannabis retail operations. The Lessee will carry on business under the name of Catt Road, LLC and will not change such name without the prior written consent of the Lessor, such consent not to be unreasonably withheld. The Lessee will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Lessor.

4.2 The Lessee covenants that the Lessee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

5 - Security Deposit

5.1 On execution of this Lease, The Lessee will pay the Lessor a security deposit equal to the amount of $0.00 (the "Security Deposit") to be held by the Lessor without interest. Upon execution of this Lease the Security Deposit shall be due immediately. The Lessor will return the Security Deposit to the Lessee at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

5.2 The Lessee may not use the Security Deposit as payment for the Rent.

6 - Quiet Enjoyment

6.1 The Lessor covenants that on paying the Rent and performing the covenants contained in this Lease, the Lessee will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7 - Renewal of Lease

7.1 Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Lessee may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.

8 - Utilities and Other Costs

8.1 The Lessee is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, telephone, Internet and cable.

8.2 The Lessee is responsible for the replacement cost of any electrical light bulbs, tubes and ballast.

9 - Insurance

9.1 The Lessee is hereby advised and understands that the personal property of the Lessee is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such loss. The Lessee is advised that, if insurance coverage is desired by the Lessee, the Lessee should inquire of Lessee's insurance agent regarding a Lessee's Policy of Insurance. A copy of the insurance must be provided to the Lessor within 30 days of the start of the Term.

10 - Attorney Fees

10.1 All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Lessor on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Lessee of any other condition contained in the Lease, will forthwith upon demand be paid by the Lessee as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

11 - Governing Law

11.1 It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California County of San Diego, without regard to the jurisdiction in which any action or special proceeding may be instituted.

13 - Assignment and Subletting

13.1 The Lessee will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Lessor's option, terminate this Lease.

14 - Care and Use of Premises

14.1 The Lessee will promptly notify the Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Lessor

14.2 Vehicles which the Lessor reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Lessee's parking stall(s), and such vehicles may be towed away at the Lessee's expense. Parking facilities are provided at the Lessee's own risk. The Lessee is required to park in only the space allotted to them.

14.3 The Lessee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Lessor, disturbs the comfort or convenience of other Lessees.

14.4 The Lessee will not engage in any illegal trade or activity on or about the Premises.

14.5 The Lessor and Lessee will comply with standards of health, sanitation, fire, housing and safety as required by law.

15 - Damage to Premises

15.1 In case the Premises at any time during the Term be damaged by fire, water or other acts of nature so as to render the Premises unfit for the purpose of the Lessee the rent hereby reserved or a proportionate part according to the nature and extent of the damage sustained shall be suspended and abated until the Premises have been rebuilt or made fit for the purpose of the Lessee.

15.2 If in the opinion of the Lessee the premises cannot be rendered fit for the purpose of conducting the Lessee's business, within a period of two (2) months, the Lease shall be deemed terminated or at the option of the Lessor the term will come to an end and the Lessee shall cease to be held liable for payment for rent except such rent as shall have already accrued due and be entitle to be repaid any rent paid in advance for the balance of the period.

16 - Hazardous Materials

16.1 The Lessee will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

17 - Rules and Regulations

17.1 The Lessee will obey all rules and regulations posted by the Lessor regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Lessee in and around the Building on the Premises.

18 - General Provisions

18.1 Any waiver by the Lessor of any failure by the Lessee to perform or observe the provisions of this Lease will not operate as a waiver of the Lessor's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach.

18.2 This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

18.3 All sums payable by the Lessee to the Lessor pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Lessor as rental arrears.

18.4 Where there is more than one Lessee executing this Sublease, all Lessees are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Sublease.

IN WITNESS WHEREOF the Parties to this Sublease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on the date below:

LESSEE

Saad S. Pattah

_____ _____

Catt Road, LLC Date

LESSOR

Saad S. Pattah

_____ _____

Saad S. Pattah Date

2. Authorization Letter for Information Verification

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

Saad S. Pattah, Owner
Property Owners Printed Name

Saad S. Pattah

_____ _____
Property Owners Signature Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

_____ _____
Applicant Signature Date

3. Organizational Status

3.1 Ownership Structure

Catt Road, LLC is owned 100% by Saad S. Pattah. If any changes to ownership are made, Catt Road, LLC will immediately report these changes to the City of Wildomar.

3.2 Articles of Organization

202460417960

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only
-FILED-
File No.: 202460417960
Date Filed: 1/9/2024

B2399-1090 01/09/2024 12:29 PM Received by California Secretary of State

Limited Liability Company Name	
Limited Liability Company Name	Catt Road, LLC
Initial Street Address of Principal Office of LLC	
Principal Address	23825 CATT ROAD WILDOMAR, CA 92595
Initial Mailing Address of LLC	
Mailing Address	553 WEST 9TH STREET ESCONDIDO, CA 92025
Attention	
Agent for Service of Process	
Agent Name	Saad S. Pattah
Agent Address	553 WEST 9TH AVENUE ESCONDIDO, CA 92025
Purpose Statement	
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.	
Management Structure	
The LLC will be managed by	One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Saad S. Pattah — Organizer Signature

01/09/2024 — Date

Page 1 of 1

3.3 Operating Agreement

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OPERATING AGREEMENT
OF
Catt Road, LLC
(Member-Managed Corporation)

THIS OPERATING AGREEMENT ("Agreement"), is made and entered into as of this 5th day of March, 2024 by Catt Road, LLC a California Limited Liability Company (the "Company"), and its Members.

The Members hereby adopt this agreement as the "Operating Agreement" of the Company to set forth the rules, regulations, and provisions regarding the management and the business of the Company, the governance of the Company, the conduct of its business, and the rights and privileges of its Members.

NOW THEREFORE, the Members and the Company, intending to be legally bound, hereby agree as follows:

Agreement
Article I
Organizational Matters

1.1. **Name.** The Company shall conduct business under the name "Catt Road, LLC" If the majority of Members approve, the Company may also conduct business under a fictitious name filed with the county clerk of the county where the Company has its principal office.

1.2 **Term**. The company's beginning date is the date that the Articles of Incorporation were filed. The term of the Company shall be perpetual unless dissolved as provided in this Agreement. The Members may unanimously to continue the Company as provided in Article 9.

1.3 **Office and Agent.** The Company shall continuously maintain an office and a registered agent within the State of California. The principal office of the company shall be at:

Catt Road, LLC
23825 Catt Road
Wildomar, CA 92595

Upon unanimous consent of the voting Members may choose additional or alternative offices as they deemed fit. As required, the Company shall file a Statement of Information with the California Secretary of State stating its registered agent for service of process.

1.4 **Business of the company.** The Company shall engage in the following business, and any activities necessary or appropriate to carry out that business, unless all the Members unanimously approve in writing a change or addition to the Company's business: Business affairs, marketing, business development, and sales consulting.

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Article 2
Capital Contributions

2.1 **Additional Contributions.** No Member shall be required or permitted to make any additional contributions to the Company without the unanimous consent of the other Member. If, at any time or times hereafter, the Members shall determine that additional capital is needed by the company, the Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members or a third party. If a Member contributes significant additional contributions, all Members must unanimously consent in writing to increase the contributing Member's ownership interest to reflect the additional contribution.

Article 3
Members

3.1 **Admission of Additional Members.** Upon unanimous approval of the existing Members, additional members may be admitted into the Company on terms determined by the Members.

3.2 **Withdrawals or Resignations.** No Member may withdraw without the unanimous approval of the Members. However, if a Member's interest is based on providing services to the Company, that Member shall be allowed to withdraw or resign as a Member at any time upon 30 days prior written notice to the Company. In the event of such withdrawal, such Member's Membership Interest will be available for sale as described in Section 7.2. If it is not purchased, the withdrawing Member shall have only an economic interest in the Company after withdrawal. The Withdrawing Member shall the right to share in the Company's income, gain, losses, deductions, credit or similar items, and to receive distributions from the Company, but not the right to access Company business information or to participate in the Company management, except as required by law. The Withdrawing Member shall not be entitled to a return of the Member's capital, and may not withdraw contracts or personal guarantees that (s)he may have given.

3.3 **Payments to Members.** There will be no minimum or guaranteed payments to Members. The Company shall reimburse the Members for the actual costs including organization expenses incurred to from the Company.

Article 4
Management and Control of the Company

4.1 **Management and Powers.** The intent of each Member is to actively engage in the Company management. Accordingly, each Member shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other

acts or activities customary or incident to the management of the Company's business property and affairs.

4.2 **Duties of Members**. Each Member must have a duty:

A. If a Member fails to do the Member's duties for a period of (30) consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.

B. If a Member fails to do its Member duties for a period of one hundred twenty (60) days out of two hundred thirty (120) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.

C. If a Member disputes the completion of another Members duties and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party.

D. Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.

E. If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 7.

F. A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.

G. In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

4.3 **Limitations on Power of Members.** Notwithstanding any other provisions of this Agreement, no debt or liability may be contracted on behalf of the Company without the approval of the majority of Membership Interests. The signature of Catt Road, LLC Members is required to sign contracts and obligations on behalf of the Company. Additionally, the unanimous approval of the Members must be obtained prior to:

A. The merger of the Company with another business entity.
B. The establishment of different Member classes.
C. A change in the authorized businesses of the Company (Section 1.4),
D. Any act which would make it impossible to carry on the ordinary business of the Company
E. The confession of judgment against the Company
F. Any other transaction described in this Agreement which requires the approval, consent or vote of all of the Members.
G. The sale, exchange or other disposition of substantially all of the Company's assets occurring as part of single or multiple transactions or plan.

4.4 **Member Approval.** The "vote" or "approval" of the Members shall mean approval by unanimous Membership Interest. Members shall vote or approve by their percentage interest as shown on Exhibit A of this Agreement. No annual or regular meetings of the Members are required. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act.

4.5 **Deadlock of Members.** The Members shall make best efforts to resolve differences within the Membership. In the event the Members are not able to agree on an appropriate resolution then the Members shall submit to a mandatory mediation. All costs associated with such mediation shall be split in accordance with each Member's percentage interest.

4.4. **Devotion of Time**. The Members are not required to devote all of their time or business efforts to the Company. Each Member shall devote whatever time or effort he deems appropriate to carry out the Company's business.

4.6 **Noncompetition.** Each Member agrees that he will not be employed, concerned or financially interested, either directly or indirectly in any other business entity that is engaged in the same or similar business as that conducted by the Company. However, Members may invest in any passive investment engaged in the same or similar business with unanimous consent of all Members, as long as that investment does not exceed 5% of the ownership of that entity.

4.7 **Protection of Trade Secrets**. Each Member acknowledges that the customer lists, trade secrets, processes, methods and technical information of the Company and any other matters designated by the majority of the Members are the Company's assets. Each Member agrees not to disclose any of these assets to anyone outside the Company, except with written consent by the Company, even if the Member withdraws from the Company.

4.8 **Transactions between the Company and the Members.** Any Member may enter into a contract or transaction with the Company with the approval of all Members. If there is a potential conflict of interest, this approval must be in writing.

4.9 **Voting.** Except as otherwise provided or permitted by this Agreement, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act

collectively, and, unless otherwise specified or permitted by this Agreement, unanimously. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

4.10 **Voting Rights.** The Company may issue and differentiate classes of membership in the Company. These membership classes shall, pursuant to this Agreement and as further defined in Section 6.9 of this Agreement, consist of Class A voting membership units held by Members with the ability to vote on Company matters ("Class A" or "Voting"), and Class B non-voting membership units that are held by Members who cannot vote on Company matters and who shall not be responsible for the Capital Calls defined in Section 3.3(a) ("Class B" or "Non-Voting"). Any further establishment and issuance of different membership classes may be accomplished pursuant to an amendment of this Agreement. Any such amendment shall include provision(s) for any rights to priority distributions and change in the Percentage Interests, as defined below, of the initial members of the Company. No dilution of the Members' Percentage Interests may be instituted without the affirmative vote of a Super Majority of the Voting Members (as defined in Section 6.9) with the exception of the Manager(s) complying with the requirements of Section 3.2.2. (a), when and if triggered. The Company is authorized to issue up to 50,000,000 Class B membership units. Each 1,000,000 Class B membership units are equal to one percent (1%) membership interest in the Company.

Article 5
Allocations of Net Profits and Net Losses and Distribution

5.1 **Allocations of Net Loss and Quarterly Distributions**

A. Net Loss. Net loss for income tax purposes shall be allocated to Members in proportion to their Membership Interest. Loss allocations to a Member shall be made only to the extent that such loss allocations will not create a Capital Gain for that Member in the event of foreclosure of the Company's assets.

B. Any loss not allocated to a Member because of the 5.1.A. shall be allocated to the other Members to the extent where it does not create a Capital Gain to another Member.

C. Quarterly Distribution of Available Cash. At the end of each calendar quarter, the available cash of the Company, if any, must be distributed to the Members, pro rata according to their percentage interest. Available cash means cash beyond what is required as reasonable working capital, as determined by the Members. The Members shall have the power to postpone the quarterly distribution upon unanimous vote in writing.

D. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

5.2 **Special allocations.**

A. **Minimum Gain Chargeback for Nonrecourse and Recourse Liabilities.** The Company shall allocate income, loss and gain to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(f) and 1.704-2(i)(5)). Nonrecourse Liability shall be allocated in accordance with Treasury Regulations Section 1.704-2(g)(2). Recourse Liability shall be allocated to Members in accordance with Treasury Regulations Section 1.704-2(i)(4).

B. **Nonrecourse Deductions.** Notwithstanding Section 5.2, any nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be specially allocated to the Members in proportion to their Membership Interests.

C. **Member Nonrecourse Deductions.** Those items of Company loss, deduction or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt according to Treasury Regulations Section 1.704-2(i).

D. **Qualified Income Offset.** Notwithstanding Section 5.2, if a Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)ii)(d)(4),(5) or (6), or any other event creates a deficit balance in such Member's Capital Account in excess of such Member's share of Company Minimum Gain, items of Company income and gain shall be specially allocated to such Member so that such excess deficit balance is eliminated as quickly as possible.

5.4 **Code Section 704(c) Allocations.** Notwithstanding any other provision in this Article VI, in accordance with Treasury Regulations Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date of contribution. This shall be solely for tax purposes and shall not affect a Member's Capital Account, share of profits, losses or other items of distributions.

Article 6
Transfer and Assignment of Interests

6.1 **Transfer and Assignment of Interests.** With the exception of transfers between family members, stated in 6.3, Members who wish to transfer, assign, convey or sell their Membership Interest shall comply with the following:

A. First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

B. If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

C. Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale

6.2 **Substitution of Members.** If unanimous written approval is received, the transferee shall:

(i) Execute an instrument satisfactory to the Members which accepts and adopts the terms and provisions of this Agreement.

(ii) Pay any reasonable expenses in connection with his or her admission as a new Member.

The admission of a new Member shall not release the Member who assigned the Membership Interest from any liability that Member may have to the Company.

6.3 **Family Transfers**. The Membership Interest of any Member may be transferred by inter vivos gift or by testamentary transfer to any spouse, parent, sibling, child or grandchild of the Member, or to a trust for the benefit of the Member or such spouse, parent, sibling, child or grandchild of the Member. If the transfer is to a revocable living trust, the transferring Member may also reacquire the Membership in whole or in part upon complying with Section 6.2.

6.4 **Transfers in violation of this Agreement and Transfers of Partial Membership Interest.** Transfers violating this Article 6 shall only have an economic interest in the Company, with no right to participate in the Company management or exercise any rights of a Member.

Notwithstanding the proceeding sentence, if, in the determination of the Remaining Members, a transfer violating Article 6 would cause the termination of the Company under the Code, in the sole discretion of the Managers, the transfer shall be null and void.

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Article 7
Consequences of Death, Dissolution, Retirement or Bankruptcy of Member

7.1 **Dissolution Event.** Upon the occurrence of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall dissolve unless the Remaining Members who hold a majority of Remaining Membership Interest agree within ninety (90) days to continue the business of the Company. The Company and/or the Remaining Members may purchase the Former Member's Membership Interest as provided in this Article.

7.2 **Purchase Price.** The purchase price for the Former Member's interest shall be the fair market value of the Former Member's Interest as determined by agreement of the former Member and the Purchasing Members. If the Former Member and the Purchasing Members cannot agree on the purchase price within 30 days after the Dissolution Event, the purchase price shall be determined by an independent appraiser. The Purchasing Members as a group, and the Former Member, shall each pay one-half of the cost of the appraisal. If the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damages suffered by the Company or the Purchasing Members as a result of such breach.

7.3 **Notice of Intent to Purchase.** Within fifteen (15) days after a Dissolution Event, each Remaining Member shall notify the Members in writing of whether (s)he chooses to purchase a portion of the Former Member's Interest. Each Purchasing Member shall be entitled to purchase a portion of the Former Member's Interest in the same proportion as their Membership Interest compared with the percentage interest of all Purchasing Members. If the Remaining Members fail to purchase the entire interest of the Former Member, the company shall purchase any remaining share of the Former Member's Interest.

7.4 **Payment of Purchase Price**. The closing shall occur no later than 30 days following the determination of the purchase price. The Purchasing Members may pay all of the purchase in cash, or one fifth (1/5) at closing, with the remainder due in a negotiable promissory note, payable in four equal annual principal installments plus prevailing interest

7.5 **Closing of Purchase of Former Member's Interest.** At the closing for the sale of a Former Member's Interest, the Former Member shall provide a document conveying their interest and representing that the interest is free of encumbrances.

Article 8
Accounting, Records, Reporting by Members.

8.1 **Books and Records.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

A. A current Members list showing their full name and last known business or residence, their capital contributions, Capital Account balance and Membership Interest;
B. A copy of the Articles of Incorporation and any and all amendments
C. Copies of the Company's federal, state, and local income tax or information returns for the six (6) most recent taxable years;
D. A copy of this Operating Agreement and any and all amendments;
E. The Company's books and records as they relate to the internal affairs or the company for at least the current and past four (4) fiscal years.

8.2 **Inspection of Books and Records.** Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

8.2 **Reports.** By March 30th of each year, the Company shall prepare information necessary for the Members to prepare their annual federal and state income tax returns.

8.3 **Bank Accounts.** The Members shall maintain Company funds in one or more separate bank accounts in the name of the Company and shall not commingle the funds with any other person or entity. Any Member, acting alone, may endorse and deposit into the Company's accounts any checks made payable to the Company. The Members shall authorize one or more of the Members to sign checks and drafts in the Company's name.

8.4 **Tax Matters for the Company**. Upon unanimous vote of the Members, the Members shall designate an "Tax Matters Partner" (as defined in Code section 6231) to represent the Company (at the Company's expense) in connection with all tax authorities. The Tax Matters Partner may spend Company funds for associated professional services and costs.

Article 9
Dissolution and Winding Up

9.1 **Conditions of Dissolution:** The company shall dissolve:
A. Automatically twenty-five (25) years after filing of the Articles of Incorporation, unless the Members unanimously vote to continue the company and file a Certificate of Continuation with the California Secretary of State;
B. If there is a judicial dissolution pursuant to Section 17351 of the Corporations Code;
C. If the Members unanimously vote to dissolve the Company;
D. If there is a Dissolution Event and the Remaining Members fail to agree to continue the business of the Company within ninety (90) days after the occurrence of such event or the Company or the Remaining Members fail to purchase the former Member's Interest as provided in Article 7; or
E. Upon the sale of substantially all of the assets of the Company.

9.2 **Winding Up.** Upon the dissolution, the Company's assets shall be disposed of and its affairs wound up. After determining that all the known debts and liabilities of the Company have been paid, the remaining assets shall be distributed to the Members according to their Capital Account balances, after taking into account income and loss allocations for the Company's final taxable year.

9.3 **Limitations on Payments Made In Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of the Company for the return of his or her positive Capital Account balance and shall have no recourse against any other Member except as provided in Article 10.

Article 10
Indemnification

10.1 **Indemnification.** The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason that (s)he was a Member, officer, employee or other agent of the Company to the fullest extent permitted by applicable law. The standard of the fiduciary duty each member is to act in the highest good faith to the members and the Company. A member may not seek to obtain an advantage in the Company affairs by misconduct, misrepresentation, concealment, threat or adverse pressure.

10.2 **Insurance.** The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

Article 11
Investment Representations

Each Member hereby represents and warrants to, and agrees with, the Members, the other Members and the company as follows:

11.1 **Preexisting Relationship or Experience.** (S)he has a preexisting personal or business relationship with the Company or one or more of its Members, or by reason of his or her business or financial experience (s)he is capable of evaluating the risks and merits of an investment in the Company and of protecting his or her own interests in connection with this investment.

11.2 **No Advertising.** (S)he has not seen, received, been presented with or been solicited by a leaflet, public promotional meeting, article or any other form of advertising with respect to the sale of the Membership Interest.

11.3 **Investment Intent.** (S)he is acquiring the Membership Interest for investment purposes for his or her own account only and not with a view to or for. No other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

Article 12
Miscellaneous

12.1 **Complete Agreement.** This Agreement and the Articles of Incorporation constitute the complete and exclusive statement of agreement among the Members and replace and supersede all prior written and oral agreements among the Members. To the extent that any provision of the Articles of Incorporation conflict with any provision of this agreement, the Articles of Incorporation shall control.

12.2 **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respect successors and assigns.

12.3 **Jurisdiction.** Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement.

12.4 **Severability.** If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected.

12.5 **Notices.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.7 **Amendments.** All amendments to this Agreement will be in writing and signed by all the Members.

12.6 **Multiple Counterparts**. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one or the same instrument.

12.7 **Mediation.** Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non- binding on the parties thereto.

12.8 **Attorney Fees.** In the event that any dispute between the Company, the Members or among the Members should result in litigation or arbitration, the prevailing party in such a dispute shall be entitled to recover from the other party all reasonable fees, cost and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

12.9 **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

All of the Members of Catt Road, LLC, a California Limited Liability Corporation, have executed this agreement, effective as of the date written above.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement. Signed this 5th day of March 2024.

Saad S. Pattah: Saad S. Pattah

Title: Owner / President

Date: March 5, 2024

DocuSign Envelope ID: E50FAE80-2D09-4031-8A56-02837786F1FA

Exhibit A

Membership Interest

Name	Membership Type	Membership Interest
Saad S. Pattah	Class A	100%

3.4 Catt Road, LLC Certificate of Good Standing

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	Catt Road, LLC
Entity No.:	202460417960
Registration Date:	01/09/2024
Entity Type:	Limited Liability Company - CA
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 16, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 200900011

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

4. Property Owner Authorization

PROPERTY OWNER'S INFORMATION VERIFICATION AUTHORIZTION

To Whom it May Concern,

This letter is to serve as the property owner(s) authorization to allow the City of Wildomar to seek verification of the information contained within this application. As the property owner and applicant, I hereby authorize City of Wildomar staff or authorized agents to verify the information contained in the Cannabis Local License Proposal for Catt Road, LLC.

PROPERTY OWNER:

CCG Catt, LLC
Property Owners Printed Name

Property Owners Signature

5/28/24
Date

COMMERCIAL CANNABIS APPLICANT:

Saad S. Pattah, Owner
Applicant Printed Name

Saad S. Pattah

Applicant Signature

Date

5. Statement of Qualifications

5.1 Organizational Structure and Qualifying Experience

Catt Road, LLC is owned 100% by Saad S. Pattah. Being a 100% owner gives Mr. Pattah the power to sell equity to raise additional funds if necessary. Additionally, Mr. Pattah is the owner of Cake Enterprises, Inc., a company that owns seven (7) cannabis retail licenses throughout California. Mr. Pattah will be utilizing his compliance and operations team from Cake Enterprises to assist with the opening, hiring, and operations for the Catt Road, LLC location.

5.1.2 Saad S. Pattah – Owner Experience

Saad Pattah is a Owner and founder of Catt Road, LLC. He is a serial entrepreneur who has demonstrated success in the grocery, restaurant, and import and export industries.

Mr. Pattah began his professional career in his family's business, Biva Market in Oceanside. He started as a cashier and slowly grew his experience and in 2008 became the General Manager overseeing operations and management of the facility. Under his leadership and with his dedicated work ethic, he grew the business more than 300% by drastically improving efficiencies and reducing costs. His keen eye for detail and commitment to customer service was imperative to the Biva's success.

In 2011, Mr. Pattah purchased Smith NS Foods Inc which was a small company with a single location. Under Mr. Pattah's leadership, he developed a robust internally integrated distribution model which allowed the company to expand to multiple locations across Southern California exponentially increasing the market penetration and brand revenue.

Given his proven entrepreneurial success, in 2012, Mr. Pattah saw a major opportunity to enter the restaurant industry with the growing sushi market. He founded Sushi Ventures Inc DBA Tabu Sushi. Mr. Pattah opened the first keystone restaurant, Tabu Sushi and proved that his evaluation of the demographic and opportunity was accurate.

Given the success of the first restaurant, Mr. Pattah has continued to expand Sushi Ventures Inc across multiple locations in California. His industry intuition has been imperative to the success of the vertically integrated restaurant chain. Tabu Sushi continues to grow every year and expand into new markets across California.

In 2016, Mr. Pattah founded Sky & Lana Group Inc, which is a successful import and export business that is still currently operating. In this venture, Mr. Pattah uses his knowledge of international business and strategic business development to diversify the company portfolio to increase revenue. Mr. Pattah's ability to negotiate international business transactions and manage the logistical challenges, is why Sky & Lana Group has continued to outpace growth faster than the industry standards.

Additionally, Mr. Pattah has since opened seven (7) commercial cannabis retail locations throughout California. These cannabis retail locations known as "The Cake House" have been very successful financially while also supporting the needs of the local community and providing substantial tax revenue for the cities and counties they are located in.

Furthermore, Mr. Pattah opened Currently Veterans Wildomar South, LLC DBA The Cake House here in the City of Wildomar and has received nothing but positive feedback from the city and community. Customers appreciate this Wildomar location as a safe and secure place to purchase cannabis while appealing to all demographics.

5.2 Cannabis Licenses Currently Held

As shown above, Mr. Pattah possesses a wealth of cannabis business experience. As the principal owner, he brings the knowledge of commercial cannabis business operations and legal compliance so the city can rest assured that his team will create a sustainable and trustworthy cannabis operation within the city of Wildomar.

To further demonstrate the knowledge and experience Mr. Pattah's team possesses, the Catt Road, LLC has provided state licenses in which they are currently affiliated with as an owner for the City to review. Catt Road, LLC has local license approvals that are in various stages of development but those are not far enough along to earn a state license.

1. **Riverside County Dispensary and Delivery DBA The Cake House**

   License #: C10-0000769-LIC

2. **Currnt Veterans of Wildomar South, LLC DBA The Cake House**

   License #: C10-0000859-LIC

3. **Golden Hights, Inc DBA The Cake House**

   License #: C10-0001082-LIC

4. **Stony Point Wellness, LLC DBA The Cake House**

   License #: C10-0001322-LIC

5. **Community of Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001422-LIC

6. **Humanity Encinitas 4, Inc. – DBA The Cake House**

   License #: C10-0001424-LIC

7. **Community Veterans of Rivco, LLC DBA The Cake House**

   License #: C10-0001437-LIC

5.3 Financial Resources

Catt Road, LLC currently has $1,233,237.42 in liquidated capital dedicated to this cannabis retail project in Wildomar. If more funds are required for the project, Catt Road, LLC and its affiliated development, financial, and managerial partners are committed to providing any and all funding required for completion of the development and post development operational expenses. Below is a bank statement from our affiliated business which will be contributing the capital.

TORREY PINES BANK
Torrey Pines Bank, a division of Western Alliance Bank. Member FDIC.
PO Box 26237 • Las Vegas, NV 89126-0237
Return Service Requested
00001971-0007087-0001-0002-TIMR8007750331223772

ALOUSH LLC
2132 BUENA CREEK RD
VISTA CA 92084-7703

Last statement: February 28, 2022
This statement: March 31, 2022
Total days in statement period: 31

XXXXXX4186
(0)

Direct inquiries to:
877-476-2265

Torrey Pines Bank
9280 Clairemont Mesa Blvd
San Diego CA 92123

THANK YOU FOR BANKING WITH US!

Business Checking

Account number	XXXXXX4186	Beginning balance	$1,303,445.40
Low balance	$1,233,247.42	Total additions	.00
Average balance	$1,270,636.28	Total subtractions	70,207.98
Avg collected balance	$1,270,636	Ending balance	$1,233,237.42

CHECKS

Number	Date	Amount	Number	Date	Amount
1039	03-07	3,000.00	1047 *	03-29	34.29
1040	03-02	3,000.00	1048	03-21	2,068.31
1041	03-03	5,641.13	1049	03-23	3,338.49
1042	03-08	3,000.00	1050	03-22	5,515.68
1043	03-09	2,195.23	1051	03-29	4,000.00
1044	03-10	563.63	1053 *	03-31	10,000.00
1045	03-29	4,000.00			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
03-01	' ACH Debit AMEX EPAYMENT ACH PMT 220301 W5520	9,987.27
03-08	' ACH Debit CITI CARD ONLINE PAYMENT 220308	2,875.00
03-29	' ACH Debit AMEX EPAYMENT ACH PMT 220329 W9844	3,200.00

00001971-0007087-0001-0002-TIMR8007750331223772/00001971-0000070B9

Date	Description	Subtractions
03-29	' ACH Debit AMEX EPAYMENT ACH PMT 220329 W7306	7,778.95
03-31	' Service Charge PAPER STMT FEE	10.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
02-28	1,303,445.40	03-08	1,275,942.00	03-23	1,262,260.66
03-01	1,293,458.13	03-09	1,273,746.77	03-29	1,243,247.42
03-02	1,290,458.13	03-10	1,273,183.14	03-31	1,233,237.42
03-03	1,284,817.00	03-21	1,271,114.83		
03-07	1,281,817.00	03-22	1,265,599.15		

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

0000151971 0007099-0002-0002-TMFB0077503831225377210000191711-1000007001

Thank you for banking with Torrey Pines Bank

6. Business & Operations Plan

6.1 Products and Services to Be Provided

Based on the experience of the company's President and CEO, Saad S. Pattah, Catt Road, LLC will sell popular cannabis products that evolve with changes in the market. This includes variations of the following Adult Use Cannabis products:

1. **Prepacked Flower -** Raw Cannabis Flower will be sold in a mix of different strains depending on client demand. The company will offer a wide variety of strains to ensure Adult-use Customers have access to a complete strain assortment.
2. **Pre-Rolls -** Ready-made raw cannabis flower conveniently pre-rolled for easy inhalation.
3. **Vaporizing Cartridges -** Cannabis vaporization is growing in popularity among people interested in consuming cannabis in an easy, discreet manner that's healthier than traditional smoking methods. The company will take into consideration the current industry concerns regarding black market cartridges to ensure that any cartridges sold by the company have been appropriately tested and only contain ingredients authorized by the FDA for inhalation.
4. **Edibles -** A cannabis edible is a THC-infused product that can be consumed by the client. The company plans to offer several different edible product lines to cater to the various, nutritional, financial and taste needs of clients. Careful dosing is important. Catt Road will provide customers direction on micro-dosing to ensure products are carefully administered.
5. **Tincture -** A cannabis tincture is a cannabis-based extract that is infused with alcohol.
6. **Ingestion Paraphernalia -** In accordance with 188 WMC § 5.76.120(D), Catt Road, LLC will sell or otherwise provide equipment, supplies, and paraphernalia used to consume cannabis and cannabis products.
7. **Cannabis Concentrates -** Cannabis that has undergone a process to concentrate one or more active cannabinoids and includes resin from granular trichomes. This may include topicals, concentrates or tinctures.

In compliance with 188 WMC § 5.76.120(F), Catt Road, LLC will not sell any expired products, cannabis, or cannabis products. Catt Road, LLC will not, under any circumstance alter, edit, or adjust in any manner an expiration date on any item or product once affixed by its manufacturer.

6.2 Adherence to Wildomar Municipal Code

In accordance with 188 WMC § 5.76.110(H), Catt Road, LLC will not sell, provide, store, or distribute any alcoholic beverages or tobacco products, or allow such products to be consumed on the licensed premises.

In accordance with 188 WMC § 5.76.110(L), Catt Road, LLC will not permit a physician to evaluate potential medicinal cannabis patients or to provide a physician's recommendation for medicinal cannabis within its licensed premises. Catt Road will not offer or provide any form of remuneration to a physician who provides physician's recommendations for medicinal cannabis.

In accordance with 188 WMC § 5.76.110(T), Catt Road, LLC will only execute cannabis businesses transactions with businesses that are licensed or permitted to do business in their respective jurisdictions. To ensure this, Catt Road, LLC will collect and validate licensing through the State's License Search tool[1].

Additionally, as permissible by 188 WMC § 5.76.120(H)(8), Catt Road, LLC will sell and offer for sale seeds and immature cannabis plants but will not sell or offer for sale live mature cannabis plants. Catt Road, LLC will provide light and water to immature cannabis plants being offered for sale but will not engage in any other cultivation activity. For the purposes of this provision, an immature cannabis plant is defined as a non-flowering cannabis plant that is shorter and narrower than 18 inches.

Pursuant to 188 WMC § 5.76.120(G), Catt Road, LLC will comply with the provisions of all relevant state and local laws regarding the storage, handling, and sale of food when engaging in any activities involving edible products.

6.3 Delivery Plan

Catt Road, LLC plans to offer delivery services of cannabis products to individuals from the Catt Road facility. All sales will be conducted within the retail space of the proposed facility. The Catt Road will not deliver cannabis or cannabis products to any location outside of California or to any location within California where the delivery of cannabis or cannabis products has been prohibited by the city or county.

Delivery Service Procedures

Catt Road, LLC will limit the hours of operation for delivery activities to the hours of 9:00 a.m. through 9:00 p.m. seven days a week or a reduced duration as stipulated through the discretionary permit.

OnFleet – Delivery Dispatch
Catt Road, LLC will utilize the high-end Onfleet software for driver and delivery dispatch. This will track deliveries to customers real time for full transparency and security.

The Onfleet platform is considered the best in the industry for final mile delivery services. The company was founded by a team of engineers from Stanford University and funded by some of Silicon Valley's top investors. Onfleet provides dispatchers with visibility to all deliveries in transit by tracking the GPS thru the phone of each driver. Using Onfleet and COVA, our transportation capabilities will boast the following features:

1. Ability to create shipping manifests which will contain the following:
    a. A unique Purchase Order number to track system receipts;
    b. Name, license number, and premises address for:
        i. The licensee who possesses the cannabis goods;
        ii. The licensee transporting the cannabis goods;
        iii. The licensee receiving the cannabis goods;
    c. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
    d. Date and time of activity;

e. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
f. Estimated date and time of arrival at each receiving premises;
g. Driver license number for any person driving the transport vehicles;
h. Make, model, and license plate number of transport vehicles; and
i. Name and type of cannabis goods to be transported.

2. Ability to produce and store package and product tracking numbers.
    a. All cannabis products sold or transferred between cannabis facilities must have the tracking identification number that is assigned by the statewide monitoring system affixed, tagged, or labeled and recorded, and any other information required by the BCC, the act, and these rules.
3. Ability to digitally track and store information such as:
    a. Digital signature for delivery;
    b. Images of products picked-up and delivered; and
    c. Quantity and product type.
4. Ability to pull reports.
    a. Real-time inventory reports.
    b. Real-time location monitoring via GPS.
5. Digital route management.
    a. Creation of driver routes and sequence product delivery.
    b. Real-time driver notifications of any changes in a transportation route.
    c. Store route history.
    d. Store route notes.
    e. Log suspicious route activity.

Shipping Manifest

Catt Road, LLC will receive retail customer orders for delivery. These orders will be converted into outgoing shipments and assigned to drivers employed by the company. Pursuant to 16 CCR § 5049, all shipments of outgoing products will include a detailed shipping manifest. All transportation record keeping will be digitalized and be an output of the inventory tracking system with accurate inventory records. These will be notated as an outbound shipping manifest. Each shipping manifest will contain the following information:

1. Name, CUP number, and originating cannabis business address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods.
2. Name and address of the individual requesting delivery;
3. Date and time of activity;
4. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
5. Estimated date and time of arrival at each receiving premises;
6. Driver license number for any person driving the transport vehicle;
7. Make, model, and license plate number of transport vehicle;
8. Name and type of cannabis goods to be transported; and

The shipping manifest will be completed and transmitted into the track and trace system viewable by the BCC.

A physical copy of the shipping manifest will be carried in the transport vehicle at all times while transporting cannabis goods. The shipping manifest will be provided to law enforcement and Department of Consumer Affairs agents upon request.

Receipt of Inbound Shipments

Pursuant to 16 CCR § 5049(b)(6)(A), Catt Road, LLC will require that all **incoming retail products** have a detailed shipping manifest ready on arrival. All inbound shipments will have a detailed shipping manifest that can be used for receipt into the company's inventory tracking system, COVA.

It is expected that the licensed Transport Agent will carry a detail transportation manifest containing:

1. A unique Purchase Order number to track system receipts;
2. Name, license number, and premises address for:
    a. The licensee who possesses the cannabis goods;
    b. The licensee transporting the cannabis goods; and
    c. The licensee receiving the cannabis goods;
3. Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods;
4. Date and time of activity;
5. Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle;
6. Estimated date and time of arrival at each receiving premises;
7. Driver license number for any person driving the transport vehicle;
8. Make, model, and license plate number of transport vehicle; and
9. Name and type of cannabis goods to be transported.

Upon receipt of cannabis goods for transport, storage, or inventory, the company employee shall ensure that the cannabis goods received are as described in the shipping manifest and shall record acceptance and acknowledgment of the cannabis goods in the track and trace system.

If there are any discrepancies between the type or quantity specified in the shipping manifest, whether by type or quantity received by the licensee, the licensee shall record, and document the discrepancy in the track and trace system and in any relevant business record.

The shipping manifest will be completed by the distributor and transmitted in the track and trace system to the Bureau and receiving licensee.

Delivery Rules

Catt Road, LLC will adhere to the following rules regarding the vehicle used for delivery as aligned with both local and state laws regarding cannabis operations:

- Delivery employees who are carrying cannabis goods for delivery, will only travel in an enclosed motor vehicle where goods are locked in the trunk of the vehicle.
- While carrying cannabis goods for delivery, delivery employees shall ensure the cannabis goods are not visible to the public.
- Delivery employees will not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system.
- Pursuant to 16 CCR § 5417(d), a vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated GPS device. A dedicated GPS device must be owned by the licensee and used for delivery only.

- The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery.
- Using Onfleet technology, Catt Road, LLC will be able to identify the geographic location of all delivery vehicles that are making deliveries for the retailer and shall provide that information to the BCC upon request.
- Prior to commencing delivery operations, and prior to the use of any new car in delivery operations, Catt Road, LLC will provide the County and State regulating agencies with the following information for all vehicles that will be used to deliver cannabis or cannabis products: proof of ownership or a valid lease; the year, make model, color, license plate number, and Vehicle Identification Number and proof of insurance. The permittee shall notify the County in writing of any changes to this information within 30 calendar days of a change.
- Any motor vehicle used by a retailer to deliver cannabis goods is subject to inspection by the BCC. Vehicles used to deliver cannabis goods may be stopped and inspected by the BCC at any licensed premises or during delivery.
- Pursuant to 16 CCR § 5418(a), while making deliveries, delivery employees will not carry cannabis goods valued in excess of $5,000 at any time. This value will be determined using the current retail price of all cannabis goods carried by the delivery employees.
- Employees shall not consume cannabis goods while delivering cannabis goods to customers.

Delivery to a Physical Address

Pursuant to 16 CCR § 5416, Catt Road, LLC will only deliver cannabis goods to a physical address in California. Delivery to parks, schools or any other public facilities will be prohibited.

1. Employees will not leave the State of California while possessing cannabis goods.
2. Catt Road, LLC will not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. This prohibition applies to land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with applicable tribal law.
3. Delivery personnel will follow the same protocol and policies of the retail facility in the verification of the recipient's age and necessary documentation for the receipt of cannabis or cannabis products.
    a. All delivery personnel will verify the age and all necessary documentation of each individual to ensure customers are not under the age of twenty-one (21) years. Acceptable forms of documentation will be:
        i. A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
        ii. A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
        iii. A valid passport issued by the United States or by a foreign government.

    b. Those unable to produce acceptable forms of identification verifying they are of age top purchase will not be provided with cannabis products.

Delivery Payment Handling

Whenever possible, Catt Road, LLC will accept credit card payments through the company's website for cannabis deliveries. Credit card processing in the current landscape is always evolving and not always readily available. When Catt Road, LLC is required to accept cash from customers, the cash will be stored in small quantities inside the vehicle.

Catt Road, LLC will outfit all delivery vehicles with a secured storage container affixed in the passenger side of the vehicle on the floorboard, out of the public view. The storage container will contain a cash box inside the container affixed to the floorboard.

Upon receiving cash payments from a customer, the driver will use a digital code to open the storage container. Cash will be put inside of the cash box then the storage container will be returned to the locked position.

Upon arriving back to the retail facility, the driver will notify on-site security will be notified. The guard will watch the vehicle for suspicious activity. At that point in time, the storage container will be opened by the driver. The driver will remove the cash box from the storage container and carry it inside. Once it is inside the facility, it will go to the manager's office for reconciliation. After the cash has been counted, it will be moved to the vault for storage.

Number of Vehicles

At the onset of operations, Catt Road, LLC is budgeting for the purchase of 1 Tesla Model 3 vehicle to support its operation. As operations scale, additional vehicles will be purchased. As part of the company's due diligence, Catt Road, LLC is including the purchase of these vehicles in the start-up expenses identified in the Financial section of this plan.

Vehicle Records

Catt Road, LLC will maintain a database of all operational vehicles being used for the delivery of cannabis products. Within this database, Catt Road, LLC will create a file for each vehicle. This file will contain the following:

1. Copy of the Vehicle Inspection Report – signed and dated by the inspector;
2. Copy of the Vehicle Registration;
3. Photo image of the license plate;
4. Photo image of the vehicle;
5. Vehicle Make, Model, Year;
6. Copy of the Certificate of Insurance; and
7. Vehicle Maintenance Log

Vehicle Inspection Policy

In order to ensure that all vehicles remain in working order, Catt Road, LLC has created a Vehicle Inspection Checklist. All vehicles will be inspected when they are placed in service then the vehicle will undergo monthly inspections. The vehicle will be inspected by the Operations Manager or designee. Inspection reports will be scanned and saved into the vehicle's corresponding cloud file. Catt Road, LLC will use a professional mechanic for an Annual Certified Safety Inspection for each vehicle.

Preventative Maintenance

Catt Road, LLC will maintain a log for each vehicle that records preventative maintenance for each vehicle. This will include tracking of vehicle mileage and the following items.

- Oil Change / Filter / Lube;
- Standard PM Inspection;
- Tire Rotation;
- Diagnostic & Tune-Up;
- Service Brakes;
- Replace Belts;

- Tire Replacement;
- Battery Replacement; and
- Annual Certified Safety Inspection.

6.4 Size of Proposed Facility

Catt Road, LLC is proposing to construct a new retail building, totaling approximately 6,076 square feet, at 23825 Catt Road in Wildomar, CA. One unit, totaling 3,936 square feet, will be used for the proposed cannabis retail business. Other unit totaling 2,140 square feet, Will be used for either office lease space or retail space (coffee shop, Mexican food, etc.) which is to be determined, depending on tenant selection.

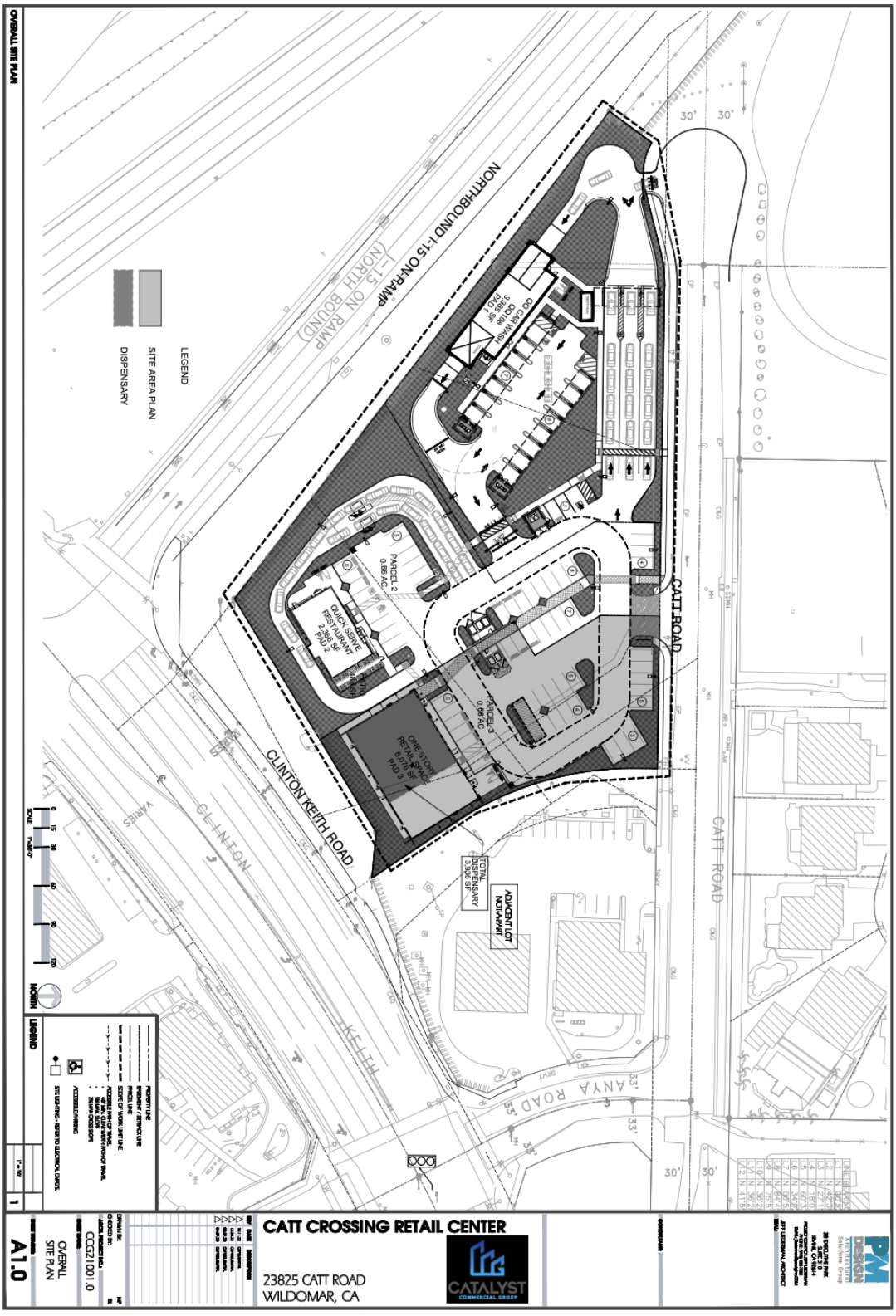
Catt Road, LLC will construct a new retail facility on the property to meet the operational business, legal, and safety requirements. For the purposes of continuity, the Site Plans, Floor Plans, Colored Interior Elevations, Security Overlay, and Fire Protection Plan with Ingress and Egress movements can be found in the CUP Architectural Package. This is being provided as a separate attachment.

In compliance with 188 WMC § 5.76.110(A & C), Catt Road, LLC aims to create and operate a facility that not only is in full compliance with state and local laws and regulations that govern cannabis businesses, but one that also fully complies with all applicable rules, regulations, and laws including, but not limited to, building and safety codes, and the Americans with Disabilities act.

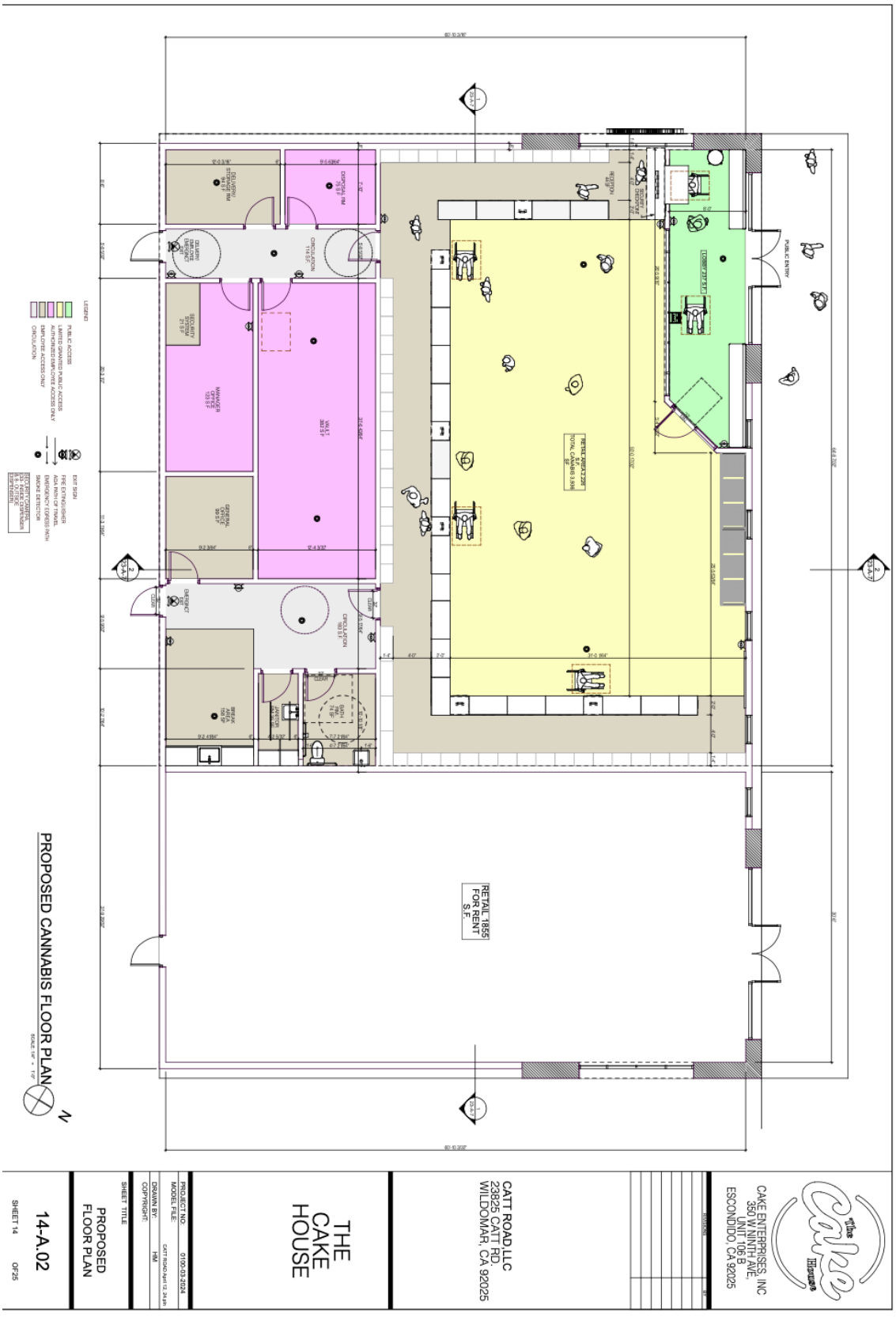
Further, Catt Road, LLC understands that subletting is strictly prohibited and asserts that in accordance with 188 WMC § 5.76.110(R), no portion of the premises will be sublet for any purpose.

Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

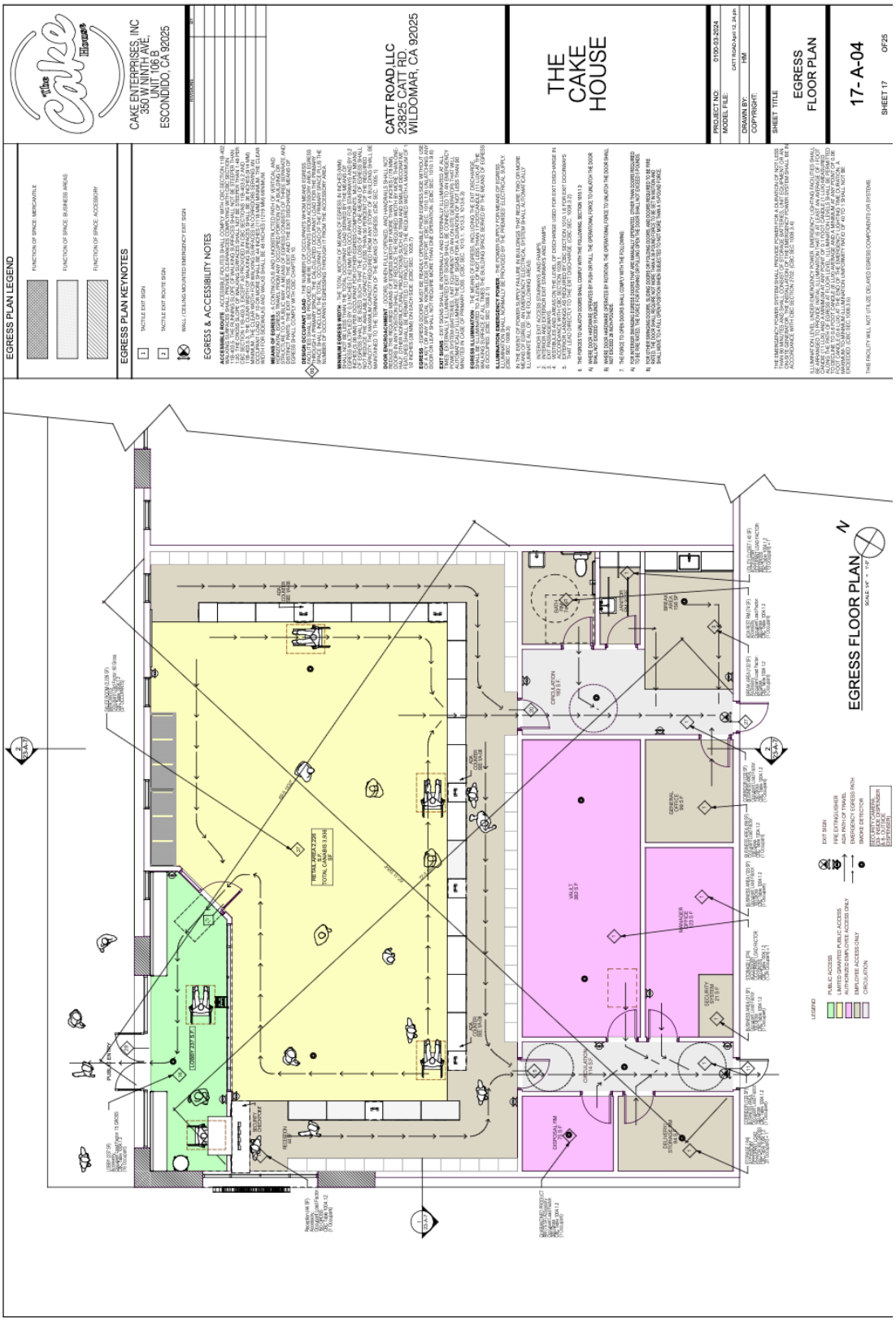
6.4.1 Site Plan



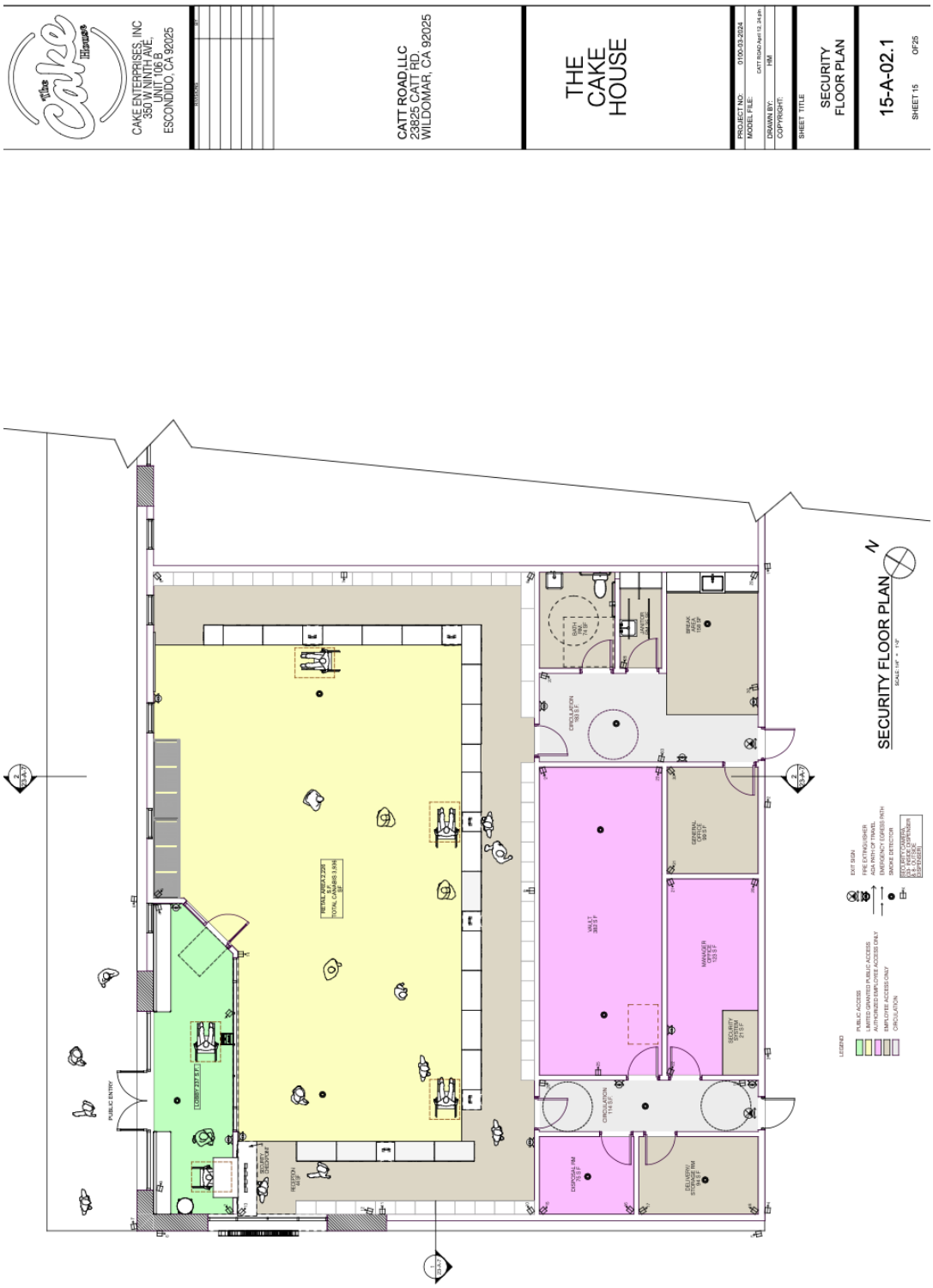
6.4.2 Floor Plan



6.4.3 Egress Plan



6.4.4 Security Floor Plan



6.5 Hours of Operation

In compliance with 188 WMC § 5.76.120(A), Catt Road, LLC will only be open to the public and engage in sales between the hours of 9:00 am and 9:00 pm seven (7) days a week

6.6 Number of Employees

Catt Road, LLC understands that the organizational structure is important in creating standard practices and operating procedures throughout its facilities. The organizational structure allows Catt Road, LLC to clearly define the role and responsibilities for each of its team members and staff to drive accountability and empowerment for each and every staff member. Below is an overview of the intended organizational structure, highlights of each role and its assigned responsibilities. In accordance with 188 WMC § 5.76.110(D), Catt Road, LLC will not allow an individual less than twenty-one years of age to work within the licensed premises or handle cannabis and/or cannabis products.

Upon the start of operations, Catt Road, LLC intends to hire 20 people consisting of:

Position/Title	Employee Count	Minimum Wage to be Earned
Retail Store Manager	1	$28.00
Shift Leader	3	$25.00
Retail Sales Associate	10	$18.00
Inventory Control Specialist	3	$18.00

6.6.1 Retail Store Manager

The Retail Store Manager will manage Catt Road, LLC retail store. As such, the Retail Store Manager will have a variety of responsibilities. To illustrate, the Retail Store Manager is responsible for hiring potential employees, collecting, and returning agent identification cards, and ensuring all agents complete all Program Training within 90 days of employment. Additionally, the Retail Store Manager will train all agents on inventory, sales, security, sales, and operation procedures. Each day, the Retail Store Manager will open and close the retail store, conduct beginning of day inventory audit, oversee sales and operations, and conduct end of day inventory audit. In addition, the Retail Store Manager is responsible for maintaining facility records, inspecting and accepting deliveries, disposing of cannabis waste, reconcile inventory discrepancies as needed, review surveillance equipment and footage, and well as maintain contain contact with the Department and the State/Local Police in the event of an emergency.

6.6.2 Shift Leader

The Shift Leader will work directly under the Retail Store Manager. The Shift Leader will assist the Retail Store Manager of the management of retail operations by overseeing and facilitating sales, supporting retail sales associates as needed, retrieving cannabis and cannabis products from restricted access areas, and ensuring that the appropriate number of customers have access to the retail area. In addition to overseeing sales, the Shift Leader will create employee retail sales associate work schedules and maintain the interior cleanliness of Catt Road, LLC's retail facility during business hours.

6.6.2 Retail Sales Associate

Each Retail Sales Associate will facilitate sales within Catt Road, LLC's store. During each sale, each Retail Sales Associate will engage and develop a relationship with the customer. Each Retail Sales Associate will get to know each customer to make adequate cannabis and cannabis product recommendations. During each sale, each Retail Sales Associate will educate each customer about the product the customer intends to purchase or the product the customer does in fact purchase. Subsequently, the Retail Sales Associate will create an inventory record for each sale conducted in Catt Road, LLC's store.

6.6.3 Inventory Control Specialist

The Inventory Control Specialist will review and monitor inventory levels. Each day, the Inventory Control Specialist will conduct beginning of day and end of day inventory data entries. The Inventory Control Specialist will use the data collected each day to monitor inventory levels for each cannabis and cannabis product in the store. The Inventory Control Specialist will purchase inventories of cannabis and cannabis products, with the approval of the Retail Store Manager, when inventory becomes too low. In addition to monitoring inventory day-to-day, the Inventory Control Specialist will research cannabis and cannabis product trends and will make purchasing adjustments, again, with the approval of the Retail Store Manager, to ensure Catt Road, LLC carries the highest demanded products. Furthermore, the Inventory Control Specialist will develop and maintain relationships with cultivation, craft grow, and infuser organizations.

6.7 Day to Day Operations

As mentioned above, the owners of Catt Road, LLC have extensive experience in operating legal cannabis businesses. This experience has provided the team well in crafting standard operating procedures that bring both industry best practices as well as facility compliancy with local and state rules and regulations. Catt Road, LLC intends to operate an Adult Use only retail dispensary. Below the team has included details on its day-to-day operational procedures.

6.7.1 Opening Procedures Checklist

The Inventory Control Agent and Shift Manager will execute the below Store Opening Checklist to ensure that all morning activities are complete. A record of this will be kept on file. Once employees have completed the store opening checklist and properly filed the form, they will open the lobby area to allow customers in for normal business.

Date	
Employee Initials	Task
	Disable Security Alarm System
	Inspect all areas of the retail facility to ensure nightly cleaning procedures were completed. Areas include bathrooms, storage areas, floors, and break rooms
	Turn on all lights, AV equipment and TV's
	Enable the proper video material on visitor monitors to begin their presentation cycle
	Inspect the store. Ensure everything is where it needs to be, all equipment is properly functioning and there is no evidence of damage, theft, or vandalism.
	Verify all closing procedures were completed
	Move anticipated needed inventory to daytime storage area
	Charge the Point of Sale stations
	Perform daily maintenance
	Print inventory Reconciliation Reports
	Conduct the Beginning of Day Inventory Manager to validate (Both Initial)
Employee Signature	_____

6.7.2 Customer Check-In Procedures

Age Verification

Pursuant to 188 WMC § 5.76.120(C), Current Cannabis will not allow any individual less than twenty-one years of age into the facility. Entrances into the facility will be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system will be utilized to limit access and entry to the retail area to separate it from the reception/lobby area.

Before a customer is introduced to Catt Road, LLC products, they must have their identification verified. A Catt Road, LLC customer will have their identification scanned multiple times prior to making a purchase. A Catt Road, LLC employee will scan each customer's identification using an ID scanner linked to the COVA – POS system. In using an automated system, Catt Road, LLC reduces human error to prevent underage sales. The system will capture date and time stamps for each customer entry. Pursuant to 16 CCR § 5402(a) only individuals at least 21 years of will be granted access to the retail area.

An employee of Catt Road, LLC will verify the age and all necessary documentation of each individual to ensure customers are not under the age of twenty-one (21) years. Customers will be asked to produce one of the following forms of acceptable identification pursuant to 16 CCR § 5402(b):

- A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
- A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
- A valid passport issued by the United States or by a foreign government.
  Once a customer has been verified with the acceptable form of identification, they will be granted access to the sales floor and begin the product discovery and sales process.

Customer Experience Strategy

Beyond providing high quality products that are meaningful to a customer, Catt Road, LLC understands that providing a positive experience is the next most important thing to driving customer loyalty. The experiences a customer have when interacting with your business throughout the customer journey can impact the overall feeling a customer gets when they think about your company. Delivering a great product is only a portion of the overall customer journey.

For this reason, Catt Road, LLC has pooled together of course their previous experience and done some research to craft a customer experience strategy that would promote customer loyalty.

According to the Customer Experience Trends Report published by Acquia, 80% of customers say that they would be loyal to a brand that provided a more personalized experience.

With that information, Catt Road, LLC has built a customer experience strategy will employ traditional best practices of professional customer service with a primary focus on personalization.

To accomplish this, Catt Road, LLC will train employees to do things like, refer to repeat customers by their first name, create rapport with new clients, learning as much as they can about them, what they are looking for, their desired products and or effects they are looking to get from their products.

Catt Road, LLC will use, with the customers permission, the COVA inventory management system to create customer profiles and retain their purchase history. This information will be used for the sole purpose of better understanding customers and further personalizing future visits.

Further efforts will be made by Retail Sales Associated to gain feedback from customers on various products and their experiences. This feedback will be reviewed in team meetings and Catt Road, LLC will work to address any customer concerns.

Beyond this personalization effort, Catt Road, LLC believes there is a uniqueness within the cannabis industry relating to customer experience for customers new to cannabis. While these customers are still looking for a personalized experience, there is a huge educational component to delivering a quality experience for a newcomer. New customers typically want to know everything about cannabis, from the various products and their effects to the laws and regulations that surround the industry. For that reason, Catt Road, LLC has also created training regarding the educational aspect of the customer experience.

Customer Education

Customers are key to any business. Without customers, businesses cannot survive. In the cannabis industry ensuring that customers understand products, the various methods of consumption, potency and the potential effects is particularly important not only for sales but for safety. At Catt Road, LLC's facility, customer education will begin as soon as a customer encounters their first sales associate. Catt Road, LLC will develop a proprietary Employee Product Education Program that will give the employees the tools to speak to customers about cannabis strains, consumption methods, warnings, micro dosing, and health benefits.

Throughout the shop, retail sales associates will be present to answer questions and to educate customers on the individual benefits of the cannabis psychoactive and non-psychoactive products, how to interpret percentages of THC/CBD, and the different methods of consumption. The staff will undergo training from Cannabis Training University in order to communicate with customers the effective way of how to properly dose oneself from any method chosen.

Strains and Consumption Methods

Throughout the shop, an associate will be present to answer questions and to educate customers on the benefits of cannabis psychoactive and non-psychoactive products, the percentages of THC/CBD. This will extend to explaining the different strains available as well as the difference between the two major strains: Sativa and Indica.

Associates will also explain the different products and consumption methods which include: Smoking cannabis flower

- Vaporizing
- Ingesting edibles
- Topicals

The associate's explanation and assistance will help the customers determine which consumption method is best suited for their specific needs.

Customer Warning and Risks

Customers will also receive information on risks that can be associated with cannabis use. Additionally, the customer will be educated on the importance of keeping the cannabis and cannabis products out the reach of children.

Purchase Limits

Pursuant to 16 CCR § 5409(c), an associate will be responsible for ensuring that the customer does not exceed the daily purchase limits which are as follows:

- 28.5 grams of non-concentrated cannabis.
- 8 grams of concentrated cannabis as defined in Business and Professions Code section 26001, including concentrated cannabis contained in cannabis products.
- 6 immature cannabis plants.

The staff will undergo training from a cannabis education program through a company like Cannabis Training University in order to communicate with customers on effective ways on proper dosing methods.

6.7.3 Customer Product Handling Procedures

Pursuant to 188 WMC § 5.76.110(F) and 16 CCR § 5033, all inventory stored on the licensed premises shall be secured in limited access areas. Catt Road, LLC product storage plan is designed to meet and exceed these requirements and will consist of physical barriers to prevent theft and diversion, operational barriers that limits the minimum number of authorized individuals to gain access to any cannabis products, and environmental controls that prevent the deterioration of cannabis products.

Customer Interaction

Upon verification of the customers age and the customer entering the sales floor area, the customer will have access to view products that are locked in display cases. Customers will be greeted by a Retail Sales Associate who will ask the customer if they have any questions about the various products. All associates will be identified with their company issued uniformed, a branded polo shirt.

If the customer replies yes, the Retail Sales Associate will use his/her training to answer questions and educate the customer on the different product types, consumption methods, and strains. Customer will not be able to handle product in the discovery phase. Sample products will he handled by Retail Sales Associates only and cannabis products within the store will never be opened.

One a customer has decided on their purchase, the requested products will be “checked-into” staging areas by systemic notations in the Inventory Management System by the Retail Sales Associate. It is the commitment of Catt Road, LLC to maintain accurate Inventory Management records, therefore at any given moment in time, Catt Road, LLC will be able to provide a “real-time” report of the cannabis quantities in storage which can be provided to the Department upon request.

The Retail Sales Associate will retrieve desired products from the staging area (daytime storage area) and scan the products at the point of sale station under the surveillance. Employees who handle cannabis product in order to transfer that product to customers will be required to check in and take responsibility for the product they are handling systematically within in the Inventory Management System. Managers will monitor and approve the access that employees have to areas where cannabis is stored.

As the Retail Sales Associate scans each product being purchased, products will be placed in a bag. Upon completion of the transaction, the drawstring bag will be pulled tight and tied and handed to the customer. The customer will be escorted out of the sales area by the Retail Sales Associate and will pleasantly conclude the customer’s shopping experience.

Precautionary Actions

To further ensure customers do not have access to cannabis products, Catt Road, LLC will implement the use of physical barriers (walls and doors), electronic measures and employee procedures in order to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business.

All points of access to the business will be controlled with electronic access controls, keypads, key cards, and remote electronic lock (buzz- in) features. Individuals who are not engaging in an activity related to

the permitted operations of the commercial cannabis business will not be allowed to remain on the premises.

For ease to the Retail Associates and Security Staff, Catt Road, LLC will require each member of the team wear a company issued uniform. The uniforms will aid staff in visually differentiating between customers and staff members and help them identify quickly if customers are close to a restricted area for any reason. The uniforms will further aid law enforcement or management who may need to review video surveillance in quickly identifying staff members in their observations. Company uniforms will include the company logo and each team member will be provided attire prior to the start of work duties.

6.7.4 Receiving Incoming Inventory

Catt Road, LLC's product receiving process will follow strict policies and procedures in order to ensure full compliance with all track and trace regulations and to ensure the security of the assets and the safety of all personnel. Catt Road, LLC's suppliers will transport and transfer products to the facility as allowed by the City of Wildomar and the State of California. Shipments will be conducted through the use of a licensed, insured and state authorized transport company.

Product receiving will occur on a regular basis in order to ensure that a sufficient supply of product is on hand for sale and in smaller amounts to reduce risk during transfer. The movement of large amounts of high value product at one time can create an excessive risk of loss during transfer.

Shipments are scheduled at random times and hours in order to avoid predictability that can elevate the risk of theft. Product transport/transfer will be completed during the times of 6:00 am to 6:00 pm, or during daylight hours, to ensure maximum visibility and threat detection. When shipments are scheduled, this information will only be provided to individuals who occupy a "need to know" position in order to avoid risk of theft.

Transport vehicles will notify Catt Road, LLC security personnel 5-10 minutes in advance of their arrival. Catt Road, LLC security personnel will visually verify that there are no imminent threats and notify transport personnel it is safe to approach the shipping/receiving door of the business. Transport vehicles will park in a designated area that is within view of Catt Road, LLC's security cameras. Security personnel will then approach the transport vehicle in order to escort the movement of product into the interior of the building. Product will be immediately placed into the secure vault and the vault will be locked. The transport vehicle will not be left unlocked or unattended during the transfer in order to avoid theft at these times.

At the time of the shipment:

- Catt Road, LLC security personnel will inspect the credentials of the transport personnel prior to allowing entry into the building. Transportation team members and vehicle will be logged by Catt Road, LLC security personnel upon each arrival.
- Security personnel or manager will verify that the shipment paperwork, amounts, and manifest are in order prior to allowing transporters to leave the site.

In compliance with 5.76.170(A-D), Catt Road, LLCwill ensure all packaging and labeling of cannabis and cannabis products received from licensed cannabis businesses, meet the requirements of 188 WMC § 12 of MAUCRSA and any implementing regulations. Any products that do not meet the following requirements will be refused and returned to the originating vendor:

- Tamper-Evident, Child-Resistant Packaging Required. Prior to delivery or sale at a retailer to a purchaser, cannabis and cannabis products shall be labeled and placed in a resealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.
- Cannot Be Attractive to Children. Cannabis packaging and labeling shall not be designed to appeal to children, including, but not limited to, cartoon characters or similar images.
- State-Mandated Warnings and Information. All cannabis and cannabis product labels and inserts shall include the state-mandated warnings and information contained in Business and Professions Code Section 26120(c).

6.7.5 Closing Procedures Checklist

The Inventory Control Agent and Shift Manager will execute the below Store Closing Checklist to ensure that all closing activities are complete. A record of this will be kept on file.

Date	
Employee Initials	Task
	Announce the store is closing (15 minutes prior to actual close time) Repeat the announcement every 5 minutes until the last customer is gone
	Walk the entire facility to ensure the facility is empty
	Secure all entry points of the facility
	Print inventory reconciliation reports
	Conduct End of Day Inventory Reconciliation Manager to validate (Both Initial)
	Return day-time inventory to night storage area
	Empty cash drawer and record the amount in the ledger. Manager to validate (Both Initial)
	Perform nightly cleaning procedures
	Restock printed marketing or educational material
	Turn off all AV systems, TV's, and lights. Secure all doors for each room
	Escort all employees out of the building
	Arm the Security Alarm System
	Exit Building ensuring the exit door is properly secured
Employee Signature _____	

6.8 Compliance with Local Ordinance and State Laws

Lance Rogers will serve as General Counsel for Catt Road, LLC. He is the Principal / Attorney at Law Offices of Lance Rogers in San Diego, California. As a part of his regulatory compliance practice, he currently represents many of the leading cannabis and hemp companies in California, including retailers, manufacturers, and agriculture ventures. As a litigator, he has handled a wide array of matters related to cannabis including criminal defense, regulatory violations, land use/zoning, complex business litigation and partnership, and dispute matters. With the experience of expertise of Lance, Catt Road, LLC is confident that they can maintain compliance with all local and state ordinances.

In compliance with 188 WMC § 5.76.200(B), the local licensing authority will be welcome to enter the facility from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with all local ordinances. Such inspections will allow the local licensing authority to observe the premises for purposes of determining whether Catt Road, LLC's facility is being operated or maintained in compliance with local code, state law, and other applicable laws and regulations. Catt Road, LLC will comply with any request made for demonstrating that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or state law or regulation.

Further, Catt Road, LLC understands that in accordance with 188 WMC § 5.76.200(C-D), the local licensing authority or delegate will have the right to inspect records of medicinal cannabis patients and primary caregivers that have made purchases of medicinal cannabis or medicinal cannabis products from a retailer for the sole purpose of determining whether any and all such individuals are qualified to make such purchases.

6.9 How Cannabis Will Be Tracked and Monitored to Prevent Diversion

In Compliance with 188 WMC § 5.76.120(E) and with 16 CCR § 5049(a), Catt Road, LLC will utilize an electronic point of sale system. The electronic point of sale system will be capable of producing an electronic or automatic paper record for all transactions associated with any product sold, rented, or otherwise provided to the customer.

Catt Road, LLC will use the COVA Cannabis Dispensary POS system to record and report on all aspects of cannabis tracking, inventory data, and gross sales. This will serve as a legally compliant seed to sale Point of Sale system. COVA is an authoritative leader in seed to sale best practices cannabis compliant point of sale systems, Cova's systems integrates into the states regulatory reporting and tracking system METRC. Cova is embraced here in California by other licensed cannabis seed to sale compliant retailers and in other jurisdictions such as Oklahoma and Canada.

COVA will prevent staff from breaking the rules or making operational missteps that violate local and state regulations. COVA includes an Age Verification Scanner in order to prevent underage sales and to verify information with ID barcode scanners. COVA also includes will have Purchase Limits Alerting where it automatically calculated product equivalencies to violate state regulations. If it is violated, it will alert the staff if limits have been exceeded. Finally, the COVA software makes it impossible to serve patrons after the allowed Hours of Operation. This will ensure that Catt Road, LLC complies to the authorized hours of operation.

COVA also is an inventory tracking system. The system will track and report all aspects of Catt Road, LLC's cannabis business including, but not limited to, such matters as inventory data, gross sales (by weight and by sale), and other information which may be deemed necessary by the City. Catt Road, LLC business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system will have the capability to produce historical transactional data for review.

In accordance with 188 WMC § 5.76.110(N), Catt Road, LLC will all scales and weighing mechanisms used to weigh non-waste products will be able to weigh to within 1/100th of a gram, will be maintained in good working order and available for annual inspection by either a Riverside County agricultural commissioner's office weights and measures official or a licensed scale company.

6.9.1 POS Equipment

Catt Road, LLC will be purchasing the below equipment to support retail operations:

6.9.2 Track-and-Trace

Standard operating procedures include detailed California Cannabis Track-and- Trace (CCTT) procedures as outlined by the State.

6.9.3 Track-and -Trace Account Manager

Pursuant to 16 CCR § 5048, Catt Road, LLC will designate one individual to own the management of the track and trace system. This individual may authorize other owners or employees as track and trace system users and shall ensure that all users are trained on the track and trace system prior to use. The Track and Trace Account Manager will adhere to the following rules:

1. The account manager shall attend and successfully complete all required track and trace system training, including any orientation and continuing education.
2. If the account manager did not complete the required track and trace system training prior to receiving their annual license, the account manager shall sign up for and complete state mandated training, as prescribed by the Bureau, within 10 business days of license issuance.
3. The account manager and each user shall be assigned a unique log-on, consisting of a username and password. The account manager or each user accessing the track and trace system shall only do so under his or her assigned log-on and shall not use or access a log-on of any other

individual. No account manager or user shall share or transfer his or her log-on, username, or password, to be used by any other individual for any reason.

4. The account manager shall maintain a complete, accurate, and up-to-date list of all track and trace system users, consisting of their full names and usernames.
5. A licensee shall monitor all compliance notifications from the track and trace system, and timely resolve the issues detailed in the compliance notification.
6. The track and trace account manager will be responsible for training Shift managers, Retail Sales Associates, and Inventory Control Agents.

6.9.4 Mandated Bi-Weekly Inventories

Pursuant to 16 CCR § 5051(a), at intervals not exceeding 14 days, the Inventory Control Agent will conduct and document an audit of the inventory that is accounted for according to generally accepted accounting principles. Any unexplained shrinkage will be documented and trigger a review of electronic security and surveillance data.

When Catt Road, LLCC determines where the shrinkage occurred, appropriate corrective measures will be implemented. Law enforcement authorities will be notified immediately if the Inventory Control Agent ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity.

6.9.5 Opening and Closing Inventories

Employees will regularly conduct an inventory of all products.

1. A comprehensive inventory of all cannabis will be done twice daily:

   a. Before the retailer opens; and
   b. After close of daily operations.

2. All cannabis and items containing cannabis are counted, weighed, or both.
3. Inventory results will be submitted to the Inventory Control Agent for reconciliation with the inventory data generated the previous evening or in the operations of the day after being closed out.
4. Discrepancies will trigger an inventory audit by the Inventory Control Agent and, if confirmed, a review of electronic security and surveillance data.
5. Law enforcement authorities will be notified immediately if the Inventory Control Agent ascertains that there has indeed been loss, theft, improper diversion, or any other criminal activity.

6.9.6 Notification of Theft, Loss, and Criminal Activity

Pursuant to 16 CCR § 5051(b), a licensee shall notify the Bureau and local law enforcement within 24 hours of discovery of any of the following situations:

1. The licensee discovers a significant inventory discrepancy.

a. A significant discrepancy in inventory means a difference in actual inventory compared to records pertaining to inventory of at least $5,000 or 2 percent of the average monthly sales of the licensee, whichever is less.

2. The licensee discovers theft, loss, or any other criminal activity pertaining to the operations of the licensee.
3. The licensee discovers theft, loss, or any other criminal activity by an agent or employee of the licensee pertaining to the operations of the licensee.
4. The licensee discovers loss or unauthorized alteration of records related to cannabis goods, clients, or the licensee's employees or agents.
5. The licensee discovers any other breach of security.

In the case that one of the activities above is discovered by the licensee, the licensee will follow the below procedure.

1. Notify local law enforcement.
2. Record the date and time of the loss.
3. Record a description of the incident and where applicable the items that were taken or lost.

In accordance with 188 WMC § 5.76.110(S), Catt Road, LLCwill keep and maintain all records specified in 188 WMC § 16 of the MAUCRSA and will make the same available for inspection and examination of the local licensing authority or its duly authorized representatives during standard business hours of the licensed facility or at any other reasonable time. As specified by 16 CCR § 5037(a), Catt Road, LLCwill exercise due diligence in preserving and maintaining all following records related to its commercial cannabis activity for at least seven years:

- Financial records including, but not limited to, bank statements, sales invoices, receipts, tax records, and all records required by the California Department of Tax and Fee Administration (formerly Board of Equalization) under title 18, California Code of Regulations, sections 1698 and 4901.
- Personnel records, including each employee's full name, social security or individual tax payer identification number, date employment begins, and date of termination of employment if applicable. (Training records including, but not limited to, the content of the training provided and the names of the employees that received the training.
- Contracts with other licensees regarding commercial cannabis activity.
  Permits, licenses, and other local authorizations to conduct the licensee's commercial cannabis activity. Security records, except for surveillance recordings required pursuant to section 5044 of this division.
- Records relating to the composting or destruction of cannabis goods.
- Documentation for data or information entered into the track and trace system.
- All other documents prepared or executed by an owner or his employees or assignees in connection with the licensed commercial cannabis business.

6.10 Operations Schedule

As Catt Road, LLC has already done much of the planning for this project, inclusive of securing property and engaging local contractors, identifying vendors for desired equipment, and understanding requirements, there is no doubt for this team that they can quickly turn their plan to reality. Catt Road, LLC will pool their combined knowledge and business experience to turn their plan into action so that upon being granted a license, they can quickly execute on the goals of the proposed project. Catt Road, LLC has crafted an estimated timeline to illustrate their expected timeline for establishing their operation.

Time	Planned Activity
Pre-Licensure	• Local License and CUP & Development Agreement Application • Begin State Application Process • Develop site and facility specific engineered design and floor plans • Develop a comprehensive general contractor scope of work with a preliminary contract to begin work • Continue to work on brands and brand message • Obtain relevant domain names and begin website development • Socialize the engineered floor plans with city officials, including the police chief and fire chief, to gain early local approval on the facility design
Month 1	• License Awarded • Engage the contractor with the appropriate financial deposits • Provide the Department with any and all paperwork required to begin the State Approval process • Begin facility construction
Month 2	• Initial construction continues • Finalize specific equipment required to outfit the facility, including but not limited lighting, display cases, secure storage vaults, video surveillance, burglary and alarm systems, access control systems, etc.
Month 3	• Prepare vendor purchase orders (Currnt Cannabis will prepare the purchase orders so that when a license is awarded, the orders can be filled quickly. It is the hope that this was save weeks, if not months in the planning process) • Construction continues, walls, insulation and exterior finishes conclude inclusive of window and door installation • Electrical and plumbing rough in begins

Month 4	• Install HVAC
	• Inspection point on electrical and plumbing systems
	• Begin establishing interior walls, drywall installation
	• Begin company system set up including accounting
	  ○ COVA for inventory control and Syntopa for Plant Monitoring
	  ○ Adaptive HR for human resource management
	  ○ Set-up appropriate employee benefits including a Healthcare and Retirement
	• Hold a recruiting event to begin fielding local talent to fill roles in administration, cultivation assistants, book-keeping, etc.

Month 5	• Install Security System, Access Control, Burglary, and Alarm Systems • Begin employee onboarding and training • Employees begin working full-time to prepare the facility • Director of Operations prepares the initial set of standard operating procedures for training
Month 6	• Conduct complete facility sanitation • Receive delivery of starting inventory • Grand Opening

While this timeline may seem aggressive, as noted above, Catt Road, LLC has already received quotes and has full plans for site development. Catt Road, LLC, as well as the contractor who has proposed the design is confident that the facility can be up, and operational based on the above timeline.

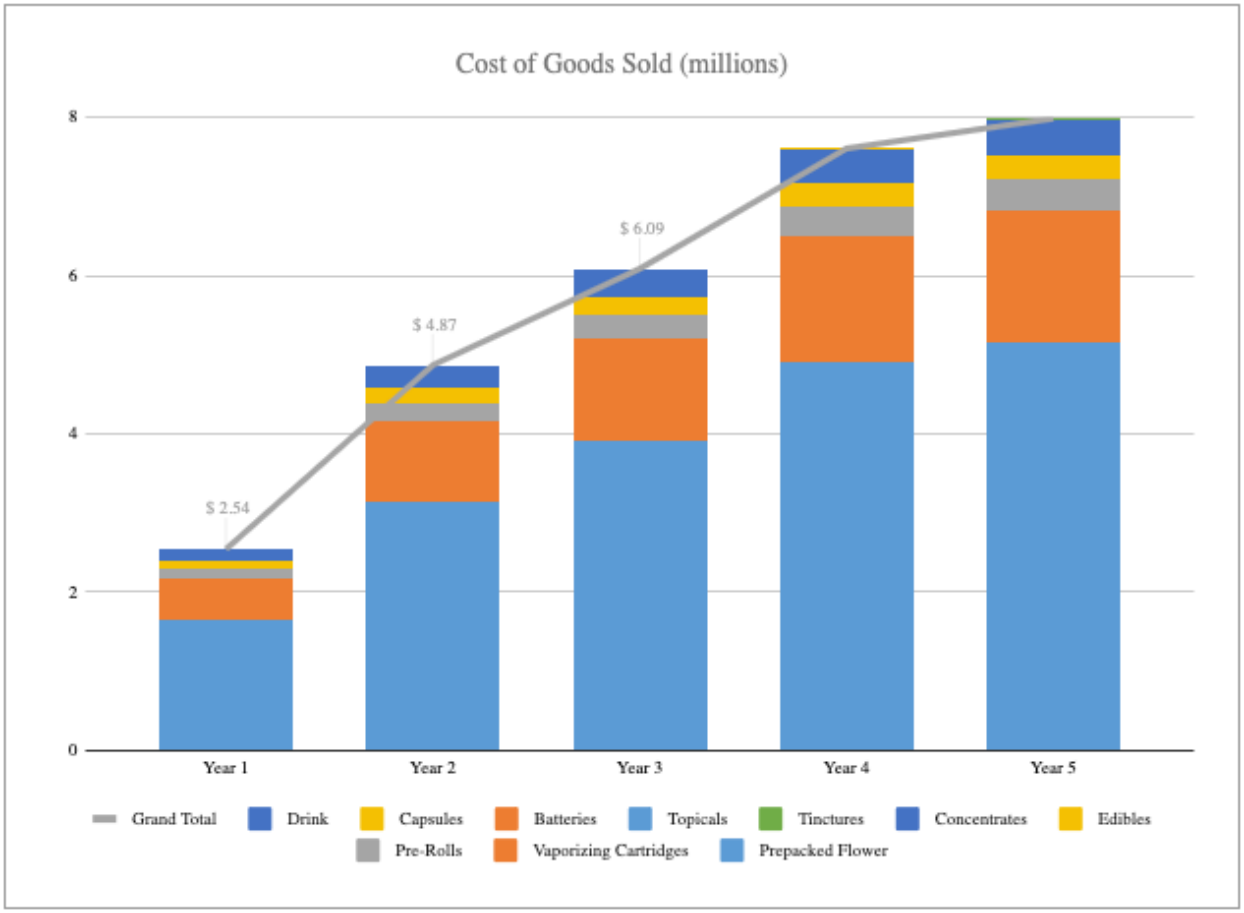
6.11 Start Up Costs

Catt Road, LLC intends to develop, from the ground up, a brand-new industry leading facility. The facility will be modern, inviting and rely on the latest technology that will minimize environmental impact. It will be built with safety and compliance at the core to ensure the safety of its patrons as well as the community. Catt Road, LLC anticipates that the start-up cost for the facility buildout and outfitting will be $2,046,102. This amount includes capital, one-time expenses estimated to cost $1,535,500 for the facility buildout, landscape improvements, the installation of a robust point of sale system, and implementation of a comprehensive security plan (please refer to section 8). An Additional $510,602 is expected for local and state licensing fees as well as a 3-month operating budget to cover expenses related to payroll, utilities, and securing starting inventory. Below, Catt Road, LLC has provided a breakdown of anticipated startup expenses related to the establishment of its facility and operation.

Start-up		**Estimated Cost**
CAPEX		
Facility Development	$	1,400,000
Landscaping	$	50,000
Land Planner & Architect	$	45,000
Security Equipment	$	35,000
POS Equipment	$	5,500
CAPEX Total	**$**	**1,535,500**
OPEX		
Initial Inventory Purchase	$	91,390
Lease Rate	$	24,651
State Renewal Fee	$	5,625
Wildomar Renewal Fee	$	142,616
General Liability Insurance	$	1,800
Marketing Expenses	$	12,185
Bookkeeping Fees	$	3,300
Legal Fees	$	3,000
IT Services	$	600
Security	$	29,383
POS & Register Costs	$	1,347
Meals & Entertainment	$	600
Internet and Phone	$	1,050
Gas, Electric, Trash	$	2,400
Salary	$	158,880
Payroll Taxes and Benefits- Indirect	$	31,776
OPEX Total	**$**	**510,602**
Grand Total	**$**	**2,046,102**

6.12 Anticipated Revenues

As Catt Road, LLC develops its relationship with the local community, it is expected to see continuous revenue growth. Catt Road, LLC anticipates a steady growth in sales among the residents of Wildomar and the surrounding regions. Following industry purchase trends, Catt Road, LLC assumes that an average customer will make a purchase of $125 on cannabis and cannabis products from Catt Road, LLC's store each visit. On average, each customer will visit 2 times per month. Starting in Year 1, Catt Road, LLC expects to generate $2.43M. By year 5, Catt Road, LLC expects to generate $5.57M, respectively.



6.13 10-Year Proforma

Sales

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Wholesale Flower Sales	$4,151,851.85	$6,016,666.67	$6,216,049.38	$5,981,481.48	$5,512,345.68	$5,567,469.14	$5,623,143.83	$5,679,375.27	$5,736,169.02	$ 5,793,530.71
Manufacturing Revenue	$ 421,336.57	$ 452,458.02	$ 478,791.56	$ 454,851.98	$ 430,912.40	$ 435,221.52	$ 439,573.74	$ 443,969.48	$ 448,409.17	$ 452,893.26
Distribution Revenue	$ 390,000.00	$1,228,500.00	$1,664,000.00	$1,680,640.00	$1,680,640.00	$1,697,446.40	$1,714,420.86	$1,731,565.07	$1,748,880.72	$ 1,766,369.53
Retail Sales	$ 4,234,687	$ 8,114,531	$ 10,143,164	$ 12,678,955	$ 13,312,903	$ 13,446,032	$ 13,580,492	$ 13,716,297	$ 13,853,460	$ 13,991,995
Prepacked Flower	$ 2,730,876	$ 5,232,920	$ 6,541,150	$ 8,176,437	$ 8,585,259	$ 8,671,112	$ 8,757,823	$ 8,845,401	$ 8,933,855	$ 9,023,194
Vaporizing Cartridges	$ 888,512	$ 1,702,572	$ 2,128,215	$ 2,660,269	$ 2,793,282	$ 2,821,215	$ 2,849,427	$ 2,877,922	$ 2,906,701	$ 2,935,768
Pre-Rolls	$ 203,795	$ 390,513	$ 488,141	$ 610,177	$ 640,685	$ 647,092	$ 653,563	$ 660,099	$ 666,700	$ 673,367
Edibles	$ 169,160	$ 324,145	$ 405,182	$ 506,477	$ 531,801	$ 537,119	$ 542,490	$ 547,915	$ 553,394	$ 558,928
Concentrates	$ 236,446	$ 453,079	$ 566,348	$ 707,936	$ 743,332	$ 750,766	$ 758,273	$ 765,856	$ 773,515	$ 781,250
Tinctures	$ 2,457	$ 4,708	$ 5,885	$ 7,356	$ 7,724	$ 7,801	$ 7,879	$ 7,958	$ 8,038	$ 8,118
Topicals	$ 565	$ 1,082	$ 1,352	$ 1,690	$ 1,775	$ 1,792	$ 1,810	$ 1,829	$ 1,847	$ 1,865
Batteries	$ 471	$ 903	$ 1,129	$ 1,411	$ 1,482	$ 1,497	$ 1,512	$ 1,527	$ 1,542	$ 1,558
Capsules	$ 2,324	$ 4,454	$ 5,567	$ 6,959	$ 7,307	$ 7,380	$ 7,454	$ 7,528	$ 7,603	$ 7,679
Drink	$ 81	$ 156	$ 195	$ 243	$ 255	$ 258	$ 260	$ 263	$ 266	$ 268
Total Revenue	**$ 9,197,876**	**$ 15,812,156**	**$ 18,502,005**	**$ 20,795,929**	**$ 20,936,801**	**$ 21,146,169**	**$ 21,357,631**	**$ 21,571,207**	**$ 21,786,919**	**$ 22,004,788**
Cost of Goods Sold										
Prepacked Flower	$ 1,638,526	$ 3,139,752	$ 3,924,690	$ 4,905,862	$ 5,151,155	$ 5,202,667	$ 5,254,694	$ 5,307,241	$ 5,360,313	$ 5,413,916
Vaporizing Cartridges	$ 533,107	$ 1,021,543	$ 1,276,929	$ 1,596,161	$ 1,675,969	$ 1,692,729	$ 1,709,656	$ 1,726,753	$ 1,744,021	$ 1,761,461
Pre-Rolls	$ 122,277	$ 234,308	$ 292,885	$ 366,106	$ 384,411	$ 388,255	$ 392,138	$ 396,059	$ 400,020	$ 404,020
Edibles	$ 101,496	$ 194,487	$ 243,109	$ 303,886	$ 319,081	$ 322,271	$ 325,494	$ 328,749	$ 332,036	$ 335,357
Concentrates	$ 141,867	$ 271,847	$ 339,809	$ 424,761	$ 445,999	$ 450,459	$ 454,964	$ 459,514	$ 464,109	$ 468,750
Tinctures	$ 1,474	$ 2,825	$ 3,531	$ 4,414	$ 4,635	$ 4,681	$ 4,728	$ 4,775	$ 4,823	$ 4,871
Topicals	$ 339	$ 649	$ 811	$ 1,014	$ 1,065	$ 1,075	$ 1,086	$ 1,097	$ 1,108	$ 1,119
Batteries	$ 283	$ 542	$ 677	$ 847	$ 889	$ 898	$ 907	$ 916	$ 925	$ 935
Capsules	$ 1,395	$ 2,672	$ 3,340	$ 4,175	$ 4,384	$ 4,428	$ 4,472	$ 4,517	$ 4,562	$ 4,608
Drink	$ 49	$ 93	$ 117	$ 146	$ 153	$ 155	$ 156	$ 158	$ 159	$ 161
TOTAL COGS	**$ 2,540,812**	**$ 4,868,719**	**$ 6,085,899**	**$ 7,607,373**	**$ 7,987,742**	**$ 8,067,619**	**$ 8,148,295**	**$ 8,229,778**	**$ 8,312,076**	**$ 8,395,197**
GROSS PROFIT	**$ 6,657,063**	**$ 10,943,437**	**$ 12,416,107**	**$ 13,188,556**	**$ 12,949,059**	**$ 13,078,550**	**$ 13,209,335**	**$ 13,341,429**	**$ 13,474,843**	**$ 13,609,591**

OPERATING EXPENSE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Facility Lease	$ 159,000	$ 198,750	$ 238,500	$ 243,270	$ 248,135	$ 253,098	$ 258,160	$ 263,323	$ 268,590	$ 273,962
State Renewal Fee	$ 80,000	$ 100,000	$ 100,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000
National City Permit Renewal Fee	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
General Liability Insurance	$ 7,200	$ 7,488	$ 7,788	$ 8,099	$ 8,423	$ 8,760	$ 9,110	$ 9,475	$ 9,854	$ 10,248
Marketing Expenses	$ 275,936	$ 474,365	$ 555,060	$ 623,878	$ 628,104	$ 634,385	$ 640,729	$ 647,136	$ 653,608	$ 660,144
Bookkeeping Fees	$ 13,200	$ 13,860	$ 14,553	$ 15,281	$ 16,045	$ 16,847	$ 17,689	$ 18,574	$ 19,502	$ 20,478
Legal Fees	$ 12,000	$ 12,480	$ 12,979	$ 13,498	$ 14,038	$ 14,600	$ 15,184	$ 15,791	$ 16,423	$ 17,080
Security	$ 117,530	$ 123,407	$ 129,577	$ 136,056	$ 142,858	$ 150,001	$ 157,501	$ 165,377	$ 173,645	$ 182,328
Equioment Costs	$ 20,000	$ 20,800	$ 21,632	$ 22,497	$ 23,397	$ 24,333	$ 25,306	$ 26,319	$ 27,371	$ 28,466
Meals & Entertainment	$ 2,400	$ 2,496	$ 2,596	$ 2,700	$ 2,808	$ 2,920	$ 3,037	$ 3,158	$ 3,285	$ 3,416
Internet and Phone	$ 4,200	$ 4,368	$ 4,543	$ 4,724	$ 4,913	$ 5,110	$ 5,314	$ 5,527	$ 5,748	$ 5,978
Gas, Electric, Trash	$ 72,729	$ 75,639	$ 78,664	$ 81,811	$ 85,083	$ 88,487	$ 92,026	$ 95,707	$ 99,535	$ 103,517
Salary	$ 1,382,400	$ 2,119,680	$ 2,304,000	$ 2,488,320	$ 2,672,640	$ 2,672,640	$ 2,672,640	$ 2,672,640	$ 2,672,640	$ 2,672,640
Payroll Taxes and Benefits- Indirect	$ 276,480	$ 423,936	$ 460,800	$ 497,664	$ 534,528	$ 534,528	$ 534,528	$ 534,528	$ 534,528	$ 534,528
National City Employee Background Screeening	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000	$ 7,000
Community Benefits (10% of Gross)	$ 665,706	$ 1,094,344	$ 1,241,611	$ 1,318,856	$ 1,294,906	$ 1,307,855	$ 1,320,934	$ 1,334,143	$ 1,347,484	$ 1,360,959
Total Operating Expenses	**$ 3,105,782**	**$ 4,688,612**	**$ 5,189,302**	**$ 5,593,653**	**$ 5,812,879**	**$ 5,850,564**	**$ 5,889,159**	**$ 5,928,697**	**$ 5,969,213**	**$ 6,010,742**
OPERATING INCOME (LOSS)	**$ 3,551,281**	**$ 6,254,826**	**$ 7,226,805**	**$ 7,594,902**	**$ 7,136,180**	**$ 7,227,986**	**$ 7,320,177**	**$ 7,412,731**	**$ 7,505,630**	**$ 7,598,850**
TAXABLE INCOME (LOSS)	**$ 3,551,281**	**$ 6,254,826**	**$ 7,226,805**	**$ 7,594,902**	**$ 7,136,180**	**$ 7,227,986**	**$ 7,320,177**	**$ 7,412,731**	**$ 7,505,630**	**$ 7,598,850**
California Business Tax (8.84%)	$ 313,933	$ 552,927	$ 638,850	$ 671,389	$ 630,838	$ 638,954	$ 647,104	$ 655,285	$ 663,498	$ 671,738
Less: Federal Tax (21%)	$ 745,769	$ 1,313,513	$ 1,517,629	$ 1,594,929	$ 1,498,598	$ 1,517,877	$ 1,537,237	$ 1,556,674	$ 1,576,182	$ 1,595,758
NET INCOME (LOSS)	**$ 2,491,579**	**$ 4,388,386**	**$ 5,070,326**	**$ 5,328,583**	**$ 5,006,744**	**$ 5,071,155**	**$ 5,135,836**	**$ 5,200,772**	**$ 5,265,950**	**$ 5,331,353**

6.13.1 Anticipated Federal, State, and Local Tax

In accordance with 188 WMC § 5.76.110(B), Catt Road, LLC will ensure payment of all applicable taxes pursuant to federal, state, and local law, including but not limited to state and local sales and use taxes and state excise taxes.

6.13.2 Excise Tax Payment – State of California

Pursuant to the Revenue and Taxation Code § 34011, Catt Road, LLC will collect and pay the Excise Tax under the following conditions:

1. Catt Road, LLC will charge and collect the excise tax of 15% from each patron.
2. Catt Road, LLC will provide each patron a receipt that includes the statement: “The cannabis excise taxes are included in the total amount of this invoice."
3. Catt Road, LLC will track the Excise Tax using the COVA POS System.
4. The Excise Tax will be paid to the License Distributor where the product was originally procured.

Estimate of Excise Tax Collected

Catt Road, LLC has estimated that approximately 15% of GROSS receipts (with the exception of batteries) will be collected and paid to the CDTFA.

Excise Tax Collected (15%)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Prepacked Flower	$ 409,631	$ 784,938	$ 981,172	$ 1,226,466	$ 1,287,789	$ 1,300,667	$ 1,313,673	$ 1,326,810	$ 1,340,078	$ 1,353,479
Vaporizing Cartridges	$ 133,277	$ 255,386	$ 319,232	$ 399,040	$ 418,992	$ 423,182	$ 427,414	$ 431,688	$ 436,005	$ 440,365
Pre-Rolls	$ 30,569	$ 58,577	$ 73,221	$ 91,526	$ 96,103	$ 97,064	$ 98,034	$ 99,015	$ 100,005	$ 101,005
Edibles	$ 25,374	$ 48,622	$ 60,777	$ 75,972	$ 79,770	$ 80,568	$ 81,374	$ 82,187	$ 83,009	$ 83,839
Concentrates	$ 35,467	$ 67,962	$ 84,952	$ 106,190	$ 111,500	$ 112,615	$ 113,741	$ 114,878	$ 116,027	$ 117,187
Tinctures	$ 369	$ 706	$ 883	$ 1,103	$ 1,159	$ 1,170	$ 1,182	$ 1,194	$ 1,206	$ 1,218
Topicals	$ 85	$ 162	$ 203	$ 254	$ 266	$ 269	$ 272	$ 274	$ 277	$ 280
Batteries	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capsules	$ 349	$ 668	$ 835	$ 1,044	$ 1,096	$ 1,107	$ 1,118	$ 1,129	$ 1,141	$ 1,152
Drink	$ 12	$ 23	$ 29	$ 36	$ 38	$ 39	$ 39	$ 39	$ 40	$ 40
Total Excise Tax	**$ 635,132**	**$ 1,217,044**	**$ 1,521,305**	**$ 1,901,632**	**$ 1,996,713**	**$ 2,016,680**	**$ 2,036,847**	**$ 2,057,216**	**$ 2,077,788**	**$ 2,098,566**

6.13.3 Sales and Use Tax Payment

Pursuant to 16 CCR § 5002(c)(24), Catt Road, LLC will have a valid seller’s permit issued by the California Department of Tax and Fee Administration. Catt Road, LLC will collect and pay the sales tax under the following conditions:

1. Catt Road, LLC will obtain a Seller’s Permit from the California Department of Tax and Fee Administration (CDTFA).
2. Catt Road, LLC will charge and collect the Sales Tax from each patron.
3. Catt Road, LLC will electronically file a sale and use tax return and pay the tax directly to the CDTFA.

https://www.cdtfa.ca.gov/formspubs/cdtfa95.pdf

Total Sales and Use Tax Collected (8.75%)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Prepacked Flower	$ 238,952	$ 457,880	$ 572,351	$ 715,438	$ 751,210	$ 758,722	$ 766,309	$ 773,973	$ 781,712	$ 789,529
Vaporizing Cartridges	$ 77,745	$ 148,975	$ 186,219	$ 232,774	$ 244,412	$ 246,856	$ 249,325	$ 251,818	$ 254,336	$ 256,880
Pre-Rolls	$ 17,832	$ 34,170	$ 42,712	$ 53,390	$ 56,060	$ 56,621	$ 57,187	$ 57,759	$ 58,336	$ 58,920
Edibles	$ 14,801	$ 28,363	$ 35,453	$ 44,317	$ 46,533	$ 46,998	$ 47,468	$ 47,943	$ 48,422	$ 48,906
Concentrates	$ 20,689	$ 39,644	$ 49,555	$ 61,944	$ 65,042	$ 65,692	$ 66,349	$ 67,012	$ 67,683	$ 68,359
Tinctures	$ 215	$ 412	$ 515	$ 644	$ 676	$ 683	$ 689	$ 696	$ 703	$ 710
Topicals	$ 49	$ 95	$ 118	$ 148	$ 155	$ 157	$ 158	$ 160	$ 162	$ 163
Batteries	$ 41	$ 79	$ 99	$ 123	$ 130	$ 131	$ 132	$ 134	$ 135	$ 136
Capsules	$ 203	$ 390	$ 487	$ 609	$ 639	$ 646	$ 652	$ 659	$ 665	$ 672
Drink	$ 7	$ 14	$ 17	$ 21	$ 22	$ 23	$ 23	$ 23	$ 23	$ 23
Total Excise Tax	**$ 370,535**	**$ 710,021**	**$ 887,527**	**$ 1,109,409**	**$ 1,164,879**	**$ 1,176,528**	**$ 1,188,293**	**$ 1,200,176**	**$ 1,212,178**	**$ 1,224,300**

6.14 COMMUNITY RELATIONS DESIGNEE

Catt Road, LLC has planned its operation is a way to minimize impact to the surrounding community. Should operations drive disruption, Catt Road, LLC will welcome the feedback so that, as a company, they can work to address the issues viewed as a nuisance. As such, Catt Road, LLC will provide means to collect feedback from neighbors through a couple of different means.

First, Catt Road, LLC will distribute company contact information throughout the community as an outlet for people to provide feedback on any concerns related to noise, light, odor, or traffic. Pursuant to 188 WMC § 5.76.110(M), Catt Road, LLC will provide the city with the name, phone number, facsimile number, and email address of an on-site community relations representative or staff member or other representative whom the city can contact regarding operating concerns associated with the cannabis business.

6.14.1 Catt Road, LLC Relations Designee

- Name: Alex Dos Santos
- Phone Number: 480-329-9439
- Email: alex@cakehousecannabis.com

6.14.2 Changes to Designee

Catt Road, LLC will report any change in their community relations designee to the city within ten calendar days of any such change. This information will further be distributed to neighboring businesses as well. Catt Road, LLC sees this as means to get to know the neighbors and establish transparent, healthy working relationships.

6.14.3 Accepting Complaints

Catt Road, LLC will post a complaint form on their website. This will be utilized for collecting complaints both from the community and customers. This form will generate an email directly to the Director of Operations, who will review them daily. The Director of Operations will hold weekly meetings with the Catt Road, LLC team to review and discuss the complaints. Once the complaint is addressed, protocols and process documents will be revised and/or store adjustments will be made. Below is an example of the complaint form Catt Road, LLC will make available via the company's website.

All complaints will be recorded and kept on file and will be provided to the City of Wildomar officials upon request. Catt Road, LLC, is again, dedicated to supporting the community and will take any and all reasonable actions to minimize disruption to neighboring members of the community.

6.14.4 Nuisance Prevention

Overall, the Catt Road, LLC team has put in much effort to design a facility that aesthetically integrates into the community, explored ways to give back to the neighborhood through volunteerism and financial contributions, manage day to day activities in a way that is not disruptive to others, and manage all possible odors that may seem offensive to others.

Catt Road, LLC will ensure that the proposed location is professionally landscaped and remains free of debris. Any sign of graffiti, litter, or destruction will be addressed immediately to prevent the facility from becoming an eye sore to the community. Consumption of alcohol or cannabis in any form will be strictly prohibited on the premises. Policies will be in place that strictly prohibits loitering in or around the facility and parking lots will be regularly monitored. These efforts will work to prevent any and all noise related problems associated with people gathering on the premises.

Finally, our management team will ensure that the traffic in and out of the facility is respectful of the neighboring members of the community. Ample on-site parking will serve to alleviate any pressures on community traffic or pedestrians.

7. Fire Protection Plan

7.1 Plan Summary

Catt Road, LLC is proposing the brand-new construction of an adult use retail dispensary on Bundy Canyon Rd. in Wildomar, California. New construction provides a specific advantage in terms of implementing an efficient and effective fire protection plan. The facility will be constructed from the ground up using fire rated material in accordance with the requirements of the City of Wildomar Fire Code. Catt Road, LLC intends to have several different fire prevention and suppression systems in place to address any and all possible fire, hazardous material, and inhalation issues/threats that exist in the facility.

Catt Road, LLC will work directly with the building code officials, inspectors and the City of Wildomar Fire Marshall to ensure that the building construction is compliant will all codes and regulations and provide ample protection for the facility and ultimately the employees, patrons, and community.

Beyond the development of a safe facility, Catt Road, LLC has created operational procedures will be incorporated into day to day activities that will work to prevent a fire from occurring. This will include routine inspections, proper system maintenance, and maintaining compliance with building, electrical, plumbing and fire codes set forth by state and local regulating bodies. The building will feature sprinkler systems, strategically placed fire extinguishers, and emergency access Knox boxes that will aid is the quick suppression of a fire in the event that it occurs.

Catt Road, LLC will also be installing a fire alarm system that will be monitored 24 hours a day 7 days a week by a professional monitoring company. Catt Road, LLC will utilize the latest technologies offered to further provide environmental controls effective for responding to emergency situations such as a fire. For example, Catt Road, LLC will be enables to remotely shut down HVAC systems using an app in the event of a fire. This ability help minimize fire spread.

Catt Road, LLC is committed to establishing a safe and compliance facility and is confident that this fire plan will prove the thought and due diligence of the team. Catt Road, LLC looks forward to engaging with the City and County Officials to ensure the implementation of this plan meets and/or exceeds the City's expectations.

7.2 Faculty Fire Prevention, Suppression, HVAC, and Alarm Systems

7.2.1 Fire Prevention System

Catt Road, LLC views fire prevention as an essential element to be incorporated into day-to-day operations. By incorporating fire prevention activities into basic operations, Catt Road, LLC can address the risk of a fire before the fires even ignites. Catt Road, LLC understands that one of the most effective tools for fire prevention is regular inspections. Regular property inspections will be conducted to identify vulnerable areas throughout the facility and once identified, to fix them. These vulnerable areas can be things like overloaded electrical outlets, improperly maintained systems, and improperly stored materials. Should any of these problems be identified, Catt Road, LLC will take the appropriate actions to remove the threat and to ensure it does not get to be that way again. As part of the inspection, Catt Road, LLC will monitor the following things as means to prevent the risk of fire:

1. Accumulation of trash and debris: Approved waste containers that are appropriately sized, shall be provided and stored in an approved location.
2. Combustible Storage: Storage of combustible materials in buildings will be maintained in an orderly manner and be separated from heating or ignition sourced by distance or shielding so that ignition cannot occur.
3. Ignition Sources and Open flames: Ignition sources and open flames will be separated from flammable and combustible materials.
4. Maintenance of Exiting:

    a. The minimum exit access widths shall be maintained always.
    b. The Minimum aisle widths shall be maintained always.
    c. Enhanced building security shall not interfere with exiting measures and will by no means impede egress for the facility's occupants or firefighters in the event of an emergency.
    d. Electronic access control, if installed, shall not interfere with the exiting components.
    e. All locking hardware on doors (interior or exterior) shall meet the minimum requirements for exiting.
    f. All doors and door hardware shall be identified on the specifications and plans.
    g. All exit doors, passageways and exit corridors will remain free of any obstruction and maintained as required by the City of Wildomar Fire Code.
    h. Any security device or system that emits any medium that could obscure a means of egress in any building, structure or premise will be prohibited and be maintained in accordance with the City of Wildomar Fire Code. Specifically, any / all electronic controlled access, enhanced security or other similar equipment shall be submitted to the City of Wildomar for review and approval.
    i. Emergency Lighting with battery backup will be provided in all exit passageways and exit corridors. j. Exit signs shall be installed above all exits and maintained as required by code.

5. Fire Department Access
    a. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, a KNOX key box or key switch will be installed in an approved location. The key box or key switch will be of an approved type and will contain keys to gain necessary access as required by the fire code official per the City of Wildomar Fire Code.
    b. All required exterior doors will remain operable for emergency access by firefighters. Eliminating the function of any exterior doors will require prior approval that cannot be granted in every circumstance, and where allowed, the door must be marked with a sign stating, "THIS DOOR BLOCKED".
    c. Rooms containing fire protection equipment (fire alarm panels, fire sprinkler valves, etc.), controls for air-conditioning equipment, utility equipment for gas or electrical service and rooms containing hazardous materials will be provided with identifying signage to aid firefighters.
6. Fire Extinguisher Maintenance.

a. Portable fire extinguishers shall be installed in M and S occupancy groups per the City of Wildomar Fire Code. The size and distribution of portable fire extinguishers shall also be in accordance with the City of Wildomar Fire Code and at the discretion of the City of Wildomar Fire Marshal. Catt Road, LLC will strategically locate all extinguishers per code.

7. Electrical Hazards/Extension Cords
    a. Electrical panels and service equipment will be clearly identified with a clear space of not less than 30 inches in width, 36 inches in depth and 78 inches in height. Storage will not be permitted within the above dimensions.
    b. Catt Road, LLC understands that the City of Wildomar Fire Code prohibits the use of extension cords or power strips as permanent wiring to equipment, lighting, fans, etc. When Electrical extension cords are used, they will U.L. approved, free of damage and used in accordance with the City of Wildomar Fire Code.
8. Hazardous Materials (General)
    a. Hazardous materials or hazardous waste will not be stored or handled at this facility apart from housecleaning products, which will be stored in a safe location. Catt Road, LLC understands that Cannabis Waste is regulated and must be handled in accordance with all applicable laws and regulations. All Cannabis Waste will be stored according to law, in a locked receptacle in a limited access area, and will only be disposed of by a licensed waste management company. Catt Road, LLC will be utilizing GAIACA for waste management.

7.2.2 Fire Suppression System

Sprinkler System

Exceeding the requirements of the International Fire Code, the Catt Road, LLC's facility will be protected with a new automatic sprinkler system. One (1) 4" diameter fire riser will be located within a dedicated riser room is provided for the building. The riser room will provide direct exterior access.

The new sprinkler system will provide coverage in accordance with NFPA 13 - Standard for the installation of Sprinkler Systems. Sprinklers will provide the following densities:

Use	Sprinkler Density
Office/Reception	Light Hazard 0.1 gpm/ft^2 over most hydraulically remote 1500 ft^2
Retail/Storage	Ordinary Hazard, Group 2 0.2gpm/ft^2 over the hydraulically remote 1500 ft^2

The new riser rooms are of 1-hour fire-resistance rated construction and provide direct exterior access in accordance with CFC Section 916.3. The riser rooms will be maintained and provided with necessary

HVAC equipment to maintain the temperature of the room between 40 degrees - 100 degrees Fahrenheit. Permanent lighting with backup power will be provided, if not already provided.

The new sprinkler system will be modified as necessary to provide the minimum design criteria noted above and maintained to ensure proper function.

Signage that will identify the riser rooms will be maintained on the exterior door of the room. And on the exterior doors leading to the area being discussed.

Knox Key Access

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, a key box will be installed by Catt Road, LLC in an approved location. The key box will be of an approved type and will contain keys to gain necessary access as required by the fire code official per the City of Wildomar Fire Code.

All required exterior doors will remain operable for emergency access by firefighters. Eliminating the function of any exterior doors will require prior approval that cannot be granted in every circumstance, and where allowed, the door must be marked with a sign stating, “THIS DOOR BLOCKED”.

Rooms containing fire protection equipment (fire alarm panels, fire sprinkler valves, etc.), controls for air- conditioning equipment, utility equipment for gas or electrical service, and rooms containing hazardous materials will require identifying signage to aid firefighters.

New Knox Boxes will be provided outside of the riser rooms and the main entry and will be maintained with keys to allow Fire Department Access.

Facility Fire Extinguishers

Catt Road, LLC employees assigned firefighting duties will be trained by a qualified person(s) to know the locations and proper use of portable fire extinguishers or other manual fire-fighting equipment and the protective clothing or equipment required for its safe and proper use. Portable Fire extinguishers will have a rating of not less than 2- A or 2-A10 BC will be provided within 75 feet travel distance to all portions of the building on each floor (see diagram), also for any electrical room portable fire extinguishers with a rating not less than 10BC will be provided. All installation of Fire Extinguishers will comply with CBC Section 906. All Fire Extinguishers will have proper signage as to location, they will be place on hangers at a height of no greater than 5 feet and no lower than 3 1⁄2 feet and will be located in areas that will be free of storage and access will be continually maintained.

7.2.3 HVAC System

Catt Road, LLC will have a complete HVAC air purification system which is typically used in high-grade hospitals and surgical facilities, to ensure that the odor of cannabis will not emanate beyond the walls of the building. The system will use a two-phase filtration and odor neutralization system consisting of carbon filters, known as “scrubbers”. This will be followed by a 100% organic zone-infused air system for eliminating cannabis odors effectively. Carbon filters use activated carbon to chemically absorb smells and other impurities from the air that is pushed or pulled through the filter. The system is designed to actually pull the odor out of the air and then neutralize any odor that passes through filters. HVAC systems will be cleaned by an outside contractor bi-annually.

7.2.4 Alarm System

Catt Road, LLC will have installed a new manual fire alarm system that activates the occupant notification system in accordance with CBC 907.4 and 907.2.5. The system is capable of voice evacuation system using speaker strobes. In addition, an automatic smoke/carbon monoxide detection system will also be installed to ensure the safety of the occupants of the building. A dedicated space (approved by Fire Department) will be used to install a Matrix and Graphic annunciator in order to make it simpler for Firefighters to detect the area of the fire in the shortest possible time. The Fire/Alarm System Monitoring will be contracted to:

ADT Alarm Monitoring Services, (951) 824-7205 1120 Palmyrita Ave, Riverside, CA 92507.

With the ADT Mobile App, notifications are immediately sent to authorized users as well as authorities in the event of a fire. The mobile app further allows any authorized user to remotely shut off the HVAC system from the app to help minimize fire spread.

7.2.5 Emergency Protocols

Accident and Reporting Procedures

Upon receipt of information regarding a fire or other emergency, the Chief Operation Officer and/or his designated employee will verbally report said emergency to the occupants of the building and direct the occupants to the designated assembly area. Subject building is not equipped with a “private mode alarm system”.

In the event an emergency requiring a “defend in place” response occurs, all window and door openings will be secured, and the buildings HVAC system will be deactivated. The occupants of the building will be directed to stay inside until said emergency has been mitigated and an all clear has been declared by the police and fire departments.

Upon receipt of a report of fire or other emergency that requires the building to be evacuated, the Chief Operation Officer and/or his designated employee will verbally announce the emergency to the occupants and begin a safe and timely evacuation of the building, the Chief Operation Officer and/or his designated employee will ensure that the building has been completely evacuated, including those individuals who need evacuation assistance, and direct occupants to the designated assembly area.

Once all are assembled, the Chief Operation Officer and/or his designated employee will perform an accountability check of all occupants.

Written and Physical Mechanisms in Place to Deal with Fire

A copy of a written "Fire Emergency Procedures" document will be maintained on the premises in both the retail area and managers office. Catt Road, LLC will ensure that the document is clearly identified as "Fire Emergency Procedures" and kept in an accessible location at all times.

The "Fire Emergency Procedures" document shall include the following Step by Step Process language:

1. In the event of a fire emergency, the Chief Operation Officer or his/her designated employee(s) shall call 9-1-1 to report the fire incident.
2. The Chief Operation Officer or his/her designated employee(s) shall direct the occupants of the building to the nearest exit and to the predesignated assembly location which will be in the parking lot north of the building.
3. If safe to do so, the Chief Operation Officer will utilize the onsite portable fire extinguishers to suppress the fire. If the fire cannot be suppressed or contained, the Chief Operation Officer and Catt Road, LLC employees shall vacate the premises and alert the surrounding businesses of the fire.
4. Upon arrival to the predesignated assembly location, the Chief Operation Officer shall account for all occupants of the Catt Road, LLC facility and render first aid, as necessary.
5. Upon termination of the incident, the operations manager shall interface with the local fire department to determine how the fire started and what precautionary measures should be taken to prevent future fires.

Emergency Plans and Evacuation Drills

The reporting of emergencies, coordination with emergency response forces, emergency plans, and procedures for managing or responding to emergencies will comply with the provisions of the City of Wildomar Fire Code.

Emergency evacuation drills complying with provisions of this section will be conducted by Catt Road, LLC at least annually for facilities that have been identified as a Group F occupancy as defined in the City of Wildomar Fire Code or when required by the fire code official. Drills shall be designed as described in the City of Wildomar Fire Code.

Evacuation Routes

In the event of a building evacuation, the Chief Operation Officer will direct the occupants of the building to the closest exit and assemble in the designated safety zones. Once the evacuated occupants are assembled in the designated assembly area, the Chief Operation Officer, or his designated employees, will confirm that all building occupants are accounted for.

All Exit Doors (except the main entry door- which will be staffed by security personnel) will be alarmed so that no unauthorized entrance or exiting of the building can take place. Access controlled doors will have exiting hardware designed so that they will automatically unlock when an Alarm is activated so

that occupants may exit from the building during an emergency incident. Additionally. All exit passages will meet all American with Disabilities Act (ADA) requirements and will have automatic door openers.

Exit signs will be in full compliance with CBC 1012. Exit signs will be connected to an emergency power system that will provide an illumination of not less than 90 minutes in case of primary power loss. The emergency power system shall consist of storage batteries.

The primary Safety Zone will be located at the furthest point of the parking lot adjacent to the Occupancy. Catt Road, LLC will clearly mark the location with a noticeable sign that reads “Evacuation Assembly Area”.

If the occupancy is required to be evacuated for any reasons the On-Duty Manager will be responsible to provide direction to the Safety Zone during the evacuation. The evacuation location will be posted at the Exit Doors and the Managers will document who was in the facility at the time of the evacuation and will utilize a specially developed recording card similar to a Triage Tag which all First Responders (Fire/EMS/Police) are familiar in reading and using.

Emergency Evacuation Procedures

In the event of an emergency threatening the safety of employees and visitors at Catt Road, LLC, a building evacuation may be necessary. All Catt Road, LLC staff should plan and discuss the following evacuation procedures:

Employee Responsibilities

Anyone that observes an emergency condition or situation should call 911. All regular staff will direct any temporary employees, contractors, truck drivers, or other visitors to the proper exits and routes to the meeting places.

- When evacuation of the building is required, employees should take the proper evacuation routes, which are the shortest routes to the outside of the building.
- Enact safety procedures unique to each area of the building.
- Plan for two escape routes, since one exit might be blocked by fire, or other obstructions. Proceed around the **perimeters** of the main building complex to the designated “Assembly Area”.

Chief Operation Officer Responsibilities

- The Chief Operation Officer will do a sweep of the building prior to exiting the building to ensure that all personnel have safely evacuated.
- The Chief Operation Officer will confirm all perimeter doors are closed and locked, precluding unauthorized and unsafe entry by others.
- The Chief Operation Officer will confirm that any occupant with a disability is safely assisted or removed from the building and taken to the Assembly Area.

Assembly Areas

Primary Assembly Area: The employee north parking lot (or other designated area) for all evacuees. (see Site/Facility Plan)

Secondary Assembly Area: In the event the Primary Assembly Area is compromised, evacuees will be directed to assemble at a safe location and distance west of the building at the entrance to the property.

Upon arriving to the Assembly Area, immediately report to the Chief Operation Officer who will:

- Cross check the "Emergency Evacuation Accountability Sheet" as well as the "Visitor Sign in Sheet" noting if all building occupants are accounted for.
- Write in the names of any visitors, temporary associates, or new employees that are not on the list.
- Provide first aid assistance to anyone who was injured during the evacuation.
- Monitor the incident and communicate with both the evacuees and emergency response personnel and await further direction before allowing the evacuees to leave the premises or reenter the premises.

Emergency Drills will be performed twice yearly. A designated person will time the evacuation and email each department head to see how they feel the drill went. Catt Road, LLC will maintain a log of each emergency drill performed by completing the below "Emergency Evacuation Drill" form (see below). These forms in their entirety will be made available to the City of Wildomar Fire Department upon request.

Currnt Cannabis

EMERGENCY EVACUATION DRILL FORM

Drill conducted by: First Name _____ Last Name _____

Contact Information: Phone: _____ Email: _____

Date and time: Month _____ Day _____ Year _____ Time _____

Notification method: Verbal _____ Phone _____ Other _____

Number of Employees participating # ____

Number of occupants evacuated # ____

Special conditions simulated (Describe)

_____

_____

Problems encountered (if any)

_____

_____

Weather conditions when occupants were evacuated

_____

_____

Time required to accomplish complete evacuation. Hours _____ Minutes _____

Supervisor _____

Supervisor's Signature _____

7.3 Occupancy Classification

Based on the Use and Occupancy Classifications Listed in Chapter 3 of the International Building Code (IBC), and International Fire Code (IFC), the Catt Road, LLC facility will seek Mercantile Group M Use and Occupancy.

The Catt Road, LLC project will be an adult-use retail cannabis facility within a single-story commercial building. The project will consist of the development of a new facility located at

23825 Catt Road, Wildomar, CA 92025

Catt Road, LLC intends to build a 3,936 square foot facility using the latest of technologies and state of the art materials offering 3,936 square feet of retail space. The remaining space will be utilized for storage, secure delivery, and other administrative purposes required for the retail operation. Complete building plans for the facility will be submitted to the Wildomar Building and Safety Department and will be required to meet all CBC (California Building Code) regulations. Every aspect of the building has been extensively studied so that it will be in compliance with the required guidelines and Catt Road, LLC plan is to adhere to the most restrictive requirements to ensure the safety of the public. General plans for the facility can be viewed below.

7.4 Hazard Communication

As Catt Road, LLC is a retail sales cannabis facility, hazardous gases will not be used or stored. Therefore, gas monitoring equipment will not be required or installed at this location. Other than the required fire and life safety construction requirements required by code at the time of construction (i.e. fire rated walls, fire rated corridors, doors, and door assemblies) there are no special “safety features” in place.

Chemicals stored at Catt Road, LLC will be limited to small quantities (below reportable quantities) of basic household cleaning supplies which may include:

- Bleach Wipes.
- Disinfectants.
- Dish Soap.
- Scouring Powder.
- Window Cleaner.
- Detergents.
- Bug spray.
- Hand Soap.

The above products will be stored in an approved cabinet in the either the restroom or break area.

Catt Road, LLC follow the guidelines provided in IFC Section 407 and ensure the appropriate paperwork made accessible to the fire code official for all hazardous or potentially hazardous materials on stored on the premises. Additionally, IFC Sections: 5001.3 - 5001.6.3 will be consulted. Catt Road, LLC will ensure responders are provided the information of the hazardous chemicals that is on the property. Should Catt Road, LLC have any hazardous materials on the premises, the following policies will be strictly enforced:

- Material Safety Data Sheets (MSDS) must be on property and made easily accessible.
- Containers and/or packages related to hazardous materials must be properly labeled and warning signage must be properly displayed and easily visible.
- All persons must be trained on what to do in the event of an emergency involving hazardous material on the property.

7.4.1 Written and Physical mechanisms in place to deal with Hazardous Materials/Inhalation Procedures

A copy of a written “Hazardous Materials/Inhalation Procedures” document will be maintained on premises in both the retail area and managers office. Said document shall be clearly identified as “Hazardous Materials/Inhalation Procedures” and kept in an accessible location at all times.

The “Hazardous Materials/Inhalation Procedures” document shall include the following Step by Step Process language:

1. In the event of a Hazardous Materials/Inhalation incident, (i.e. significant spillage of cleaning products, hazardous gas produced resulting from mixing of incompatible cleaning products) the Chief Operation Officer or his/her designated employee(s) shall call 9-1-1 to report the incident.
2. The Chief Operation Officer or his/her designated employee(s) shall direct the occupants of the building to the nearest exit and to the predesignated assembly location which is in the parking lot north of the building.
3. If safe to do so, the Chief Operation Officer will utilize the onsite hazmat absorbent pad or mat to absorb and control the spill. If the spill cannot be contained, the Chief Operation Officer and Catt Road, LLC employees shall vacate the premises and alert the surrounding businesses of the chemical incident.
4. Upon arrival to the predesignated assembly location, the Chief Operation Officer shall account for all occupants of the Catt Road, LLC facility and render first aid, as necessary.
5. If an employee has come inContact with a hazardous material (i.e. splashed in eyes, on skin or clothing) the Chief Operation Officer or his/her designated employee shall have the victim remove the contaminated clothing and flush the affected area with water.

Upon termination of the incident, the operations manager shall interface with the local fire department to determine how the incident occurred and what precautionary measures should be taken to prevent future hazardous

8. Safety and Security Plan

8.1 Security Summary

Catt Road, LLC takes its responsibility of security and safety seriously and as an experienced operator will ensure its security plan is superior to industry best practices and is effective at providing the ultimate level of safety for its employees, and the community of Wildomar. Catt Road, LLC has designed a security system that brings the best security practices from high-risk industries that creates a comprehensive plan that not only addresses each core aspect of its operation, but also are compliant with all local, county, and state government-mandated security requirements. Catt Road, LLC will regularly monitor its security plan to ensure effectiveness and revise as needed. All revisions will be coordinated in parallel with reviews with local law enforcement officials, and an independent third-party review with a licensed private security company.

Catt Road, LLC will implement strict security protocols that address all risks associated with unauthorized entry, theft, employee safety, and community safety. These measures, detailed below, will describe the installation, and use of an effective, industry leading video surveillance system, alarm system, and access control system. This Security Plan has been provided by Safe and Sound Security, one of California's Premiere custom security Systems.

About Safe And Sound Security

At Safe And Sound, we pride ourselves on being California's premier providers of custom security systems. More than 10,000 homeowners and businesses trust to help protect them from break-ins, theft, fire, vandalism, over the past decade. And while we specialize in security system installation, we know our business is really about people first – a priority that sets us apart from the crowd. We're committed to providing the highest-quality, custom security solutions and the best in customer service in the industry.

Our Approach

As California's leading providers of modern security solutions, our approach emphasizes creating a custom-made system tailored to every customer and project's individual needs, for a white-glove, Michelin Star-like experience.

We occupy a space in the market that doesn't get a lot of competition. As a medium-sized security company, we're able to adapt to an ever-changing technology environment that smaller mom-and-pop and larger national security companies can't stay on top of. We invest in continued training and education, so our employees can stay on the cutting edge of the security field, and we're brand-agnostic, so we can offer a customized system for each customer's needs - no matter how large or small the project.

Your Custom Security Plan

Safe and Sound Security will be installing a 26 camera system to cover the perimeter and interior of the space. The cameras in orange on the map below indicate a high mega pixel to comply with regulations regarding point of sales. Cameras in blue are basic turrets, and cameras in red indicate the cameras that will be used for video verification. All wires will be ran back to the security room. The CMVR will be installed in the security room with 90 days of onsite storage and 7 days of cloud back up.

Camera Quote

Description	Price	Quantity	Total
4 MP EXIR CMOS Network Turret Camera 2.8MM 2.8mm 4MP Turret (Discontinued) DS-2CD2342WD-I	$225.00	4.00	$900.00
2 MP Outdoor IR Network Turret Camera The Hikvision DS-2CD2323G0-I Outdoor IR Turret Camera provides high definition network output. It supports H.265+ video compression technology, which assures savings in bandwidth and storage. Minimum Illumination: Color: 0.028 Lux @ (f/2.0, AGC on); Up to 1920 x 1080 Resolution 2.8 mm and 4 mm Fixed Lens Options H.265+/H.265/H.264+/H.264 Main Stream: 30 fps (1920 × 1080, 1280 × 960, 1280 × 720) EXIR 2.0 Range Up to 100 ft (30 m) 12 VDC ± 25% (PoE 802.3af), maximum 7.5 W	$144.29	22.00	$3,174.38
12U Wall-Mountable & Lockable Server Rack Arrow Wire WALLMOUNT DUAL SWING 24X22X24 10/32 PLEX DOOR W/SIDES,TOP BOTTOM 12RU BLK	$860.00	1.00	$860.00
Video Verification Video Verification Monthly Service	$50.00	4.00	$200.00
Turret Back Box Turret Back Box	$30.00	8.00	$240.00
Cat5e Cat5e	$101.76	7.00	$712.32
RAID CMVR w/ 50TB Hard drive Eagle Eye CMVR 820, 2U rackmount device with 50TB ~ 30 days storage for 180 SD cameras, 4 days on premise buffering	$10,873.91	1.00	$10,873.91
Eagle Eye Switch (24 Port Managed POE+, with 2xGig Uplink) Eagle Eye Switch (24 Port Managed POE+, with 2xGig Uplink)	$823.50	2.00	$1,647.00
Camera Installation Labor Labor for Camera job	$8,300.00	1.00	$8,300.00
Engineering Engineering	$248.00	1.00	$248.00
Eagle Eye VMS HD5 7 Days Cloud Recording Monthly 7 day 5MP Cloud Recording	$55.00	4.00	$220.00
Eagle Eye VMS HD2 7 Days Cloud Recording Monthly 7 day 1080p Cloud Recording	$15.00	22.00	$330.00
Safe and Sound Security Camera Extended Warranty (Monthly) Warranty Coverage extending beyond standard labor warranty	$103.08	1.00	$103.08
		Camera Sub Total	$27,808.69

Burglar Alarm Quote

Description	Price	Quantity	Total
IQ Panel 2+ (Qolsys & Interlogix) PowerG IQ Panel 2+ (Qolsys & Interlogix)	$525.00	1.00	$525.00
IQ 2 Auxiliary Keypad (Qolsys) IQ2 Auxiliary keypad	$199.43	1.00	$199.43
PowerG 915Mhz Wireless Dual Tech Motion Detector (DSC) Motion Detector, Wireless	$85.00	12.00	$1,020.00
PowerG 915Mhz Wireless Panic Key (DSC) Panic Button, Wireless	$45.00	5.00	$225.00
PowerG 915Mhz Wireless Glass Break Detector (DSC) Glass Break, Wireless	$85.00	2.00	$170.00
PowerG 915Mhz Wireless Door/Window Contact (DSC) Door/Window Contact, Wireless	$32.00	6.00	$192.00
PowerG Wireless Door/Window Contact with Auxiliary PowerG Wireless Door/Window Contact with Auxiliary	$28.91	1.00	$28.91
amseco Hardwired Commercial Overhead Door Contact Overhead Door Contact	$27.00	1.00	$27.00
Brinks Alarm Monitoring with Alarm.com Interactive Monthly Monitoring Package for Interactive Control	$59.99	1.00	$59.99
Alarm Labor Alarm Labor	$992.00	1.00	$992.00

Burglar Alarm Quote

Description	Price	Quantity	Total
Safe and Sound Security Burg Extended Warranty (Monthly) Warranty Coverage extending beyond standard labor warranty	$47.99	1.00	$47.99
		Burglar Alarm Sub Total	$3,487.32

Access Control Quote

Description	Price	Quantity	Total
ACS6000 Brivo On Air Control Panel Brivo Onair ACS6000 Two (2) Reader Ethernet Control Panel	$1,588.73	1.00	$1,588.73
2 reader expansion board Two Reader Expansion Board [Does not support OSDP readers or wet outputs]	$443.30	3.00	$1,329.90
HID Prox Card ProxCard Clamshell Cards (50 ct) DKS HID Prox Card ProxCard Clamshell Cards (50 ct)	$356.00	1.00	$356.00
ACS6000 Expansion Chassis Brivo ACS6000 Expansion Chassis (Accommodates two (2) expansion boards) - compatible with all Brivo ACS5000 and ACS6000 series panels	$590.00	1.00	$590.00
Brivo Onair Tier 1 Reader Monthly Data Plan Brivo Monthly Cloud Subscription Tier 1 (reader 1 and 2)	$40.00	7.00	$280.00
18/ 2 STR JKT CL2P 1M BX BGE (Access Control) 18/2 Plenum access control wire	$203.98	2.00	$407.96
18/ 4 STR JKT CL2P 1M BX BGE (Access Control) Cable Length: 1000 ft Connector on First End: Bare Wire Connector on Second End: Bare Wire Device Supported: Burglar Alarm, Intercom, Phone, Speaker Color: Natural	$363.02	2.00	$726.04
18/ 6 STR OAS CL2P 1M RL BGE (Access Control) Cable Length: 1000 ft Connector on First End: Bare Wire Connector on Second End: Bare Wire Shielding: Yes Device Supported: Burglar Alarm, Intercom, Phone, Speaker	$325.98	2.00	$651.96
Recessed Magnetic Contact w/ terminal connection Door/window contact, recessed, terminal connection	$2.75	7.00	$19.25
3 CONDUCTOR LINE CORD Power cord for AL600ULACM	$8.52	1.00	$8.52
Combo Tri Tech and keypad Reader (Single Gang) Brivo single gang bi-technology reader with keypad. Supports 125 kHz Proximity and 13.56MHz Smartcard credentials. Also Brivo Onair Pass (BCP) BLE enabled.	$510.00	7.00	$3,570.00
Access Power Controller w/ Power Supply/Charger Enclosure Access Power Controller w/ Power Supply/Charger, 8 Fused Relay Outputs, 12/24VDC @ 8A, FA, 115VAC, BC400 Enclosure	$450.00	1.00	$450.00
Engineering Engineering	$248.00	1.00	$248.00
Access Control Labor Access Control Labor	$5,750.00	1.00	$5,750.00
Safe and Sound Security AC Extended Warranty (Monthly) Warranty Coverage extending beyond standard labor warranty	$47.99	1.00	$47.99
		Access Control Sub Total	$16,022.35

Sub Total	$47,318.36
Tax	$2,685.49
Grand Total	$50,003.85

8.2 Video Surveillance System

Surveillance cameras will cover the entire perimeter of the Catt Road, LLC facility, a minimum of 20 feet from all entrances and exits, point of sale areas, internal and external areas where diversion of cannabis could potentially occur, and all limited-access areas.

Catt Road, LLC asserts that it will comply with the security requirements outlined in 188 WMC § 5.76.110(Q)(1) and ensure that the facility is well equipped with a video surveillance system that meets all of the following requirements:

1. Security cameras and digital storage of recordings will be maintained in good condition and used in an on- going manner, twenty-four hours per day, seven days per week.
2. The security system will maintain at least 90 days of digitally recorded video for each security camera in the licensed premises. Security footage will be stored in an MPEG4, MJPEG, H.264, or another format approved by the local licensing authority in writing.
3. Security cameras will provide adequate and sufficient coverage for the facility, which will include, but need to be limited to, all limited access areas, all areas of ingress and egress, point of sale, the public areas, storage areas, and any other areas as required by this 188 WMC § and the MAUCRSA.
4. The video surveillance system will be equipped with a failure notification system that provides prompt notification to the manager of record of Catt Road, LLC premises of any surveillance interruption or complete failure of the surveillance system that lasts longer than fifteen minutes.
5. The video surveillance system will have sufficient battery backup to support a minimum of fifteen minutes of recording in the event of a power outage.

The security camera system will have the ability to be monitored on a computer by any Catt Road, LLC employee in the position of Security Manager, CEO, COO, Operations Manager, and Security Agent. Security Agents will utilize live video surveillance when the business is operational to randomly document license plates, physical entry threats, and other potential threats.

Digital security recordings will be backed up and securely stored in Security Room for 365 calendar days. Please see security overlay for location.

Access to this room will only be granted to Catt Road, LLC's Security Manager, CEO, COO, Operations Manager, and Security Agents. Pursuant to 16 CCR § 5044, if a request is made for Catt Road, LLC to provide a copy of specific surveillance recordings, Catt Road, LLC will provide a copy of the recordings to the Riverside Sheriff's Department, Wildomar Council Officials who govern the cannabis program, The California Bureau of Cannabis Control, and any additional relevant government authorities in any form of law enforcement requests, whether it be digital or physical media, within the timeframe the authority requests.

8.2.1 Vendor

Catt Road, LLC will be contracting Safe and Sound Security for surveillance camera equipment. Safe and Sound Security is a security installer that stays on the cutting edge of technology. As the largest growing commercial security company in California, they have the experience and the expertise to help Catt

Road, LLC create the most effective security plan specific to the unique needs of both the industry and the goals of the company. Catt Road, LLC will also utilize Safe and Sound Security for the installation of exterior lighting as required by the WMC ordinance. The licensed contractor license number of Safe and Sound Security is:

The Alarm Company Operator (ACO) number of Safe and Sound Security is: 6672.

- Chown, Patrick Anthony
- 2300 Clayton Road, #1230
- Concord, CA, 94520-2100
- Contra Costa County

8.2.2 Locations/Angles of all Cameras

Security cameras and digital security recordings will be placed as highlighted in the Security Overlay. Please see section 8.8 below.

8.2.3 Power Failure

Pursuant to 16 CCR § 5043, if there is any connection interruption, power failure, or other circumstance that forces Catt Road's security camera system to cease recording for any amount of time, Catt Road, LLC's Cannabis's security manager and security agents will automatically be notified via an online notification.

8.3 Alarm System

The entire Catt Road, LLC facility will be a limited access area. Visitors and employees will enter the main Check- in/Lobby area.

Catt Road, LLC's approach towards securing points of entry and exit has begun with an independent site assessment that lays out a plan of physical access securing entry and exit points, see the Security Overlay in section 8.8.

8.3.1 Equipment

With the executive team of Catt Road, LLC bringing years of experience successfully securing high value cannabis operations, Catt Road, LLC understands the extremely pertinent need for a state-of-the-art intrusion detection system to safeguard stored legal cannabis, large amounts of money, and countless additional valuable assets within the Catt Road, LLC facility.

Catt Road, LLC will have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows, operated, and monitored by a security company licensed by the Department of Consumer Affairs, Bureau of Security and Investigative Services in compliance with 188 WMC § 5.76.110(Q)(2).

Catt Road, LLC will have intrusion detection sensors installed on entrance, exit, and window within the Catt Road, LLC dispensary to detect unauthorized entry. In addition, off-site state compliant 24-hour digital video recorded surveillance, armed security agents, a metal detector, metal detector wands, panic alarms, access control points, and ballistic proof walls will secure every entrance and exit of the Catt Road, LLC dispensary.

8.3.2 Vendor

Pursuant to 16 CCR § 5047, as a California Department of Consumer Affairs Bureau of Security and Investigative Services licensed alarm operator, Safe and Sound Security will be installing, maintaining, monitoring, and responding to any alerts generated by Catt Road, LLC's alarm and panic button system. Abiding by the definition of an alarm system pursuant to Bus. & Prof. Code § 7590.1(n), the alarm system will signal the presence of a hazard requiring urgent attention to which the police may respond. To ensure there will be comprehensive alarm coverage in the event of an emergency, the locations alarms will be placed are highlighted in the Security Overlay provided in section 8.8.

8.3.3 Records

Upon request from the Bureau of Cannabis Control, the Riverside Sheriff's Department, or any additional relevant government authority, Catt Road, LLC will provide any records related to the alarm system's operations, maintenance, and activity with 24 hours of the request.

8.4 Access Control

Catt Road, LLC will install access control systems at the point of entry for all restricted areas as means to prevent theft and diversion of cannabis products. Catt Road, LLC will again utilize the professionals of Safe and Sound Security for the installation of the access control system. The system installed will provide the following to the Catt Road, LLC team:

1. Continuous monitoring and tracking of entries and exits. No one gains access without proper authorization. An alert will sound when unauthorized access is attempted.
2. Extensive audit trail. This detailed information shows who was where, at what times, allowing you to better manage employee access.
3. Remote access if desired. Authorized personnel can make system changes and review audit trails from wherever they are.

To prevent unauthorized entry into limited-access areas, Catt Road, LLC will implement the following measures:

1. Posting signage at each entrance and exit of limited-access areas stating: "DO NOT ENTER - Limited-access area. Access limited to licensed personnel and authorized escorted visitors."
2. Positioning security cameras to ensure comprehensive coverage of all entrances and exits of limited-access areas.
3. Training Catt Road, LLC security agents to not allow any individuals into limited-access areas with the exception of specifically authorized Catt Road, LLC employees, and visitors.
4. Catt Road, LLC will install sensors at each entry and exit of each limited-access area.

8.4.1 Employee Badges

Pursuant to 16 CCR § 5043 Catt Road, LLC will provide all employees with security badges that must be worn at all times while engaging in Commercial Cannabis Activity. The employee badge for the: Co-Presidents, COO, CEO, Security Manager, Operations Manager, and Inventory Control Agents will include the following:

1. The Catt Road, LLC "doing business as" and license number
2. The employee's first name
3. The employee number uniquely assigned to the employee for identification purposes
4. A color photograph of the employee that is at least 1 inch in width and 1.5 inches in height
5. Lamination

The nameplate for Security Agents will be:

1. A nameplate that is at least 4 inches in width and 2 inches in height, with the first and last names of the security agent, and the word "SECURITY" at least three fourths inches high
2. Located at the chest level of the security agent

All employee badges will be linked into Catt Road, LLC's access control system and only employees that require access to limited and/or restricted areas will be granted so. Access control granted to each employee systematically and will only be modified as needed by the General Manager

8.4.2 Electronic Verification System

Ensuring due diligence is done on the identity, especially age, of Catt Road, LLC customers not only ensures the integrity of Catt Road, LLC's operations, but the safety of the community of Wildomar. With the proliferation of falsified identification, companies selling age-restricted items cannot adequately verify identification by merely visually inspecting a customer's identification.

Vendor

Catt Road, LLC will utilize Cova Cannabis Dispensary Point of Sale Software to facilitate all electronic identification verification, point of sale transactions, and data. Catt Road, LLC has selected COVA for their diligent and effective approach in regard to cyber security best practices, including: SSL encryption for all data utilized for each transaction both for all processing data and the backup thereof, and highly regarded third party cyber security certifications such as PCI-DSS Level 1.

Equipment

The specific equipment utilized to run the Cova Cannabis identification scan software will be a Socket Mobile CHS 7Ci 1D Imager Barcode Scanner.

Identification and Recordkeeping

To establish and operate a secure, successful legal cannabis business, heavy vetting must not only be conducted on potential employees and stakeholders, but to any potential vendor and individual who will access limited-access areas of the facility. Additionally, Catt Road, LLC will capture the following information and ensure it is digitally recorded.

Identification will be digitally verified through the Cova identity verification system which will then record name, date of entering, company, reason for entering the limited-access area, and times they entered and exited. These records will be securely backed up for a minimum of 365 calendar days.

8.5 Signage

In accordance with 188 WMC § 5.76.110(I), On-site signage for Catt Road, LLC's business that is viewable from the exterior of the facility will comply with all local signage laws applicable to the licensed premises, including Chapters 17.251 and 17.254 of the WMC code. Signage will not be designed to appeal to children, or contain any false or misleading statements, or make any misrepresentations. Catt Road, LLC will not advertise in a manner intended to encourage persons under twenty-one years of age to consume cannabis or cannabis products. Additionally, Catt Road, LLC will not make any claims that a product is safe because it is tested. All advertisements, including off-site advertising signs, will comply with 188 WMC § 15 of MAUCRSA.

A sign will be posted in a conspicuous place near each point of public access which will be not less than twelve inches wide and twelve inches long, composed of letters not less than one inch in height, stating **"All Activities Monitored by Video Camera."**

In accordance with 16 CCR § 5042, all limited access areas will be clearly identified by the posting of a sign which shall be not less than twelve inches wide and twelve inches long, composed of letters not less than one-half inch in height, which will state, **"Limited Access Area—Authorized Personnel Only."**

Additionally, in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at Catt Road, LLC's premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."**

In compliance with 188 WMC § 5.76.110(K), Catt Road, LLC will display a copy of its local license in a conspicuous place at or near the entrance to the facility.

Finally, and pursuant to 16 CCR § 5031, Catt Road, LLC will post a 14"x10" sign near the entrance that states **"Persons under twenty-one years of age are not permitted on these premises".**

8.6 Lighting

In compliance with 188 WMC § 5.76.110(Q)(4), Catt Road, LLC will ensure all facility entrance(s) and all window areas will be illuminated during evening hours. Catt Road, LLC will comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding. In compliance of 188 WMC § 8.64.140 of the WMC, Catt Road, LLC will ensure that the minimum source efficacy to be used for light fixtures used in public right-of-way illumination will be 60 lumens per watt.

Catt Road, LLC will utilize the expertise of Safe and Sound Security for the installation of superior lighting that meet the above criteria. Safe and Sound Security will be installing 2500K LED lights to the exterior of the facility. LED lights, and specifically those at a temperature of 2500K, have a drastically lower amount of glare compared to a CFL or Incandescent light which maximizes the effectiveness of the facilities surveillance system.

To ensure there is a compromise between providing sufficient light to customers, employees while ensuring all exterior portions of the building and the property are visible to Catt Road, LLC's security monitoring system, lighting will be placed as highlighted in Security Overlay provided in section 8.8.

8.7 COMMERCIAL GRADE LOCKS

In compliance with 188 WMC § 5.76.110(Q)(5), Catt Road, LLC will ensure all points of ingress and egress to the premises are reinforced with commercial-grade, nonresidential door locks and window locks.

Pursuant to 16 CCR § 5043, Catt Road, LLC will be utilizing locks on all entrances and exits that are not solely controlled electrical components. Therefore, a power failure will not open a vulnerability pertaining to accessing the Catt Road, LLC dispensary.

8.8 NOTIFICATION OF LOCAL LICENSING AUTHORITY AND LAW ENFORCEMENT

Pursuant to 188 WMC § 5.76.110(Q)(6), Catt Road, LLC will notify the local licensing authority and the appropriate law enforcement authorities within twenty-four hours after discovering any of the following:

- Significant discrepancies identified during inventory; Pursuant to 16 CCR § 5034, a significant discrepancy is defined as three percent (3%) or greater difference between the actual inventory compared to records pertaining to the inventory of average monthly sales.
- Diversion, theft, loss, or any criminal activity involving the retailer or any employee or agent of the retailer;
- The loss or unauthorized alteration of records related to cannabis, cannabis patients, primary caregivers, or retailer employees or agents; or
- Any other breach of security.

Pursuant to 16 CCR § 5036, the Security Manager will contact the Riverside Sheriff's Department, and will complete a Notification and Request Form (BCC-LIC-027) to notify the Bureau of Cannabis Control, within 24 hours of discovering the discrepancy.

PUBLIC ENTRY
LOBBY 237 S.F.
SECURITY CHECKPOINT
RECEPTION 48 SF
RETAIL AREA 2,226 S.F.
TOTAL CANNABIS 3,936 SF
DISPOSAL RM 75.5 S.F.
CIRCULATION 114 S.F.
VAULT 382 S.F.
CIRCULATION 183 S.F.
BATH RM. 74 SF
JANITOR 24.5 SF
DELIVERY/ STORAGE RM 94 S.F.
MANAGER OFFICE 123 S.F.
SECURITY SYSTEM 21 S.F.
GENERAL OFFICE 99 S.F.
BREAK AREA 158 SF
LEGEND
PUBLIC ACCESS
LIMITED GRANTED PUBLIC ACCESS
AUTHORIZED EMPLOYEE ACCESS ONLY
EMPLOYEE ACCESS ONLY
CIRCULATION
EXIT SIGN
FIRE EXTINGUISHER
ADA PATH OF TRAVEL
EMERGENCY EGRESS PATH
SMOKE DETECTOR
SECURITY CAMERA (33- INSIDE DISPENSER & 6- OUTSIDE DISPENSER)
SECURITY FLOOR PLAN
N

8.9.1 Operational Security

In addition to systematic security, Catt Road, LLC will create operational roles that ensure safety is integrated into day-to-day activities. Members of all four employee groups (CEO, Security Manager, Operations Managers, Retail Sales Associates, Inventory Control Agents), and additionally a minimum of two Security Agents, will be present for all operating hours.

8.9.1.2 Roles and Responsibilities

The Chief Executive Officer (CEO) of Catt Road, LLC will hold the following responsibilities pertaining to security:

1. Facilitating Catt Road, LLC Security Policy training.
2. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
3. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
4. Possessing the knowledge of how to operate CCTV camera footage and recover specific CCTV recordings.
5. Preventing the hiring of persons under the age of 21 in accordance with 188 WMC § 5.76.110(D).

The Security Manager of Catt Road, LLC will ensure smooth operation of all security equipment and security agents, as well as be the designated security representative between Catt Road, LLC and law enforcement.

The four Operations Managers will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Possessing the knowledge of how to operate CCTV camera footage and recover specific CCTV recordings.

Dispatch will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Preventing, identifying, and reporting illegal public consumption and distribution of cannabis products.
4. Preventing persons under the age of 21 from entering and purchasing cannabis goods.

Inventory Control Agents will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Identifying and reporting inventory discrepancies.

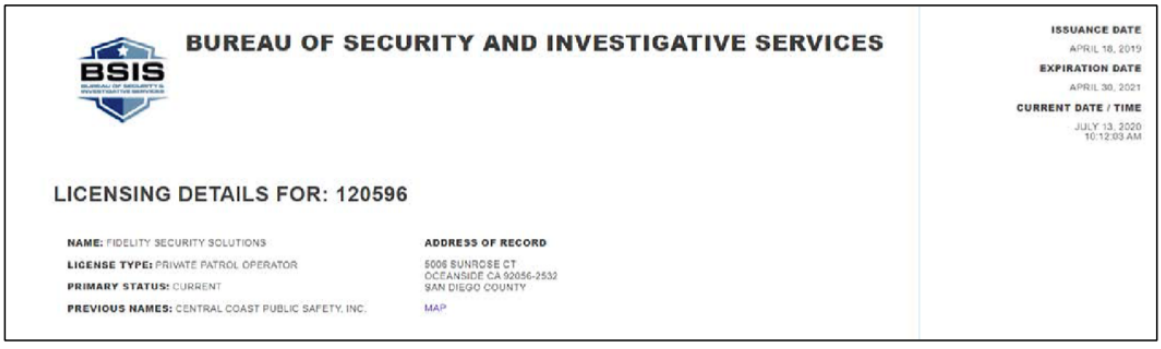
Security Agents will hold the following responsibilities pertaining to security:

1. Responding to emergencies, including, but not limited to, violence, emergencies as defined by the Emergency Action and Fire Prevention Plan, weapons in the facility, and breach of limited-access areas.
2. Responding to incidents pertaining to the Catt Road, LLC Security Exclusion, Physical Restraint, Physical Altercation, Weapon Incident, Employee Firearm, Contraband, and Counterfeit Money policies.
3. Possessing the knowledge of how to operate CCTV camera footage and recover specific CCTV recordings.
4. Maintaining security around the exterior of the Catt Road, LLC dispensary and the perimeter of the premises.
5. Monitoring the consistent operation of Catt Road, LLC security equipment, including, but not limited to, metal detectors, hand wands, motion detectors, CCTV cameras, panic alarms, sensors, and safes
6. Escorting individuals off of the property of Catt Road, LLC if they are on the property for a prolonged period of time, and not directly engaged in the commercial operations of Catt Road, LLC.

8.9.1.3 Security Guard Requirements

Pursuant to 16 CCR § 5045, as a licensed security guard by the Bureau of Security and Investigative Services, Fidelity Security Solutions will be contracted to provide armed security at the Catt Road, LLC dispensary, complying with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

- **Private Patrol Operator (PPO) License – #120596**
- **Motor Carrier Permit (MCP) – #CA528670**
- **USDOT (Federal Transport) – #3142025**



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

ISSUANCE DATE
APRIL 18, 2019
EXPIRATION DATE
APRIL 30, 2021
CURRENT DATE / TIME
JULY 13, 2020
10:12:03 AM

LICENSING DETAILS FOR: 120596

NAME: FIDELITY SECURITY SOLUTIONS
LICENSE TYPE: PRIVATE PATROL OPERATOR
PRIMARY STATUS: CURRENT
PREVIOUS NAMES: CENTRAL COAST PUBLIC SAFETY, INC.

ADDRESS OF RECORD
5006 SUNROSE CT
OCEANSIDE CA 92056-2532
SAN DIEGO COUNTY
MAP

8.9.1.4 Security Guards and Agents

Every individual who enters the property of Catt Road, LLC will be assessed as a potential threat, through on-site and off-site security cameras monitored by Catt Road, LLC's security agents. Pursuant to 16 CCR § 5044, these camera recordings will be recorded and digitally backed up for a minimum of 365 days. The interior and exterior of the building, and the perimeter of Catt Road, LLC premises will be patrolled by 1 armed Private Security Company guard to prevent loitering, and potential crime including but not limited to unlawful distribution, and consumption of cannabis in a public area. Security guards will be present during all normal business hours as well as 1 hour before and after normal business hours. This additional time will be provided additional security for employees who report in early or stay late to perform opening and closing procedures. Security guards will always escort employees entering or exiting the premises during non-daylight hours.

8.9.1.5 Customer Safety

Customer safety is extremely important to the Catt Road, LLC team. Catt Road, LLC will create a safe environment for its patrons through employing an elaborate security plan as defined above and also creating a clean and safe environment.

In accordance with 188 WMC § 5.76.110(P), Catt Road, LLC will ensure that its facility is maintained in a sanitary manner and all activities are conducted in a sanitary manner. Catt Road, LLC will ensure the following conditions exist within the facility:

1. Adequate and sufficient access to bathrooms and hand-washing facilities with running water at a suitable temperature.
2. Hand-washing stations located where good sanitary practices require workers to wash or sanitize their hands and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
3. All workers that engage in the dispensing of edible cannabis products comply with the provisions of all relevant state and local laws regarding the preparation, distribution, and sale of food.

To maximize safety for the patrons, Catt Road, LLC will follow strict protocols of admittance, minimize the number of customers in the store at one time, and ensure that customers do not linger anywhere on the premises after business is concluded. These strictly enforced policies will minimize risks to customers as well as employees and the surrounding community.

8.9.1.6 Business Safety

To ensure the safety and success of the business, operational procedures have been developed to maintain complete control and transparency on inventory and sales transactions.

8.9.2 Inventory Recordkeeping and Auditing

Pursuant to 16 CCR § 5423 and 16 CCR § 5424, for each inventory shipment, the following points will be digitally recorded and securely backed up for a minimum of 365 days:

1. The time the delivery has been scheduled
2. The time the delivery is scheduled for
3. The time the delivery occurs
4. A description of each cannabis product received
5. An exact quantity of each item received
6. Any expiration dates provided on cannabis products
7. The name, license number, and contact information of the licensed distributor or licensed microbusiness who has transported the inventory to Catt Road, LLC
8. The name and identification of any employees of the licensed distributor or licensed microbusiness who are at the Catt Road, LLC facility at the time of inventory delivery
9. The total price of each incoming inventory item
10. The name of each employee recording the aforementioned information.

The collection of these data points will provide a comprehensive review on each respective distributor's expected delivery times, methods, and personnel, to make the process of receiving inventory as seamless as possible. These records will be audited nightly by Catt Road, LLC Operations Managers and monthly by Catt Road, LLC's COO.

8.9.3 Limited Cash Operation

All cash inventory and storage shall be monitored by 24-hour security cameras. Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in the walk-in safe room.

Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time.
The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a passcode.

Catt Road, LLC has selected Dunbar to transport cash from the facility location to the bank. Pick-ups will occur on Monday, Wednesday, and Friday. Cash will be securely stored in the vault until the Dunbar driver arrives.

8.9.4 Employee Safety and Policy

Physical or Verbal Harassment

Catt Road, LLC has a zero-tolerance policy towards all workplace harassment, violence, threats, and disorderly behavior, whether it is verbal or physical. This includes verbal or physical altercations on the property of Catt Road, LLC, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues.

Employees and security agents are obligated to expeditiously report all threats, harassment, violence, and disorderly behavior to the Catt Road, LLC Security Manager, who will contact relevant law enforcement agencies if it is required. For an employee or member of security agents to report a physical altercation, the altercation must be witnessed in person or through security monitoring equipment including but not limited to Catt Road, LLC security cameras.

Weapons/Firearms

Weapons of any type are prohibited on company property without authorization from the Security Manager. The Security Manager of Catt Road, LLC is the sole individual authorized to determine which employees and security agents are authorized to possess a firearm while on Catt Road, LLC property. This will only be authorized if it is determined that allowing the individual possessing a firearm on company premises is necessary to secure the safety and security of the: Catt Road, LLC property, employees, customers, and the Wildomar Community.

If an employee or contracted security agents has not been authorized by the Security Manager to carry a firearm, the individual may not at any time possess any firearm while on company property, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues. Violation of this rule will result in immediate termination.

For any individual who is not a contracted security agent or who has not obtained authorization from the Catt Road, LLC Security Manager, weapons strictly prohibited from the Catt Road, LLC facility including, but not limited to:

1. Any device designed or commonly used to inflict injury or that could be interpreted as a weapon
2. Any firearm of any nature
3. A gun that discharges pellets, BBs
4. A device that discharges high amounts of electricity, commonly known as a stun gun
5. Any explosive, including firearm ammunition
6. Any knife
7. Any smoke or gas bomb
8. Any longbow, crossbow, recurve bow, or compound bow and arrows

An individual who is found possessing any of the aforementioned object(s) will immediately be restrained, identified, and reported to the Riverside Sheriff's Department, or additional applicable law enforcement by security agents.

Police Notification

The reasons Catt Road, LLC will contact the Riverside Sheriff's Department include but are not limited to:

1. Any incident as defined by the Weapon Incident Policy
2. Any crimes, as defined by the California Penal Code, committed on the property of 14 Bundy Canyon Road
3. Inventory discrepancies found, as pursuant to 16 CCR § 5034 and 16 CCR § 5036

If and when any of these issues arise, Catt Road, LLC's Security Manager will call the Riverside Sheriff's Department's number at (800) 950-2444

Emergency Contact Information

- Emergency - 911
- Riverside County Sheriff - 24-hour non-emergency Dispatch: 800-950-2444 or 951-776-1099
- California Highway Patrol - (800) 835-5247

8.9.5 Earthquake Emergency Protocol

In the event of an earthquake, Catt Road, LLC employees are instructed to:

If you are indoors:
a. Remain indoors and obtain shelter under a table or door frame that has a strong foundation.
b. Stay away from windows, ceiling fixtures, items that may become unstable.
c. If it is safe to do so, evacuate the building and relocate to the pre-arranged Assembly Area in the parking lot.

If you are outdoors:
a. Stay away from buildings, electrical infrastructure or equipment, and flammable infrastructure or equipment.
b. Relocate to the pre-arranged Assembly Area located in the parking lot.

8.9.6 Robbery Emergency Protocol

In the event of an armed intruder attempting to rob the Catt Road, LLC dispensary, Catt Road, LLC employees (not including contracted security agents) are instructed to do the following during the incident:

1. Assume any firearms the offender possesses are loaded.
2. Comply with instructions given by the offender, and answer all questions asked.
3. Do not attempt to disarm the offender.
4. Make mental notes on the appearance, clothing, and any items the offender touches when in the cannabis facility.
5. If you determine it is safe and viable to do so, initiate the panic alarm.

Immediately after the incident, Catt Road, LLC employees are instructed to do the following:

1. Halt all business operations and ensure limited-access areas are secure.
2. Notify the Riverside County Sheriff's Department.
3. Notify the Catt Road, LLC Safety Coordinator, Security Manager, and all senior staff.
4. Attend to the needs of any: staff, employees, customers, and visitors that were affected by the incident.

8.9.7 Safety Coordinator Responsibilities

The safety coordinator is responsible for the planning, evaluation, and execution of the EAFPP and should perform the following duties:

1. Review and update the EAFPP annually or as needed.
2. Conduct annual facility evacuation drills. Know the location of all fire extinguishers; pull alarms, and first aid kits. Ensure evacuation routes are posted and walkways remain clear at all times.
3. When an emergency alarm has been sounded, systematically check all areas to assure everyone has been evacuated.
4. If needed, post assistants along the evacuation route to guide people to the Assembly Area.
5. Assist mobility impaired persons to evacuate safely.
6. Keep people calm and informed.
7. Report to the Co-Presidents, Security Manager, or the on-scene Incident Commander.
8. If ordered by on-scene Incident Commander, move all people to the Assembly Area and inform people when it is safe to re-enter buildings. After a major earthquake, a person may not re-enter buildings until cleared by a qualified building inspector.
9. After the emergency incident has concluded, the Safety Coordinator will distribute and collect After Action Report Forms completed by employees and determine potential improvements for the EAFPP.

8.9.8 Emergency Roll Call Sheet

The Safety Coordinator is responsible for maintaining a current list of personnel at the facility on this form, retrieving this form during an emergency, and tracking where people are during an emergency.

Name	Phone Number	Status or Location

8.9.9 Emergency Contact Information

- Emergency - 911
- Riverside County Sheriff - 24-hour non-emergency Dispatch: 800-950-2444 or 951-776-1099
- California Highway Patrol - (800) 835-5247

After Action Report Form

The Safety Coordinator is responsible for distributing these forms after an incident has concluded, to all employees who were on Catt Road, LLC property at the time of the incident. After employees complete these forms, the Safety Coordinator will collect them, analyze the responses, and determine potential improvements to be made to the EAFPP.

8.10 Policy: Physical Altercation

Catt Road, LLC has a zero-tolerance policy towards all workplace harassment, violence, threats, and disorderly behavior, whether its verbal or physical. This includes physical or verbal altercations on the property of 23825 Catt Road, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues.

Employees and security agents are obligated to expeditiously report all threats, harassment, violence, and disorderly behavior to the Catt Road, LLC Security Manager or his designee, who will contact relevant law enforcement agencies if it is required. For an employee or member of security agents to report a physical altercation, the altercation must be witnessed in person or through security monitoring equipment including but not limited to Catt Road, LLC security cameras.

Emergency Contact Information

- Emergency - 911
- Riverside County Sheriff - 24-hour non-emergency Dispatch: 800-950-2444 or 951-776-1099
- California Highway Patrol - (800) 835-5247

8.11 Policy: Security Exclusion

Pursuant to 16 CCR § 5031, Catt Road, LLC will not allow any individual who is under 21 years of age to: become an employee of Catt Road, LLC, or enter the dispensary. This will be enforced by obligating customers to digitally verify their identify as they enter the Catt Road, LLC dispensary.

8.12 Policy: Weapon Incident

1. For any individual who is not a contracted security agent or who has not obtained authorization from the Catt Road, LLC Security Manager, weapons strictly prohibited from the Catt Road, LLC include but are not limited to:

1. Any device designed or commonly used to inflict injury or that could be interpreted as a weapon
2. Any firearm of any nature
3. A gun that discharges pellets, BBs
4. A device that discharges high amounts of electricity, commonly known as a stun gun
5. Any explosive, including firearm ammunition
6. Any knife
7. Any smoke or gas bomb
8. Any longbow, crossbow, recurve bow, or compound bow and arrows

An individual who is found possessing any of the aforementioned object(s) will immediately be restrained, identified, and reported to the Riverside County Sherriff's Department, or additional applicable law enforcement by security agents.

8.13 Policy: Employee Firearm Policy

Weapons of any type are prohibited on company property without authorization from the Security Manager. The Security Manager of Catt Road, LLC is the sole individual authorized to determine which employees and security agents are authorized to possess a firearm while on Catt Road, LLC property. This will only be authorized if it is determined that allowing the individual possessing a firearm on company premises is necessary to secure the safety and security of the: Catt Road, LLC property, employees, customers, and the Wildomar Community.

If an employee or contracted security agents has not been authorized by the Security Manager to carry a firearm, the individual may not at any time possess any firearm while on company property, in addition to any location where Catt Road, LLC is conducting business including but not limited to: partner business locations, trade shows, and company event venues. Violation of this rule will result in immediate termination.

8.14 Policy Physical Restraint

Catt Road, LLC defines physical restraint as physically controlling one or more persons to safely inhibit their ability to commit harm to themselves or others while on the Catt Road, LLC property.

Physical restraining any individual in the Catt Road, LLC, whether it is a Catt Road, LLC employee, customer, security agents, or business partner, will only be utilized as a last recourse. First, if there is an individual spotted within the perimeter of 14 Bundy Road who is attempting to harm themselves or others, contracted security agents will first attempt to verbally diffuse the situation. If the individual(s) fail to stop endangering themselves and surrounding individuals on the property, they will be restrained by security agents. If the individual is not violating of California or federal law, they will be escorted off of the Catt Road, LLC property. If they are in violation of California or federal law, they will remain restrained until law enforcement is notified, and arrives at the Catt Road, LLC property.

8.15 Policy: Contraband

Catt Road, LLC defines contraband as any of the following:

1. Alcoholic beverages, defined as pursuant to Bus. & Prof. Code § 23004
2. Any Dangerous Drug defined as pursuant to Bus. & Prof. Code § 4022
3. Unlicensed cannabis products
4. Paraphernalia related to illegal drugs or dangerous drugs

If any contracted security agents or Catt Road, LLC employee suspects that an individual(s) within the perimeter of the facility possesses contraband, security agents will confront the individual, and if it is found they are in possession of Catt Road, LLC defined contraband, they will be escorted off of the property.

8.16 Policy: Counterfeit Money

As per the United States Treasury's recommendations, if Catt Road, LLC employees have reason to suspect money they have received is counterfeit, they will: write down the time in which they received the counterfeit money, which will then be provided to the shift manager present at the time, who will obtain CCTV camera footage of the suspect's appearance and if possible, their vehicle's license plate number. The bill(s) suspected of being counterfeit will be secured in a plastic bag until they are received by law enforcement. After these steps have been completed, the manager on staff at the time will contact the Riverside County Sheriff's Department provide the agencies with the currency, and copies of any intelligence gathered such as digital recordings, descriptions, or any additional information gathered on the suspect.

8.17 Policy: Training for Employees

A security policy is the foundation of maintaining secure operational management within any aspect of the legal cannabis industry. Therefore, Catt Road, LLC will utilize a security and contingency training program for all employee, manager, and stakeholder training processes. A security policy is only as effective as the managers and vendors who are teaching and implementing said policy. With Zach Lazarus providing valuable expertise from developing successful security policies within the California cannabis industry, and AEGIS Security & Investigations Inc.'s years of providing effective security protocols and services, Catt Road, LLC will bring best security practices from both the cannabis and other high-risk industries, as well as the skills and personnel to adapt and effectively respond to future security threats. Security will be maintained by ensuring the policies that are implemented within Catt Road, LLC are taught in a practical, logical manner. This will be accomplished by creating separate security clearances for the Security Manager, Retail Manager, and Security Agent. Security Agents. These sectors of employees will have differing exposure to limited-access areas.

All employee training will be conducted in-house and in-person, directed by the Security Manager and Safety Coordinator, immediately upon an applicant accepting a job offer from Catt Road, LLC. Regardless of position and stature, all employees will adhere to the policies set forth in this security policy. A complete understanding of existing and potential risks is essential for all Catt Road, LLC employees to become better stewards towards the

community of Wildomar. The Security Manager, CEO, and COO will have an appropriate clearance level to access and operate Catt Road, LLC CCTV cameras, access all limited-access areas, and document inventory, they will be trained on these procedures and relevant equipment.

8.18 Record Keeping

Pursuant to 16 CCR § 5037, Catt Road, LLC will keep the following records related to security policy training for a minimum of seven years:

1. The names of employees who have received policy training, when they received said training, the and the name of the supervisor who provided the training.

9.1 Neighborhood Compatibility Plan

Catt Road, LLC seeks to be an asset and a beneficial resource for the surrounding community. Catt Road, LLC intends to accomplish this through operating a safe and compliant retail facility that can be trusted by the community to provide safe – high quality products in the least disruptive manner possible.

Catt Road, LLC intends to create a business that aligns with the values and goals of the City and the City Culture. Catt Road, LLC believes that through commitment to implementing industry best practices within its operation and the desire to develop a state-of-the-art facility that lends to the common goals of environmental and community safety, the city can rest assured that Catt Road, LLC will diligently work to be a great fit for Wildomar. Catt Road, LLC will diligently look for ways to improve operationally and give back to the community at every opportunity. Catt Road, LLC will incentivize community members who do not use cannabis products by donating a percentage of sales to local non-profits in order to support youth recreation, arts, culture, disabled veterans, substance abuse programs, and environmental sustainability programs. In turn, community members who do not use cannabis will see the addition of Catt Road, LLC as a positive impact for the City of Wildomar.

COMMUNITY RELATIONS LIAISON

In accordance with 188 WMC § 5.76.110(M) and OCC § 11-446(a), Catt Road, LLC has hired a professional mapping service to identify all businesses and residents within 600 ft. of the facility. As part of the company efforts to proactively address issues in the community, Catt Road, LLC will provide these businesses with the name, phone number, facsimile number, and email address of the on-site community relations representative. This will allow the nearby property owners to contact Catt Road, LLC directly regarding potential issues that arise as a result of our business or patrons. Additionally, this individual will be the primary contact that the city can contact regarding operating concerns associated with the Catt Road, LLC business operations. Catt Road, LLC will report any change in their community relations designee to the city within ten calendar days.

COMMUNITY RELATIONS DESIGNEE – Alex Dos Santos

Catt Road, LLC as designated Alex Dos Santos to serve as the company's Director of Public Relations.

Catt Road, LLC community liaison, Alex Dos Santos, will attend any and all meetings with the City Manager and/or other interested parties as deemed appropriate by the City Manager. Additionally, he will arrange and facilitate a neighborhood outreach meeting to collect feedback and concerns expressed by community members. Further public hearings will be held where Alex will provide details to the community on how any concerns will be addressed by the company.

Here, agenda topics will be to discuss costs, benefits, and other community issues arising as a result of implementation Commercial Cannabis businesses in the City. Catt Road, LLC will maintain the community liaison position and meet with the City Manager as often as deemed necessary. In addition to meeting with the City Manager the Community Relations Liaison will also do the following:

- Meet with the Police Chief regarding any security related measures or operation issues.

- Build, develop, and retain strong relationships with Catt Road, LLC business neighbors and clients.
- Public Relations; creating, managing, and promoting Catt Road, LLC within the Wildomar community.
- Formulate strategic marketing initiatives to increase brand recognition and equity within region.
- Identify, develop, and execute communication strategies.
- Present educational materials for internal staff and any public audiences.
- Resolve sensitive inquiries and/or complaints from internal staff, neighbors, and other persons within the community.
- Establish and maintain cooperative relationships with representatives of the community, participants, and public advocacy groups.
- Logging of marketing activities in CRM database.
- Attend relevant meetings and events within region as needed and/or required.
- Identify potential areas for growth.
- Act as Catt Road, LLC liaison to internal and external organizations.

PROACTIVE RESPONSE TO COMPLAINTS

Catt Road, LLC has planned its operation is a way to minimize impact to the surrounding community. Should operation drive disruption, the Catt Road, LLC will welcome the feedback so that, as a company, they are able to work to address the issues viewed as a nuisance. As such, Catt Road, LLC will provide means to collect feedback from both customers and neighbors through a couple of different means.

First, as mentioned Catt Road, LLC will distribute a designated company contact information throughout the community as an outlet for people to provide feedback on any concerns related to noise, light, odor, or traffic. Catt Road, LLC's Director of Community Relations will provide her name, telephone number, and email address to both local city officials and all businesses and residents within 600 ft. of the facility, whom they can contact should any problems result from the operation of the business. Catt Road, LLC also sees this as an opportunity to get to know the neighbors and let the community know we care for their overall wellbeing.

Secondly, Catt Road, LLC will post a complaint form on our website. This will be utilized for collecting complaints both from the community and customers. This form will generate an email directly to the Director of Public Relations, who will review them daily. The Director of Public Relations will share all operational concerns with the Director of Operations as well as hold weekly meetings with the Catt Road, LLC team to review and discuss the complaints. Once the complaint is addressed, protocols and process documents will be revised and/or store adjustments will be made. All complaints will be recorded and kept on file and will be provided to the City of Wildomar officials upon request. Catt Road, LLC, is again, dedicated to supporting the community and will take any and all reasonable actions to minimize disruption to neighboring members of the community.

Below is an example of the complaint form we will make via the company website:

Customer Complaint Form

Name	
First Name	Last Name
Contact Information	
Phone Number	Email
Complaint Type	
Product/Experience	Community Impact
Complaint Details	
Date Issue Occurred	
Preferred Resolution	
Would you like someone to contact you?	
Yes	No

9.2 NUISANCE PREVENTION – PROTECTION FOR NEIGHBORS AND THE COMMUNITY

FACILITY DESIGN AND APPEARANCE

Overall, the Catt Road, LLC team has put in much effort to design a facility that aesthetically integrates into the community, explored ways we can give back to the neighborhood through volunteerism and financial contributions, manage day to day activities in a way that is not disruptive to others, and manage all possible odors that may seem offensive to others.

Catt Road, LLC will ensure that the proposed location is professionally landscaped and remains free of debris. Any sign of graffiti, litter, or destruction will be addressed immediately to prevent the facility from becoming an eye sore to the community. Pursuant to 188 WMC § 5.76.120(B), Cannabis, cannabis products and cannabis paraphernalia will not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

SIGNAGE AND ADVERTISING

In accordance with 188 WMC § 5.76.110(I), On-site signage for Catt Road, LLC's business that is viewable from the exterior of the facility will comply with all local signage laws applicable to the licensed premises, including Chapters 17.251 and 17.254 of the WMC code. Signage will not be designed to appeal to children, or contain any false or misleading statements, or make any misrepresentations. Catt Road, LLC will not advertise in a manner intended to encourage persons under twenty-one years of age to consume cannabis or cannabis products. Additionally, Catt Road, LLC will not make any claims that a product is safe because it is tested. All advertisements, including off-site advertising signs, will comply with 188 WMC § 15 of MAUCRSA.

FACILITY LIGHTING

In compliance with 188 WMC § 5.76.110(Q)(4), Catt Road, LLC will ensure all facility entrance(s) and all window areas will be illuminated during evening hours. Catt Road, LLC will comply with the city's lighting standards regarding fixture type, wattage, illumination levels, and shielding. In compliance of 188 WMC § 8.64.140 of the WMC, Catt Road, LLC will ensure that t

While Catt Road, LLC will require outdoor lighting to ensure the effectiveness of the security equipment, the team will be mindful of the surrounding neighbors, and, by all means possible, try to maintain minimal impact of nighttime lighting that may be disruptive.

ODOR MITIGATION

The Catt Road, LLC facility will also be equipped with state-of-the-art equipment to mitigate any odors that may seem offensive to others. In compliance with 188 WMC § 17.315.080(A)(1), Catt Road, LLC will install a sufficient odor absorbing ventilation and exhaust system so that any odors generated inside the facility that is distinctive to its operation is not detected outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways,

hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public.

In order to control nuisances such as odors, humidity and mold, Catt Road, LLC will have the following professionally installed:

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
- An air system that creates negative air pressure between the facility's' interior and exterior so that the odors generated inside are not detectable outside.

By utilizing an efficient HVAC system that utilizes pre-filters, HEPA filters and Carbon Filters, Catt Road, LLC is confident that no odors will be detectable outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public.

ON SITE CONDUCT

Finally, our management team will ensure that the traffic in and out of the facility is respectful of the neighboring members of the community. Policies will be in place that strictly prohibits loitering in or around the facility and parking lots will be regularly monitored. Additionally, in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at Catt Road, LLC's premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."**

These efforts will work to prevent any and all noise related problems associated with people gathering on the premises. Ample on-site parking will serve to alleviate any pressures on community traffic or pedestrians.

10. Parking Analysis Plan

PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

PARCEL 3 - RETAIL SPACE
BLDG AREA - 6,076 SF
6,076 SF (6/1000) = 36.46 STALLS

TOTAL PARKING REQUIRED FOR CENTER = **58** STALLS

PARKING PROVIDED
WHOLE SITE = **73** PARKING STALLS PROVIDED.

BREAKDOWN OF PARKING:
STANDARD PARKING STALLS = 39
ACCESSIBLE PARKING STALLS = 4 (MEETS MINIMUM PER CBC 2022 AND CITY CODE 17.188.050) (INCL. 3 ACCESSIBLE VAN STALLS AS REQ'D)
VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)

BICYCLE PARKING

1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)

1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.

91 (TOTAL VEHICLE PARKING) / 33 = 2.75

TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED

PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

915SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

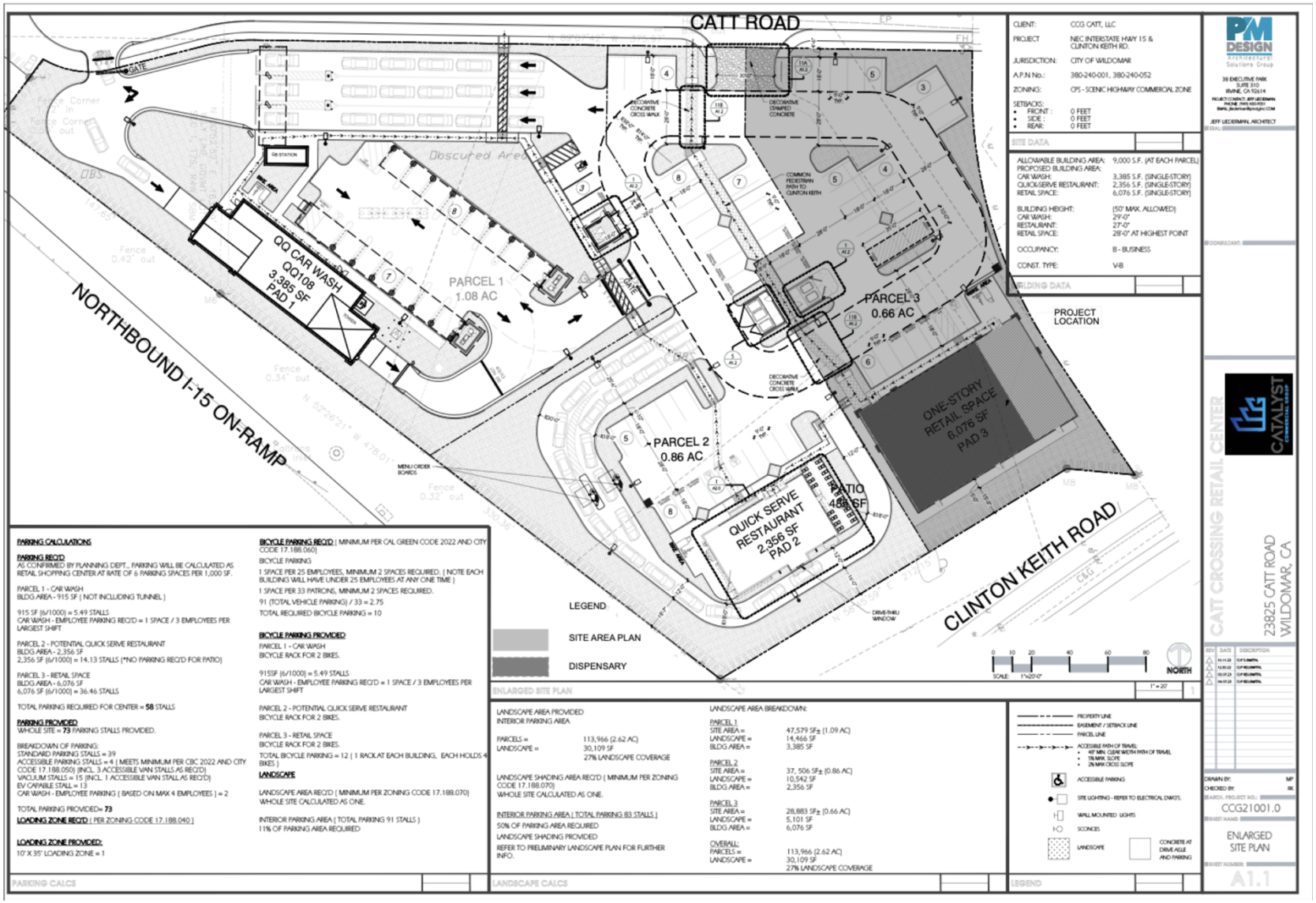
TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

PARKING CALCS		



PARKING CALCULATIONS

PARKING REQ'D
AS CONFIRMED BY PLANNING DEPT., PARKING WILL BE CALCULATED AS RETAIL SHOPPING CENTER AT RATE OF 6 PARKING SPACES PER 1,000 SF.

PARCEL 1 - CAR WASH
BLDG AREA - 915 SF (NOT INCLUDING TUNNEL)

915 SF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BLDG AREA - 2,356 SF
2,356 SF (6/1000) = 14.13 STALLS (*NO PARKING REQ'D FOR PATIO)

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VACUUM STALLS = 15 (INCL. 1 ACCESSIBLE VAN STALL AS REQ'D)
EV CAPABLE STALL = 13
CAR WASH - EMPLOYEE PARKING (BASED ON MAX 4 EMPLOYEES) = 2

TOTAL PARKING PROVIDED= **73**

LOADING ZONE REQ'D (PER ZONING CODE 17.188.040)

LOADING ZONE PROVIDED:
10' X 35' LOADING ZONE = 1

BICYCLE PARKING REQ'D (MINIMUM PER CAL GREEN CODE 2022 AND CITY CODE 17.188.060)
BICYCLE PARKING
1 SPACE PER 25 EMPLOYEES, MINIMUM 2 SPACES REQUIRED. (NOTE EACH BUILDING WILL HAVE UNDER 25 EMPLOYEES AT ANY ONE TIME)
1 SPACE PER 33 PATRONS, MINIMUM 2 SPACES REQUIRED.
91 (TOTAL VEHICLE PARKING) / 33 = 2.75
TOTAL REQUIRED BICYCLE PARKING = 10

BICYCLE PARKING PROVIDED
PARCEL 1 - CAR WASH
BICYCLE RACK FOR 2 BIKES.

91SSF (6/1000) = 5.49 STALLS
CAR WASH - EMPLOYEE PARKING REQ'D = 1 SPACE / 3 EMPLOYEES PER LARGEST SHIFT

PARCEL 2 - POTENTIAL QUICK SERVE RESTAURANT
BICYCLE RACK FOR 2 BIKES.

PARCEL 3 - RETAIL SPACE
BICYCLE RACK FOR 2 BIKES.

TOTAL BICYCLE PARKING = 12 (1 RACK AT EACH BUILDING, EACH HOLDS 4 BIKES)

LANDSCAPE

LANDSCAPE AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 83 STALLS)
50% OF PARKING AREA REQUIRED
LANDSCAPE SHADING PROVIDED
REFER TO PRELIMINARY LANDSCAPE PLAN FOR FURTHER INFO.

LANDSCAPE AREA PROVIDED
INTERIOR PARKING AREA

PARCELS = 113,966 (2.62 AC)
LANDSCAPE = 30,109 SF
27% LANDSCAPE COVERAGE

LANDSCAPE SHADING AREA REQ'D (MINIMUM PER ZONING CODE 17.188.070)
WHOLE SITE CALCULATED AS ONE.

INTERIOR PARKING AREA (TOTAL PARKING 91 STALLS)
11% OF PARKING AREA REQUIRED

LANDSCAPE AREA BREAKDOWN:

PARCEL 1
SITE AREA = 47,579 SF± (1.09 AC)
LANDSCAPE = 14,466 SF
BLDG AREA = 3,385 SF

PARCEL 2
SITE AREA = 37, 506 SF± (0.86 AC)
LANDSCAPE = 10,542 SF
BLDG AREA = 2,356 SF

PARCEL 3
SITE AREA = 28,883 SF± (0.66 AC)
LANDSCAPE = 5,101 SF
BLDG AREA = 6,076 SF

OVERALL:
PARCELS = 113,966 (2.62 AC)
LANDSCAPE = 30,109 SF
27% LANDSCAPE COVERAGE

PROPERTY LINE
EASEMENT / SETBACK LINE
PARCEL LINE
ACCESSIBLE PATH OF TRAVEL:
- 48" MIN. CLEAR WIDTH PATH OF TRAVEL
- 5% MAX. SLOPE
- 2% MAX CROSS SLOPE

ACCESSIBLE PARKING
SITE LIGHTING - REFER TO ELECTRICAL DWGS.
WALL MOUNTED LIGHTS
SCONCES
LANDSCAPE
CONCRETE AT DRIVE AISLE AND PARKING

CLIENT:	CCG CATT, LLC
PROJECT	NEC INTERSTATE HWY 15 & CLINTON KEITH RD.
JURISDICTION:	CITY OF WILDOMAR
A.P.N No.:	380-240-001, 380-240-052
ZONING:	CPS - SCENIC HIGHWAY COMMERCIAL ZONE
SETBACKS:	
• FRONT :	0 FEET
• SIDE :	0 FEET
• REAR:	0 FEET

SITE DATA

ALLOWABLE BUILDING AREA:	9,000 S.F. (AT EACH PARCEL)
PROPOSED BUILDING AREA:	
CAR WASH:	3,385 S.F. (SINGLE-STORY)
QUICK-SERVE RESTAURANT:	2,356 S.F. (SINGLE-STORY)
RETAIL SPACE:	6,076 S.F. (SINGLE-STORY)
BUILDING HEIGHT:	(50' MAX. ALLOWED)
CAR WASH:	29'-0"
RESTAURANT:	27'-0"
RETAIL SPACE:	28'-0" AT HIGHEST POINT
OCCUPANCY:	B - BUSINESS
CONST. TYPE:	V-B

BUILDING DATA

PM DESIGN
Architectural Solutions Group
30 EXECUTIVE PARK
SUITE 310
IRVINE, CA 92614
PROJECT CONTACT: JEFF LIEDERMANN
PHONE: (949) 450-0501
EMAIL: jliedermann@pmdgla.com
JEFF LIEDERMANN, ARCHITECT
SEAL:
CONSULTANTS:

CATALYST COMMERCIAL REAL ESTATE

CATT CROSSING RETAIL CENTER
23825 CATT ROAD
WILDOMAR, CA

REV	DATE	DESCRIPTION
1	03.11.22	CLIP'S SMITH
2	12.30.22	CLIP'S BELLSMITH
3	03.07.23	CLIP'S BELLSMITH
4	04.07.23	CLIP'S BELLSMITH

DRAWN BY: MP
CHECKED BY: RK
MARCH, PROJECT NO.: CCG21001.0
SHEET NAME: ENLARGED SITE PLAN
SHEET NUMBER: A1.1

PARKING CALCS | LANDSCAPE CALCS | LEGEND | ENLARGED SITE PLAN | 1" = 20'

10.1 Factors to Mitigate Parking Impacts to Neighbors

Catt Road, LLC certainly wants to ensure that by adding a commercial cannabis retail facility to the Catt Road Crossings Retail Center that measures are in place to eliminate parking impacts to existing businesses in the retail center. In fact, in the experience of the CEO, neighboring businesses will actually benefit from the additional traffic created by adding a Cannabis Retail Facility to a shopping plaza. This is because new customers come to the plaza that may not have visited it previously. A customer may stop to by cannabis will then eat at one of the restaurants in the plaza, or shop at the market. It is a win-win for both businesses.

In order to mitigate the impact of parking on the neighbors in Catt Road Crossings Retail Center, Catt Road, LLC will do the following:

1. Ask customers to shop briefly during busy times during the day.
2. Ensure that there is ample staffing to quickly process customers during key times of the day. This includes lunch time and in the evening.
3. Provide information regarding the surrounding businesses to encourage shoppers at Catt Road, LLC to patronize the other businesses.
4. Post bus routes and encourage shoppers to utilize the Riverside Transit Agency (routes 8 and 23).
5. Encourage customers to ride their bikes to the store and offer on-site bicycle racks.

11. Waste Disposal Plan

Catt Road, LLC has reviewed the Wildomar Municipal Code to understand the rules and requirements for handling waste generated from its facility. Catt Road, LLC asserts that all waste will be handled in accordance to 188 WMC § 5.76.110(O), Section 5054 (Destruction of Cannabis Goods Prior to Disposal) of Title 16, Division 42 of the California Code of Regulations, as well as other state and federal laws. Cannabis waste will be stored in a locked storage area dedicated strictly to cannabis waste.

11.1 Chemical, Dangerous, and Hazardous Waste

Catt Road, LLC understands that disposal of chemical, dangerous, or hazardous waste will be conducted in a manner consistent with federal, state, and local laws, regulations, rules or other requirements. Catt Road, LLC does not intend to generate hazardous or dangerous waste and chemicals used or stored on site will be limited to those required for proper sanitation.

Catt Road, LLC will ensure that all liquid waste generated by its facility and operations are disposed of in compliance with the Public Resources Code and any other applicable state and local laws, including laws regulating “organic waste” as defined in Public Resources Code section 42649.8(c). Catt Road, LLC will dispose of nonhazardous liquids with ph levels between 6 and 10 by mixing the liquid with copious amounts of water and poured down the sewer drain. Catt Road, LLC will treat anything without the following criteria as hazardous waste and will dispose of as such.

- They dissolve in water or are water-based.
- They are not a toxic waste.
- They are not a hazardous (chemical) waste
- They are not flammable.
- They are not corrosive.
- They are not reactive.

Catt Road, LLC will regularly consult with the California Department of Toxic Substance Control for a list of liquids that is considered safe to regularly dispose of and liquid chemicals considered to be a hazard to the environment.

Catt Road, LLC will look for every opportunity to reduce and manage any risk associated with hazardous waste, including solvents, chemicals, fuel, lighting, ballasts, batteries, and e-waste. Catt Road, LLC will store hazards in a sealed location at the facility until they are transferred to an appropriate hazardous waste treatment, storage, and disposal facility. Catt Road, LLC commits to looking for alternatives for hazardous material types needed for the operation of its cannabis facility, for example, Catt Road, LLC has committed to using LED lighting throughout the facility, which does not become hazardous at the end of its life.

When Catt Road, LLC finds that it is not able to feasibly avoid the use of hazardous, or potentially hazardous materials, Catt Road, LLC asserts that it will dispose of hazardous and chemical waste in a manner consistent with federal, state, and local laws.

11.2 Cannabis Waste

If Catt Road, LLC finds that any of its cannabis or cannabis product are contaminated, recalled, or otherwise rendered unusable, Catt Road, LLC will dispose of the cannabis or cannabis product. Catt Road, LLC's Inventory Control Specialist will promptly dispose any cannabis that was quarantined, contaminated, recalled, or unusable and products will be immediately removed from the site. Care will be taken to ensure these products are not be exposed to other products or the general public. In accordance with 16 CCR § 5054 (a), Catt Road, LLC will not dispose of cannabis goods, unless disposed of as cannabis waste, defined as waste that contains cannabis and that has been made unusable and unrecognizable.

11.2 Disposal Record

When cannabis must be disposed or destroyed, Catt Road, LLC will generate a record in COVA - POS System of the destruction or disposal. Catt Road, LLC's Inventory Control Specialist and Retail Store Manager will weigh the cannabis or cannabis concentrate which will be disposed of, then he/she will generate an inventory record of the disposal. Pursuant to 16 CCR § 5049(b)(C)(7), the disposal record Catt Road, LLC will generate will include:

1. The name of the employee performing the destruction or disposal.
2. The reason for destruction and disposal.
3. The entity disposing of the cannabis waste.
4. The method of disposal
5. The date and time of disposal
6. The name of the agent performing the disposal

In accordance with 16 CCR § 5049(c), all waste disposal records all transactions will be entered into the track and trace system within 24 hours of occurrence.

11.2.1 Process to Render Waste Unusable – Compostable

Catt Road, LLC has prepared the following process to render waste unusable. This will occur on a weekly basis and be conducted by the Inventory Control Specialist while under video surveillance.

1. Identify products in the quarantine area ready for disposal
2. Sort Compostable and Non-Compostable Waste
3. Remove Compostable Waste from packaging
4. The Inventory Control Specialist will weigh the product and generate an inventory record in COVA - POS System
5. The marijuana is emptied into the Green Cycler

    a. Compostable Mixed Waste will be mixed with the following:

        i. Food waste

ii. Yard waste
iii. Vegetable based grease or oils

6. The Inventory Control Specialist will pour an equal amount of Vegetable Oil into the Green Cycler. For instance, if 1 ounce of marijuana is being rendered unusable, 1 ounce of Vegetable Oil will be mixed into the container

7. Using the lever on the Green Cycler, the Inventory Control Specialist will destroy the compostable cannabis waste
8. The Inventory Control Specialist will repeat this process until all quarantined items are rendered unusable.
9. Upon completion, the Inventory Control Specialist will empty the container in a biodegradable bag.
10. This bag will be placed inside the Waste Receptacle Labeled “Compostable Mixed Waste”.
11. A permitted waste company will be contacted to pick-up the waste for transport to a compost or anaerobic digester facility.

11.2.3 Process to Render Waste Unusable –Non-Compostable

Catt Road, LLC has prepared the following process to render waste unusable. This will occur on a weekly basis and be conducted by the Inventory Control Specialist while under video surveillance.

1. Identify products in the quarantine area ready for disposal
2. Sort Compostable and Non-Compostable Waste
3. Remove Non-Compostable Waste from packaging
4. The Inventory Control Specialist will weigh the product and generate an inventory record in COVA - POS System
5. The Non-Compostable Waste is emptied into the Green Cycler
6. Using the lever on the Green Cycler, the Inventory Control Specialist will destroy the Non-Compostable Cannabis Waste
7. The Inventory Control Specialist will repeat this process until all quarantined items are rendered unusable.
8. The Inventory Control Specialist will take shredded paper from the office and mix that with the Non- Compostable Cannabis Waste
    1. Non-compostable Mixed Waste will be mixed with the following:
        i. Paper waste
        ii. Cardboard waste
        iii. Plastic waste
        iv. Soil
9. Upon completion, the combined waste will be placed into a biodegradable bag.
10. This bag will be placed inside the Waste Receptacle Labeled “Non-Compostable Mixed Waste”.
11. A permitted waste company will be contacted to pick-up the waste for transport to a landfill or incinerator.

11.2.3 Waste Storage Receptacles

Pursuant to 16 CCR § 5054(e), cannabis waste will be secured in a receptacle or area that is restricted to Catt Road, LLC's employees or an authorized waste hauler. Catt Road, LLC will put cannabis waste into 2 Waste Storage Receptacles, 1 for Compostable Mixed Waste and the other for Non- Compostable Mixed Waste.

The storage of will be bagged and stored in a locked 65-gallon waste containers. Waste equipment will be managed in a way that will prevent the unintentional conveyance of waste outside the storage area. The Waste Storage Receptacle will have the following features:

1. Constructed to be easily handled for collection;
2. Constructed of rust resistant and corrosion resistant materials;
3. Equipped with a tight fit lid or cover;
4. Watertight, leak proof, insect proof and rodent proof; and
5. Clearly marked "Cannabis Waste."

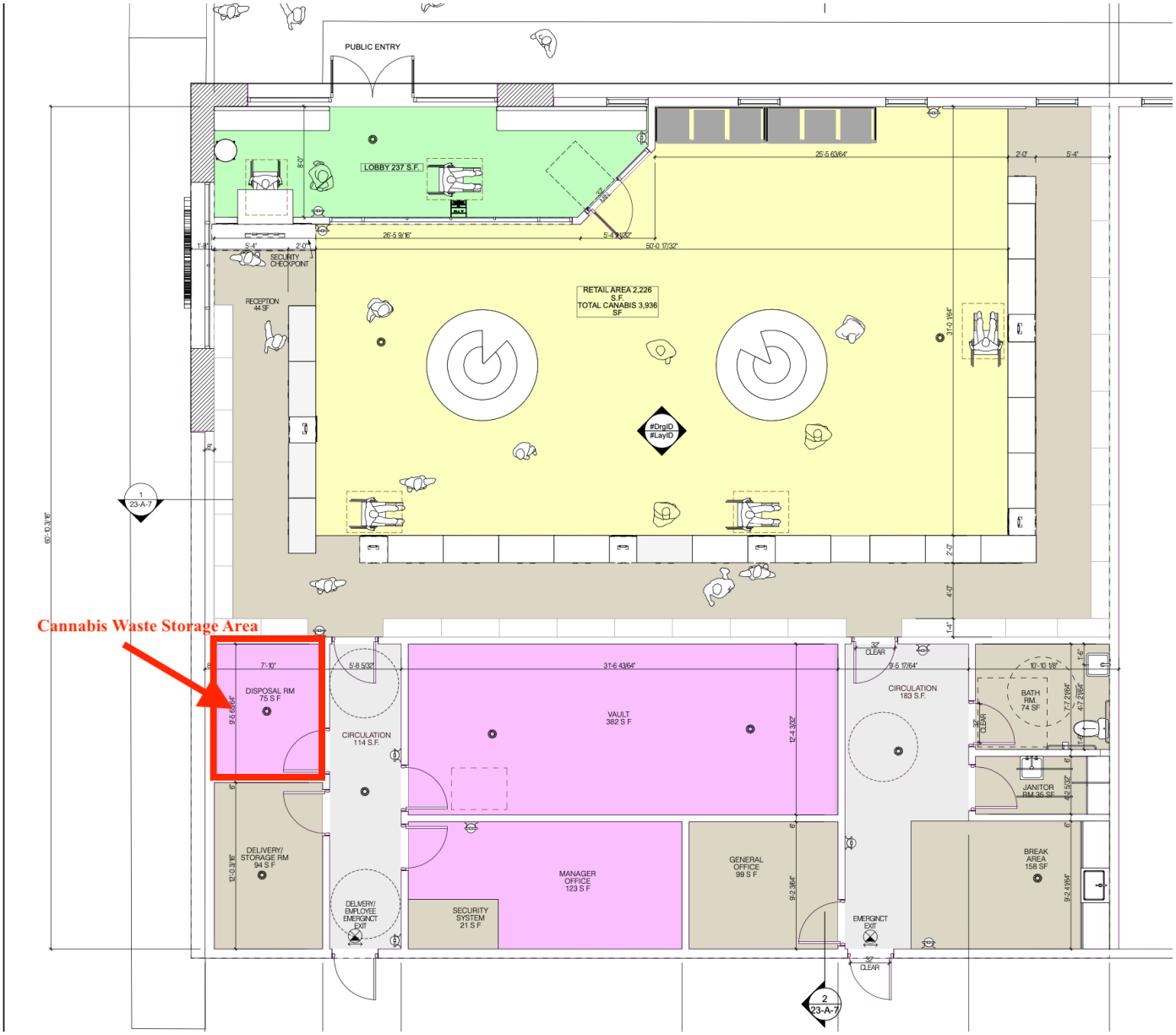
11.2.4 Cannabis Waste Storage Area

The Cannabis Waste Storage Area will located indoors to prevent contact with rainwater and be subject to routine inspection. Catt Road, LLC team will routinely clean the area and inspect for insects, rodents, birds, contaminants, and adulterants.

The discovery of any insects, rodents, or other pests will warrant immediate action and extermination using an Illinois exterminator.

Unless there is a spill or other event requiring more frequent sanitation, Catt Road, LLC will clean and sanitize all areas where cannabis is stored, both inside and outside, on a weekly basis.

(Waste Storage Area Indicated on Next Page)


PUBLIC ENTRY
LOBBY 237 S.F.
SECURITY CHECKPOINT
RECEPTION 44 SF
RETAIL AREA 2,226 S.F.
TOTAL CANABIS 3,936 SF
#DrgID
#LayID
Cannabis Waste Storage Area
DISPOSAL RM 75 S.F
CIRCULATION 114 S.F.
VAULT 382 S.F
CIRCULATION 183 S.F.
BATH RM. 74 SF
JANITOR RM 35 SF
DELIVERY/ STORAGE RM 94 S.F
MANAGER OFFICE 123 S.F
SECURITY SYSTEM 21 S.F
DELIVERY/ EMPLOYEE EMERGINCT EXIT
GENERAL OFFICE 99 S.F
EMERGINCT EXIT
BREAK AREA 158 SF
1 23-A-7
2 23-A-7

11.2.5 Chemical, Dangerous, and Hazardous Waste

Catt Road will ensure that all liquid waste generated by its facility and operations are disposed of in compliance with the Public Resources Code and any other applicable state and local laws, including laws regulating "organic waste" as defined in Public Resources Code section 42649.8(c). Catt Road will dispose of nonhazardous liquids with ph levels between 6 and 10 by mixing the liquid with copious amounts of water and poured down the sewer drain. Catt Road will treat anything without the following criteria as hazardous waste and will dispose of as such.

- They dissolve in water or are water-based.
- They are not a toxic waste.
- They are not a hazardous (chemical) waste
- They are not flammable.
- They are not corrosive.
- They are not reactive.

Catt Road will regularly consult with the California Department of Toxic Substance Control for a list of liquids that is considered safe to regularly dispose of and liquid chemicals considered to be a hazard to the environment.

Catt Road will look for every opportunity to reduce and manage any risk associated with hazardous waste, including solvents, chemicals, fuel, lighting, ballasts, batteries, and e-waste. Catt Road will store hazards in a sealed location at the facility until they are transferred to an appropriate hazardous waste treatment, storage, and disposal facility. Catt Road commits to looking for alternatives for hazardous material types needed for the operation of its cannabis facility, for example, Catt Road has committed to using LED lighting throughout the facility, which does not become hazardous at the end of its life.

When Catt Road finds that it is not able to feasibly avoid the use of hazardous, or potentially hazardous materials, Catt Road asserts that it will dispose of hazardous and chemical waste in a manner consistent with federal, state, and local laws.

Hauling Cannabis Waste

Catt Road, LLC will work directly with CR&R of Wildomar to arrange for the pickup of cannabis waste for transfer to a permitted solid waste facility for final disposition. Catt Road will meet with the CR&R at it's earliest convenience regarding any special or specific waste disposal requirements they may have for cannabis waste.

12. Odor Abatement Plan

Catt Road, LLC believes the positive benefits of actively managing air and water quality translates to the health and wellbeing of its customers and employees. Catt Road, LLC wants to create a space that is comfortable for customers and free of allergens while preventing any odors from reaching the outside of the facility. It is the team's ambition to reduce the impact on the surrounding community as a whole by eliminating undesirable odors, gases, or other potential hazards with relation to air quality.

Catt Road, LLC intends to operate a cannabis retail dispensary which will offer cannabis and cannabis infused products. It is the intent of Catt Road, LLC to maintain all product in sealed, smell proof packaging. Catt Road, LLC does not intend to cultivate or process cannabis products, and pursuant to 16 CCR § 5412, all packages that arrive to the facility will arrive in sealed retail packaging, which should minimize cannabis odor within or around the facility. However, Catt Road, LLC understands that cannabis products naturally have a unique aroma that some may find offensive. The Catt Road, LLC team has crafted an odor mitigation strategy that will create an environment that will be pleasant for customers and prevent the facility from becoming a nuisance to the surrounding community.

In compliance with 188 WMC § 17.315.080(A)(1), Catt Road, LLC will install a sufficient odor absorbing ventilation and exhaust system so that any odors generated inside the facility that is distinctive to its operation is not detected outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public.

In order to control nuisances such as odors, humidity and mold, Catt Road, LLC will have the following professionally installed:

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
- An air system that creates negative air pressure between the facility's' interior and exterior so that the odors generated inside are not detectable outside.

Catt Road, LLC will install a high-quality ventilation and air purification system, to ensure there is no cannabis odor outside the building. We will use industry favored and proven effective ventilation and air purification systems that will aid in maintaining a comfortable environment both for customers as well as surrounding neighbors. Cannabis products will be in sealed, smell-proof jars and packaging, which will further contribute to air quality and odor control measures.

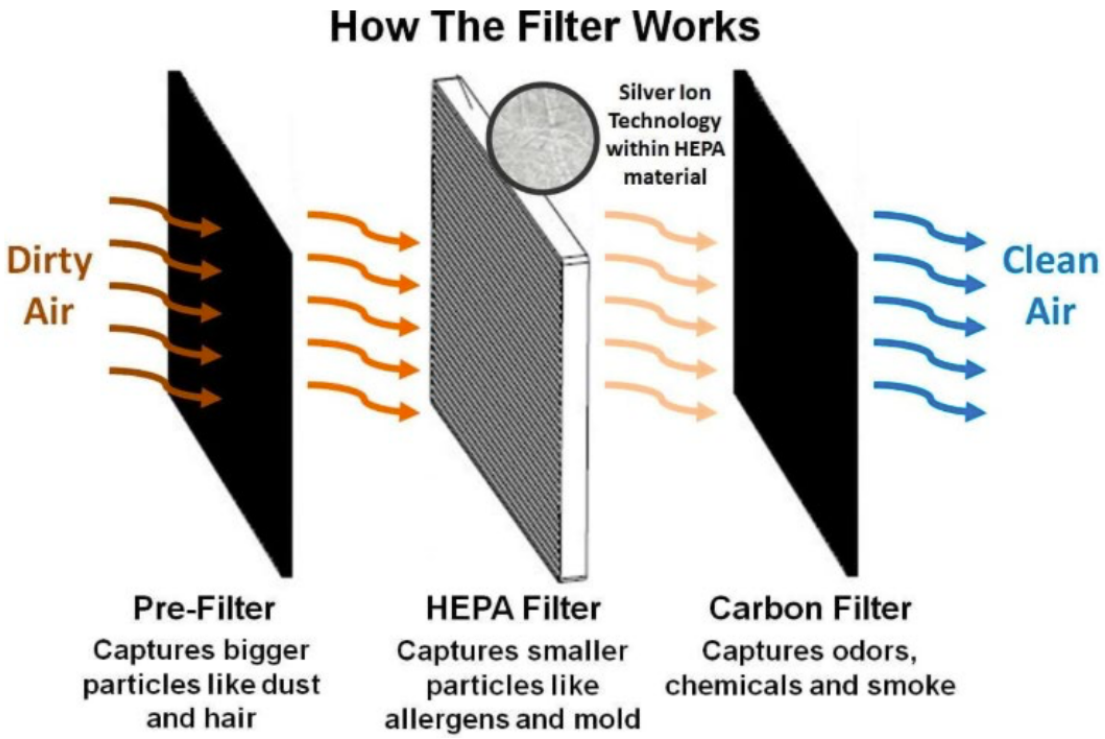
In order to provide an area that is safe and comfortable for employees as well as visitors, Catt Road, LLC will utilize a separate or zoned HVAC system capable of filtering the air. Such measures will include a comprehensive HVAC system that incorporates medical industry standard filtration, such as High Efficiency Particulate Air (HEPA) and High Efficiency Gas Absorption (HEGA) where appropriate. Similarly, any water entering the facility will also be filtered and, where appropriate, subjected to Ultraviolet (UV) purification. The goal is to reduce contaminants in the facility to prevent adulteration and ensure the highest quality products and experience for Catt Road, LLC customers.

Catt Road, LLC will ensure that the HVAC system is an air system which creates negative air pressure to help contain odors generated inside from escaping the building and being detectable outside or by neighboring establishments.

Given the unique nature of commercial cannabis retail, it is Catt Road, LLC intention to reduce odors inside where possible and eliminate any and all distinct odors from being detectable outside of the facility. These concerns have been largely mitigated in the retail environment by the pre-packaging of all products that will be available for sale. Based on solutions implemented in other industries, increasing offerings of industry specific solutions and technology will allow Catt Road, LLC to stay in compliance with the City of Wildomar expectations.

This will be generally accomplished by utilizing multiple filtrations, odor absorption and carbon "scrubbers" to rid the system exhaust of any odors. Activated carbon is an extremely effective absorptive odor control substance. An ozone generator will be placed upstream of the carbon filters. Ozone (O3) is also an effective odor control mechanism. In this case, it is used to help control out- going airstream odors and recharge the activated carbon filter media, extending the life of the media.

By utilizing an efficient HVAC system that utilizes pre-filters, HEPA filters and Carbon Filters, Catt Road, LLC is confident that no odors will be detectable outside of the operation's facility, anywhere on adjacent lots or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public.



13. Visitor Requirement Plan

13.1 Visitors

Catt Road, LLC will restrict access to any area within its facility containing cannabis for any individual who is not a registered employee of Catt Road, LLC's facility or employees of the state or local government who may enter the premises for the purposes of official government business. This will include outside vendors, contractors, or other individuals conducting business that requires access to the facility.

In accordance with section 5042 of the Bureau's regulations, all Visitors will be checked in and checked out through the proposed inventory control system to create records accompanying any visit to the facility. This record will include the name of the individual, the company the individual works for, the reason the individual entered the facility, the date, and the times the individual entered and exited the limited-access area. Using the proposed inventory control system appointment scheduler and employee

scheduler, visits will be pre-scheduled and assigned to one or more employees who will supervise the visitor when within the facility.

13.2 Visitors Identification and Record Requirements

In compliance with 188 WMC § 5.76.180(B), Catt Road, LLC will check the individual's valid government issued identification prior to permitting a visitor into any limited access area. Visitors will be asked to produce one of the following forms of acceptable identification pursuant to 16 CCR § 5402(b):

- A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, physical description, and a photo of the person;
- A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person; or
- A valid passport issued by the United States or by a foreign government.

The government issued ID will not be accepted if it has expired, damaged, or in any way not legible.

13.3 Visitors Must Be At Least Twenty-One Years of Age

Pursuant to 188 WMC § 5.76.110(E), Catt Road, LLC will not permit an individual less than twenty-one (21) years of age to enter, or be within, its licensed premises. Under no circumstances will anyone under the age of twenty- one be permitted to enter any limited access areas within Catt Road's facility.

13.4 Visitors Prohibited Conduct

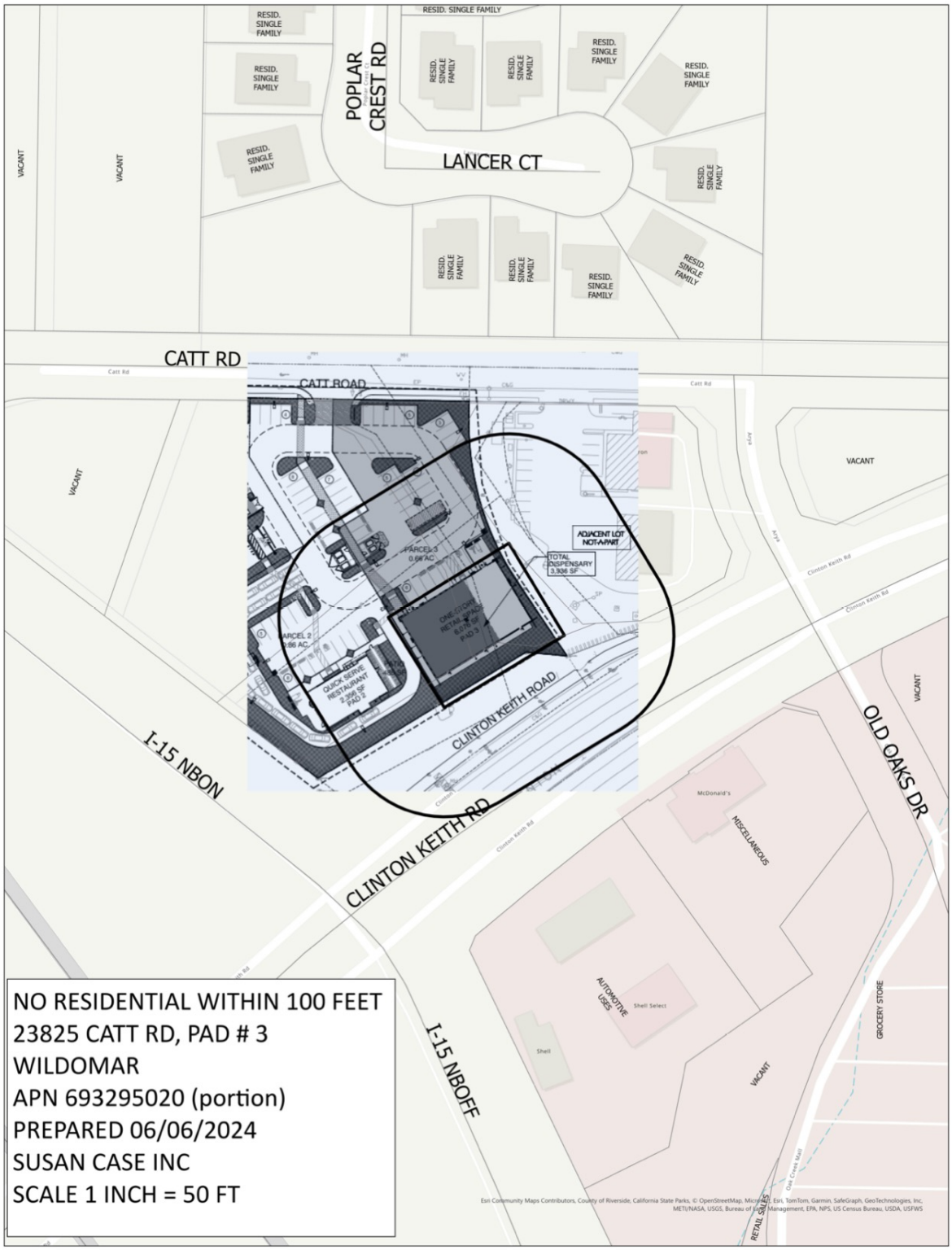
In accordance with 188 WMC § 5.76.180 (D), Catt Road, LLC will not permit a visitor to engage in the cultivation, preparation, processing, manufacturing, packaging, labeling, transportation, or sale of cannabis. All visitors within the facility will be limited to observation only and Catt Road, LLC will ensure all facility safety and sanitation policies are adhered to.

Further, and in compliance with 188 WMC § 5.76.110(G), Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at the premises will be strictly prohibited. This policy will be enforced anywhere on the premises including the actual building, as well as any accessory structures, common areas and parking areas. A sign will be posted at each entrance of the premises that clearly and legibly states, **"Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."** This policy will apply to all owners, employees, and visitors on the premises.

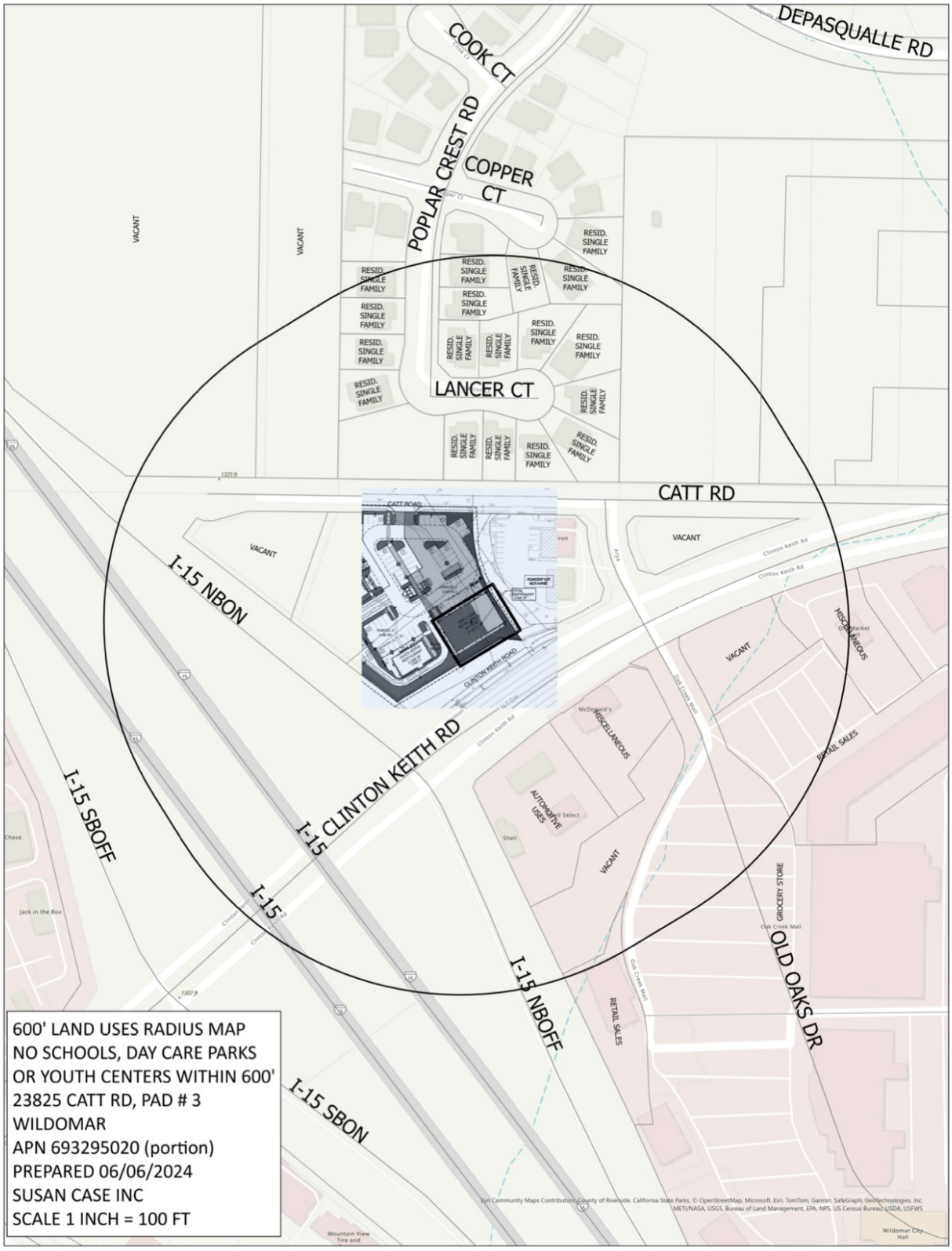
14. Radius Maps

In compliance with 188 WMC § 17.315.070 of the WMC (Ordinance 187)(A), Catt Road, LLC's facility is not located within 600 feet of a public or private school providing instruction in kindergarten or grades 1 through 12, a day care center (excluding small and large family day cares), a park or a youth center. Further, the facility is not located within 100 feet of any residential properties.

14.1 100’ Radius of Project Site



14.2 600’ Radius of Project Site



Attach F - Project Specifics Maps-Tables

Location Map/Aerial Photo Exhibit:

Surrounding Land Uses:

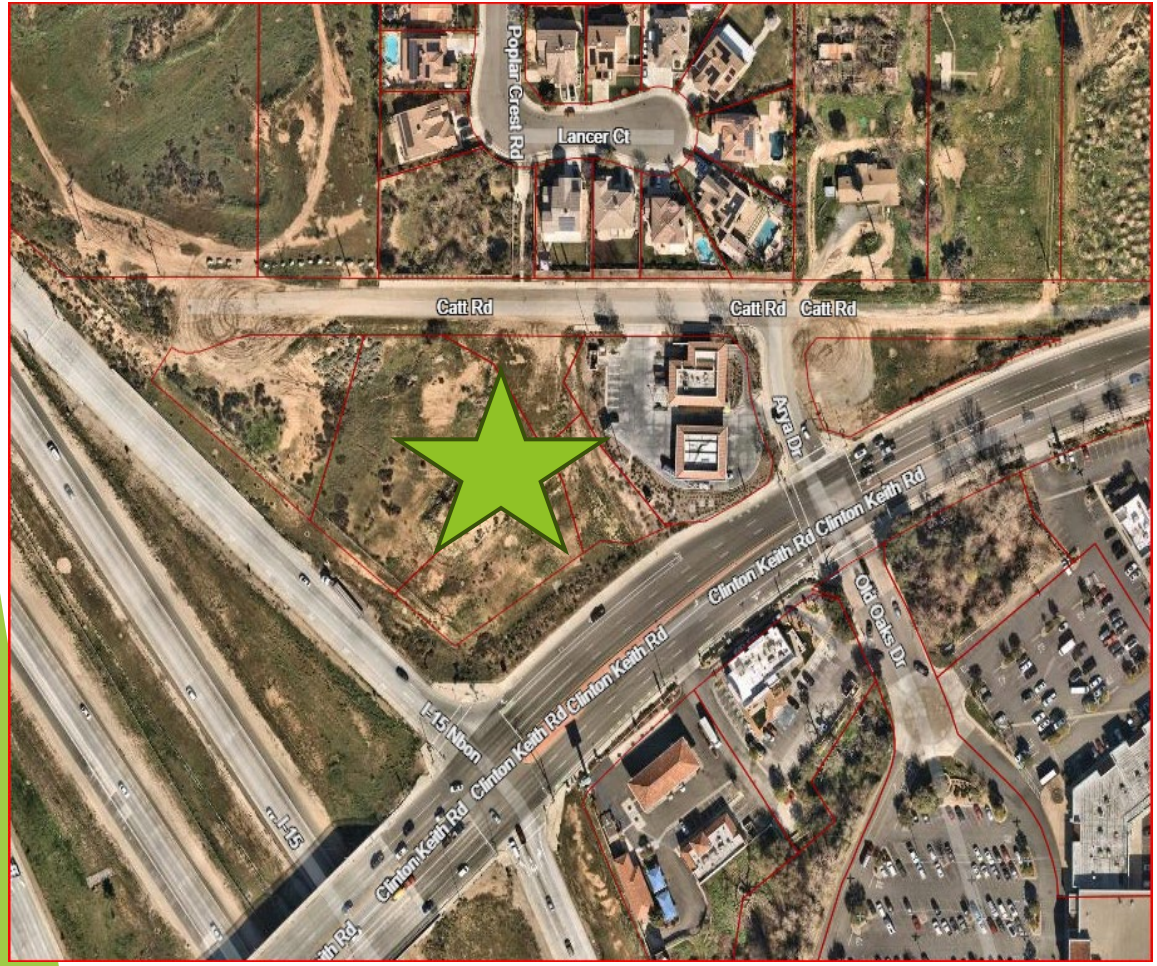
The project site encompasses approximately 2.62 +/- acres and is located at the NEC of Clinton Keith Road and I-15 Freeway. The project site is comprised of five (5) legal parcels zoned C-P-S (Scenic Highway Commercial) and is currently vacant. The Applicant is processing a Lot Line Adjustment (LLA) to accommodate the proposed development. The Chevron gas station is located immediately east of the site, Hartford Park community is northeast of the site and the approved Westpark Promenade project (not yet built) is located directly north. The table below summarizes the current uses, land use and zoning designations related to the project site and surrounding properties. T

ADJACENT LAND USE, GENERAL PLAN AND ZONING			
Location	**Current Land Use**	**Current GP Land Use Designation**	**Current Zoning Designation**
Subject Property	Vacant	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
North	Vacant / Westpark Promenade	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
South	Shell Gas Station	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
East	Chevron Gas Station	Commercial Retail (CR)	C-P-S (Scenic Highway Commercial)
West	I-15 Freeway	N/A	N/A

“The Cake House East” Retail Cannabis Proposal

City Council Meeting

November 13, 2024



Project Location

- **Located NEC of CKR & I-115 Freeway**
- **Catt Crossings Retail Center**

Project Applications:

The Applicant is seeking City Council approval for the following:

1) **Determination that the proposal meets the requirements for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class1) of CEQA;**
2) **Approval of CUP No. 24-0035 to establish a 3,936 s.f. retail cannabis business, subject to conditions; and**
3) **Approval of Development Agreement (DA) No. 24-0035 setting up DA fees/revenues for the City's general fund.**

Local License 24-0035:

- The Local License is not subject to Commission or Council review but is important in understanding the cannabis proposal.
- The Local License cannabis application package is extensive (see Attach E) and is required to provide the following items for staff review:
  - Authorization from the property owner, a copy of the executed lease agreement, organizational status language, and statement of qualifications.
  - Project description, Business/Operations Plan, Fire Protection Plan, "Safety/Security Plan", Waste Disposal Plan.
  - Odor Abatement Plan, Visitor Requirement Plan, and interior elevation details.

Local License 24-0035:

- The Applicant submitted the Local License Cannabis proposal package on April 23, 2024.
- The Local License proposal package was reviewed by City staff and Riverside County Fire Dept.
- Each required section noted on the previous slide was reviewed thoroughly by each department.
- After a final review, a determination was made by the City that all the required sections of the Local License Cannabis package satisfactorily met the standards of Ord. 188 (Sec. 5.76 of WMC).
- Therefore, the Planning Department approved and issued the Local License on June 24, 2024, in accordance with Sec. 5.76 of the WMC.
- Local License good for 2 years (6/24/26).

Conditional Use Permit / Development Agreement 24-0035:

- The Planning Commission reviewed the proposed CUP/DA at their Oct. 23, 2024, meeting and recommended approval to the City Council.
- The CUP/DA must also be reviewed by the City Council per Ord. 187 (Sec. 17.315 of WMC).
- The Applicant submitted the CUP/DA Cannabis proposal package on April 23, 2024.
- The CUP cannabis application package is required to provide the following:
  - Cannabis proposal package, authorization from the property owner, a copy of the executed lease agreement, and organizational status language.
  - Statement of qualifications, project description, neighborhood compatibility plan, parking discussion, 100' & 600' sensitive uses maps, and interior elevation details.

Conditional Use Permit 24-0035:

- The Cannabis proposal package was reviewed by City staff and the RCFD & RSO…..both of which have cleared the CUP/DA for approval.
- After a final review, a determination was made by the City that all the required sections of the CUP/DA Cannabis package satisfactorily met all standards of Ord. 187 (Chapter 17.315 of the WMC).

Development Agreement 24-0035 Provisions:

- Ordinance No. 187 requires the Applicant to enter into a Development Agreement with the City to establish DA fees as was approved for other retail cannabis businesses.
- The proposed development agreement will be for a 20-year period and will establish an annual fee (separate from the sales tax revenue) to be paid to the City by the Applicant for operating a cannabis business.

Development Agreement Provisions:

- The fees that the City and applicant have agreed have three (3) "deal points" as follows (refer to Section 3.2 of the DA):
  - $20.00 per gross sq. ft. of lease space - 3,936 square feet will generate approximately $79,260 annually to the general fund ($1,585,200 over the life of the DA).
  - 3% of gross receipts will be paid to the City (Years 1 – 5) - this revenue fee would generate approximately $75,000 annually based on the applicant's estimated annual sales revenue of about $2.5 million. The percentage will be renegotiated for years 6 - 20 (possible increase to 5% of gross receipts - approximately $125,000 annually)
  - Sales Tax & Measure AA Tax (2%) will generate about $50,000 annually.
  - Total revenue to the General Fund (years 1 -5) is estimated to be $200,000 annually ($1,000,000 total)….

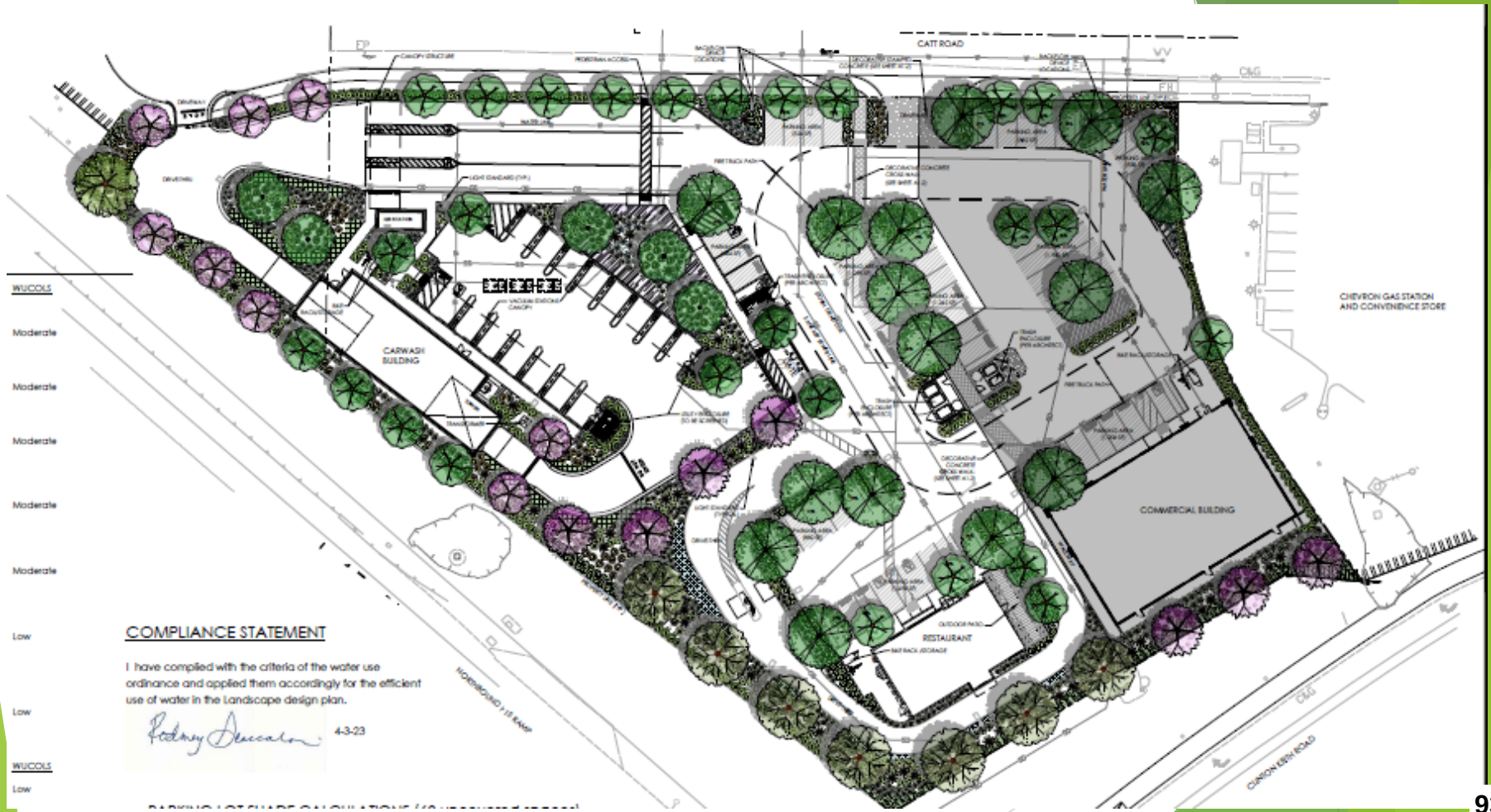
Regulatory License Fee:

- **The Cake House East retail cannabis business will also be subject to the City's Regulatory License Fee requirements.**
- **The current fee is set at about $71,307.80 annually or $142,615.60 every two years.**
- **The current fee was based on a projection of 10 retail cannabis businesses operating in the City; however, only 2 businesses are operating at this time.**
- **Element 7 (Buzz Cannabis) and Cake House East would make it 4 businesses.**
- **Since it has been 4 years since the City's cannabis program started (2020), and only 4 viable businesses, Staff is currently re-evaluating the Regulatory Fee and intends to bring a modified Fee structure back to the Council in early 2025.**

*** 100’ from a residential use.**

*** 600’ from any schools, parks, daycare centers, or youth centers.**

*** Location meets these standards.**


CATT ROAD
CHEVRON GAS STATION AND CONVENIENCE STORE
CARWASH BUILDING
COMMERCIAL BUILDING
RESTAURANT
HORNSBUND 1 ST RAMP
CANYON KEITH ROAD
WUCOLS
Moderate
Moderate
Moderate
Moderate
Moderate
Low
Low
WUCOLS
Low
COMPLIANCE STATEMENT
I have compiled with the criteria of the water use ordinance and applied them accordingly for the efficient use of water in the Landscape design plan.
4-3-23

14996-Catt Crossing - View 3-02-15-2023

14996-Catt Crossing - View 1-02-15-2023

14996-Catt Crossing - View 3-03-06-2023

14996-Catt Crossing - View 1-03-06-2023

Planning Commission Recommendation

The Planning Commission voted 4 - 0 to recommend the following to City Council:

1) **Adoption of a Categorical Exemption in accordance with Section 15301 of CEQA;**

2) **Adopt a Council Resolution approving CUP No. 24-0035, subject to conditions; and**

3) **Introduce and Approve for First Reading a Council Ordinance approving Development Agreement No. 24-0035.**

From: Veronica Langworthy
To: Kim Strong
Cc: Greg Langworthy; Matthew Bassi
Subject: upcoming planning commission meeting
Date: Tuesday, October 1, 2024 5:37:20 AM

External Sender - From: (Veronica Langworthy <vlangworthy29@gmail.com>)
This message came from outside your organization.

Hi Kim —

Saw the agenda for upcoming planning commission meeting…

my intention to attend was waylaid by an early grandbaby in Texas — Caroline Louise Langworthy

concerns about the cannabis business:
* city staff and fire dept weighed in on the business but there does not appear to be law enforcement / sheriff dept report
— request and wait for a formal report from sheriff's dept from May 2020 to present about public safety issues — increases in DUI, illegal grow, theft, battery, assault, etc drug-related crimes. These need to be part of the finding of fact before moving forward.
* neighbors/commuters in proximity to Cake House West mention traffic incidents — the proposed location for Cake House East is at the I-15 / Clinton-Keith gateway to our city — an important corridor for emergency vehicles and commuters and shoppers.
*although not a park, there is a sensitive environmental mitigation area within 600 feet of the site.

other questions:
*how many cannabis businesses already are established in the city?
*how many properties have been inquired about?
*city said that to fund the District Attorney's Task Force the city projected 10 businesses would be needed for that purpose? How is overtaxation of Schedule I substance (https://www.dea.gov/drug-information/drug-scheduling) meeting the expenses to city for public safety and other costs?

Hope you will add these questions/comments to the conversation on Wednesday night.

Respectfully, Veronica Langworthy
951-704-4210

CANNABIS BUSINESS SUMMARY (As of September 2024)

1) **Stizzy/Authentic Wildomar** (PA 20-0081) cannabis business located at 36330 Hidden Springs Road, (Wildomar Square) in the C-P-S zone (APN: 380-110-056). Tak Sato, Applicant, 310-488-5707

Status: Active two-year Local License in good standing and is due to be renewed around September 17, 2024; CUP/DA originally approved by City Council on December 16, 2020; Cannabis business operating in good standing and paying their DA & Regulatory fees.

2) **The Cake House "West"** (PA 20-0084) cannabis proposal located at 32475 Clinton Keith Road (Bear Creek Plaza) in the C-1/C-P zone (APN: 380-140-006 & 007). Saad Pattah, Applicant (760) 703-7357.

Status: Active two-year Local License in good standing and is due to be renewed around October 1, 2024; CUP/DA originally approved by City Council on January 13, 2021; Cannabis business operating in good standing and paying their DA & Regulatory fees.

3) **Culture Cannabis Club** (PA 20-0078) cannabis proposal located at 33980 Mission Trail, Suite #A in the C-1/C-P zone (APN: 366-160-070). Macy Newell, Applicant (714) 310-9023.

*Status: CUP/DA originally approved by City Council on December 16, 2020 w/a revision/expansion approved on November 10, 2021. **This business has recently closed down & has vacated the property**. Their active two-year Local License expired on September 24, 2024 and was not renewed. Notification sent to the State for the record. Culture owes the city back payments on their DA & Regulatory fees.*

4) **The Bakery (Now Buzz Cannabis) (PA 20-0086)** cannabis proposal located at 22812 Palomar Street (Ste. #100 - 101) in the C-1/C-P zone (APN: 380-130-028). Kendra Minkler, Applicant (818) 271-7080.

Status: Active two-year Local License in good standing and is due to be renewed around in early October 2024 (good for 2 years); CUP/DA originally approved by City Council on March 9, 2022; Applicant recently requested minor administrative changes to reduce the size of the lease space from 4 to 2 spaces. Tenant Improvement plans are being reviewed by the City with an opening projected in early 2025.

NEW CANNABIS APPLICATION SUBMITTAL (APRIL 22, 2024)

5) **The Cake House "East"** (PA 24-0035) A new cannabis proposal located at 23825 Catt Road (Catt Crossings Retail Center just west of Chevron station) in the C-P-S zone (APN: 380-240-001). Saad Pattah, Applicant (760) 703-7357.

The Applicant submitted a Local License retail cannabis application on April 23, 2024 and was approved by City Staff in June 2024. Applicant intends to occupy an approved (not yet built) retail building (3,936 square-foot lease space) in the recently approved Catt Crossings retail center. The CUP and DA applications are being processed before the Planning Commission and City Council in October and November 2024, respectively.

EXPIRED CANNABIS LICENSES

- **Veterans Wildomar Central (20-0083)** cannabis proposal located at 23080 Wildomar Trail (formerly Baxter Rd.) in the C-1-C-P zone (APN: 367-300-004). Saad Pattah, Applicant (760) 703-7357.
  Status: Local License was approved on Oct. 1, 2020 but was not renewed on October 1, 2022 due to inaction on submittal of CUP/DA applications. Applicant will need to start over if they decide to move forward.

- **Veterans Wildomar North (20-0085)** cannabis proposal located on the north side of Bundy Canyon Road about 210 feet east of Mission Trail in the C-1/C-P zone (APN: 366-160-014). Saad Pattah, Applicant (760) 703-7357.
  Status: Local License was approved on Oct. 1, 2020 but was not renewed on October 1, 2022 due to inaction on submittal of CUP/DA applications. Applicant will need to start over if they decide to move forward.

Catt Road, LLC

Commercial Cannabis Retail Business Application – City of Wildomar

Address: 23852 Catt Road, Wildomar, CA 92595

APN:380-240-001, 380-240-052 License: Retail Storefront

Presentation Date: 11/13/2024

Mission

The mission of Catt Road, LLC, is to open a second commercial cannabis retail storefront within the City of Wildomar in to continue providing a safe and diverse experience for customers and the local community. Our goal is to provide a unique shopping experience that focuses on breaking the stigma's associated with cannabis usage by creating a customer environment that is uplifting, friendly, inclusive, and represents our friends and neighbors. As industry leaders, it is our responsibility to drive positive change wherever we are located.

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Location – 23825 Catt Rd.

- The Catt Road facility is in a location that meets the city and states requirements regarding zoning and proximity to sensitive use organizations.
- The current facility will be redesigned and renovated to create a unique customer shopping experience while being located in the brand new Catt Crossing Retail Center off Hwy 15 & Clinton Keith Rd. This location is design to have a modern appeal while attracting customers from the hwy.

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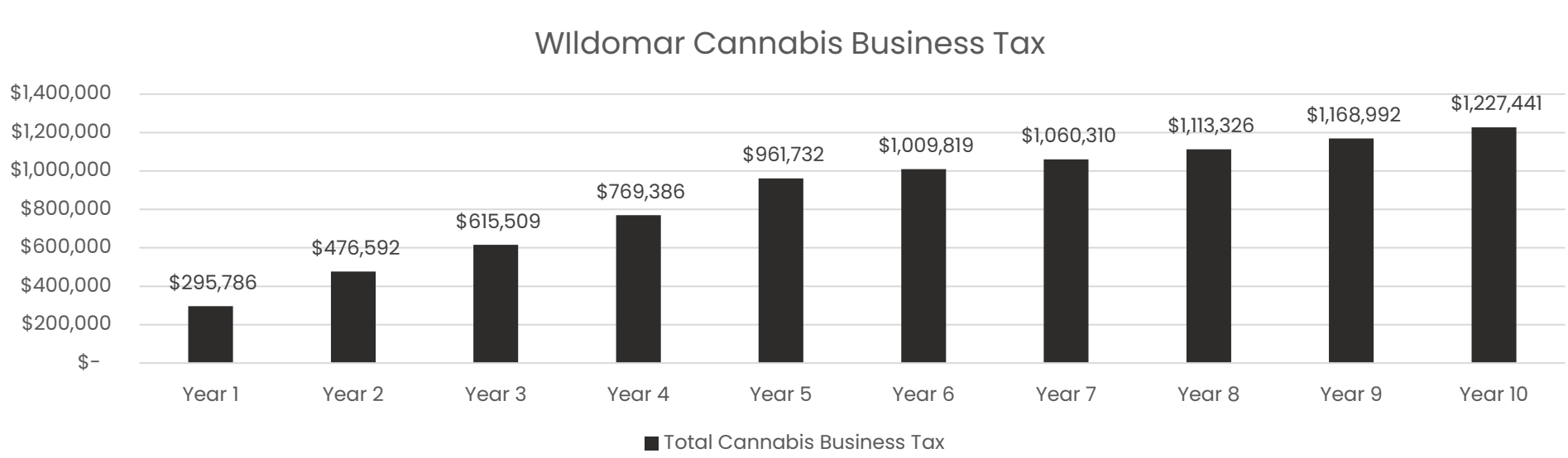
Business Plan – Projected Revenue

- The Company expects to generate $4.93M in the first year of operations, escalating to more than $16M by year 5 and more than $20M by Year 10. These figures are conservative and based on the following:
  - 8% of the population will shop at a cannabis business in Wildomar
  - The team expects business from 15% of those customers which is projected to be between 200 – 235 customers per day
  - The team expects the average transaction size to be approximately $60 and that each customer will visit 2.5 times per month
- Based on these projections the team expects to generate
  - $295K in WIldomar Business Tax revenue for the city in just the first year of operations. Over the first 10 years of operation, the team projects to generate a tax revenue for the City of more than **$8.5M dollars total**.



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Business Plan – Day to Day Operations

- Catt Road, LLC have compiled strict policies and procedures that aim to:
  - Execute customer check-in procedures to prevent the diversion of cannabis and cannabis products
  - A state compliant POS and Inventory Management system and inventory handling procedures to track ALL inventory transactions and generate all required reporting required by both local and state regulations – Dutchie or Treez
  - Provide adequate training and continuing education that enable staff to perform daily activities effectively and efficiently
  - Educate customers in a manner that ensures a great customer experience both within the facility as well as with products offered
  - Create a retail environment that is safe and comfortable for employees and customers that is conscience of the neighboring businesses.

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Labor and Local Enterprise Plan

- Catt Road, LLC will oversee the hiring of local Wildomar residents to fill the estimated 20 positions required for operations.
- Catt Road's employee compensation package will offer employees 150%-233% of the states minimum wage and 132% - 205% of the recommended living wage for Riverside County.
- Other employee benefits include Comprehensive Healthcare Plans, Employer Matched Retirement Plans, Paid Vacation and Holidays, and an Educational Reimbursement Program.

Employee Title	Hourly Rate	Premium over Living Wage	Premium over Minimum Wage
Retail Store Manager	$28.00	205%	233%
Shift Leader	$25.00	183%	208%
Retail Sales Associate	$18.00	132%	150%
Inventory Control Specialist	$18.00	132%	150%
Delivery Driver	$18.00	132%	150%

	1 ADULT			
	0 Children	1 Child	2 Children	3 Children
Living Wage	$13.68	$29.18	$35.39	$46.27
Poverty Wage	$6.00	$8.13	$10.25	$12.38
Minimum Wage	$12.00	$12.00	$12.00	$12.00

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A. Complainant:		
Last Name:	First Name:	Middle Initial:
Date of Incident:	Time of Incident:	Can We Contact You:
Home Address:	Home/Cell Phone No.:	Work Phone No.:
	Email Address:	
B. Did you Speak with a Community Member of Fresno Representative, if so, Please Complete Below:		
Last Name:	First Name:	
Did You Speak by Phone or at the Cake Facility?	Was the Representative Helpful?	
C. Additional Witnesses (if any):		
Last Name:	First Name:	
Address:	Phone No.:	
	Email Address:	
Description of Incident:		
F. Remedy - Please describe your requested remedy		
G. Complainant's Signature:	**Date:**	

For Community Members of Fresno Use Only

Complaint No.:_____ **Date Received:**

Neighborhood Compatibility Plan

- Catt Road, LLC has elected Alex Dos santos, Director of Compliance & Licensing as the Community Relations Designee to ensure all actions and measures for community impact and compatibility are fully implemented and managed.
- The company will distribute contact information to all neighboring businesses as well as provide this information to the city directly.
- Additionally, the company will make a compliant form accessible as both hard copy as well as on the company website to provide feedback to the company regarding any nuisances that result from operations.
- The company has diligently worked to address many sources of nuisance related to noise, traffic, odor, and waste by creating strict policies an procedures for daily operations.
- Complete odor control and waste management plans can be provided and focus on the implementation of environmentally friendly yet effective systems as well as industry best practices.

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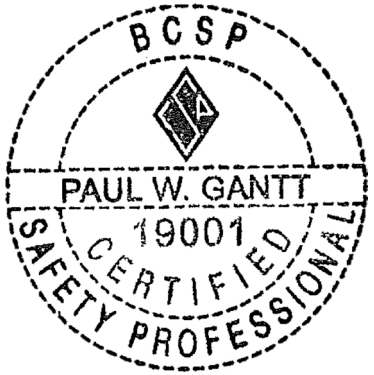
Safety Plan

- Catt Road has partnered with Safety Compliance Management, Inc. (SCM), owned by highly qualified safety professional Paul W. Gantt in the advisement and preparation of a comprehensive Safety Plan for the facility.
- Paul Gantt holds a Doctorate degree in Human Services, is a Board-Certified Safety Professional, California State Fire Marshal, Certified Fire Officer, Certified Fire Prevention Officer, Certified Public Education Officer, and a Certified Fire Training Officer
- This comprehensive plan, provided to the city in its original application encompasses all of the following:
  - Accident & Incident Protocols and Reporting Procedures
  - Emergency Evacuation Protocols, Route Identification, and Identification of designated Assembly Areas
  - Fire Extinguishers and Suppression Equipment
  - Fire Prevention Policies and Procedures
  - Training & procedures for all Fire and Medical Emergencies



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Security Plan

Equipment List	
Keypad Qolsys IQ PANEL 2	
Motion Detector tyco | PowerG	
Door/Window Sensors DSC with PowerG Technology From Tyco Security Products	
Panic Button DSC with PowerG Technology From Tyco Security Products	

- Catt Road, LLC has proactively partnered with safety and security experts to ensure their safety and security plans include both the professional expertise and the latest technology the security industry has to offer. Security at the facility will include, at minimum, the following:
  - Intrusion Alarm and Monitoring System designed and installed by Alarm Company Operator, Safe and Sound Security includes:
    - Surveillance Cameras strategically placed throughout the facility to capture all activity
    - Door and Window Sensors at each possible entry point
    - Motion Detectors that will alert of unauthorized entry of the facility and limited access areas
    - Panic buttons that will aid employees in alerting authorities in the event of an emergency
    - Continuous off-site monitoring by Brinks Home Security
  - Visitor Access Control
    - Electronic access control to all limited access areas in the facility – limited to employees who require access to complete assigned duties.

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Security Plan Continued

•Catt Road will be using the same on site security services as the current Cake House location in Wildomar and has secured the services of Vigilant Eye Private Security for on-site security which will include 1-Armed Security 24 hrs. a day, 7 days a week.

- Detex clock systems will be provided upon request

•24 hour random supervision of clients property
•Licensed - Bonded - Insured
•Officers are provided with Cellular phones, pagers, radios for each of our clients
•Vehicle patrol, Golf cart, Bicycle will be provided if a larger area needs to be patrolled
•Officers fully trained with Power to Arrest, CPR, First Aid, Baton, Pepper spray
•Uniformed Security Officers (Armed)
•A dispatch unit will be available 24 hrs a day

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Why Us?

Catt Road, LLC is both Minority owned and have managed over a dozen cannabis retail businesses with the business experience to create a safe and sustainable commercial cannabis facility. The company aims to serve the Wildomar community by providing high quality products and exceptional customer service. With a lifetime of service, Catt Road has a passion to contribute to the advancement of the community by offering generous financial contributions and volunteer hours. The City of Wildomar can expect a business that is managed with the customers, community, and employees in mind. Officials can rest assured that they have selected a company that will uphold the high standards that Wildomar citizens should expect out of a cannabis retailer.

Join us in our mission of bringing quality cannabis to every person who can benefit!

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THANK YOU

SUBJECT: Ordinance amending Chapters 3.24, 2.08, and 3.28 of the Wildomar Municipal Code Related to Purchasing of Supplies and Equipment and Contracts for Professional Services

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
Introduce and approve the first reading of an ordinance entitled:

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 3.24, 2.08, AND 3.28 TO THE MUNICIPAL CODE OF THE CITY OF WILDOMAR TO PROVIDE UPDATED GUIDANCE ON THE PURCHASE OF SUPPLIES AND EQUIPMENT AND CONTRACTING FOR PROFESSIONAL SERVICES

SUMMARY:
This ordinance amends municipal code related to the purchase of supplies and equipment and contracting for professional services.

BACKGROUND:
In 2009, City Council Adopted Ordinance 25, which amended the municipal code to add the purchasing of supplies and equipment. At that time, the purchasing limits were set. Purchases of 0-$1,000 required no quotes or Purchase Order. Purchases of $1,000 - $9,999 required three verbal quotations and a Purchase Order. Purchases of $10,000 to $50,000 required three written quotations and a Purchase Order and anything over $50,000 required a formal RFP process and a Council approved contract. These limits have not been changed since then, even though overall purchasing power of the dollar has diminished to the point where what in 2009 would cost $50,000, now would cost approximately $75,000. This represents a 46% reduction in purchasing power.

When the purchasing code was initially adopted, the local vendor preference section reduced by 1% that portion of any bid subject to sales or use tax. This is due to the fact that if such bid were accepted by the City as the lowest responsible bid received, the City would receive a refund of the sales and use tax. This 1% was determined prior to the passage of Measure AA, which delivers an additional 1% sales and use tax to the City.

In 2021, recycled paper requirements were added to formalize the City's Recovered Organic Material Produce and Recycled-Content Paper Procurement Policy. Over the years, additional recycled content was added to the requirements by CalRecycle, which have been added to this updated purchasing code. In addition, under SB1383 there is a requirement that the City

develop a recovered organic waste product procurement policy, which has also been added to section 3.24.130.

Since 2022, the City Council has approved 98 standard form agreements on consent. These are agreements where the terms and conditions are the same, just the scope of work and fees for service changes. Some of these agreements, like the grading agreement or the public improvement agreement, don't have an overall fee for service, where others like the professional services agreement that require Council approval, have a total contract amount greater than $50,000. These are approved ministerially by Council based on the current purchasing code. Taking them to Council increases administrative cost in staff time, requires Council review for each one, and can delay the work of some developers and consultants by a month or more.

DISCUSSION:
Staff recommends increasing purchasing limits to mitigate this reduction in purchasing power. This would include purchases of 0-$9,999 requiring no quotes, although $5,000 and above would require a Purchase Order. Purchases of $10,000 - $29,999 would require three verbal quotations. $30,000 - $75,000 would require three written quotations. Any purchase over $75,000 would require a formal RFP process. This would be the same for purchases of supplies and equipment as well as contracts for professional services. Public construction projects would be subject to the limits set by CUPCCA should the City Council chose to opt into the Act. Should City Council not opt into the Act, the limits are set by public contract code.

Based on the increase of sales and use tax payable to the City from 1% to 2%, due to passage of Measure AA, staff recommend changing the local vendor preference section to reduce by 2% that portion of any bid subject to sales and use tax. This would provide a benefit to local vendors that would be offset by a refund of 2% of the sales and use tax. This would be applicable to all bids, even if lowest bidder isn't selected, but price is one of the determining factors of award.

In order to streamline the process for standard service contracts, staff recommends delegating authority to the City Manager annually via resolution to approve certain contracts. Council would approve the terms and conditions of these contracts as to form on an annual basis when they adopt the resolution. For the first year of this approval it is anticipated that the contracts would include:

- MOU for Community Event Partnerships
- Stormwater Management/BMP Facilities Agreement
- Grading Agreement
- Public Improvement Agreement
- Subdivision Improvement Agreement
- Agreement for Services
- Agreement for Maintenance/Repair/Minor Construction Services

The City Manager would be authorized to approve these agreements only if the original Council approved terms and conditions remain the same. If the contract terms are modified for any reason, the contract would then need to be approved by City Council. In addition, to ensure transparency, a report of all approved contracts, similar to the warrants register, will be taken to Council on a quarterly basis. Should Council adopt this ordinance, staff would bring the first resolution to Council in January, at the time the ordinance is effective.

FISCAL IMPACT:

While there is no fiscal impact associated with approval of the updated purchasing code, it is estimated that there would be staff savings associated with delegating contract approval to the City Manager.

ATTACHMENTS:
Purchasing Ordinance Amendment.docx
Purchasing Municipal Code Changes.pptx

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 3.24, 2.08, AND 3.28 TO THE MUNICIPAL CODE OF THE CITY OF WILDOMAR TO PROVIDE UPDATED GUIDANCE ON THE PURCHASE OF SUPPLIES AND EQUIPMENT AND CONTRACTING FOR PROFESSIONAL SERVICES

WHEREAS, the City of Wildomar has a compelling interest in ensuring equity and transparency through continuity and uniformity of its purchasing practices; and

WHEREAS, the purchase thresholds within the Purchasing Code were last amended in 2009; and

WHEREAS, average purchasing power has decreased by 46% since 2009, leading to increased costs of goods and services, making the current purchasing thresholds outdated, and leading to excessively time intensive purchasing procedures; and

WHEREAS, modern purchasing code provides departments with the guidelines needed to assist them in maintaining purchasing practices within legal regulations; and

WHEREAS, the current process for contract approval, last amended in 2013, is overly bureaucratic and time-intensive, delaying City operations; and

WHEREAS, the City of Wildomar desires to amend the current purchasing code to streamline processes, reduce bureaucracy, and maintain a fair and robust purchasing program.

THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. RECITALS

The above recitals are true and correct and are hereby incorporated herein by this reference.

SECTION 2. AMENDMENT OF SECTION 3.24.010 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.010 [Definitions] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"**3.24.010 Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Agency" and "using agency" means any department, agency, commission, bureau or other unit of the City government, which derives its support wholly or in part from the City of Wildomar.

"Bidder's security." Where deemed necessary by the Administrative Services Director, formal bids may be accompanied by a bond, cashier's check or cash in an amount of not less than 10% of total amount bid.

"Bidders' file" means a current file of sources of supply of articles for each category of commodities repetitively purchased for City use.

"City Manager" shall mean the City's City Manager and their designee.

"Administrative Services Director" shall mean the City's Administrative Services Director and their designee.

"Public projects" shall have the same definition as set forth in Section 22002 of the Public Contract Code.

"Purchases." Purchases of supplies and equipment shall include leases or rentals as well as transactions by which the City acquires ownership.

"Responsible bid" means an offer, submitted by a responsible bidder, to furnish supplies and equipment or services in conformity with the specifications, delivery terms and conditions and other requirements included in the notice inviting bids.

"Responsible bidder" means a bidder who submits a responsible bid and who is not only financially responsible, but is possessed of the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the contract according to its terms. A determination as to whether or not a bidder is a responsible bidder shall include an evaluation of relevant factors, including, but not limited to, the following factors:

1. The ability, capacity and skill of the bidder to perform the contract or provide the maintenance and service required;

2. Whether the bidder has the facilities to perform the contract promptly, or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

4. The bidder's record of performance of previous contracts or of provision of maintenance and service thereunder;

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or of the furnishing of maintenance and service thereunder;

6. The sufficiency of the financial resources and ability of the bidder to perform the contract;

7. The quality, availability and adaptability of the supplies and equipment to the particular use required;

8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

9. The number and scope of exceptions and conditions attached to the bid;

10. Whether the bidder has a previous or existing relationship with an officer or employee of the City that may create a conflict of interest on behalf of the officer or employee if a contract is awarded to the bidder.

"Supplies" and "equipment" mean any and all articles, things or personal property furnished to or used by any agency."

SECTION 3. AMENDMENT OF SECTION 3.24.030 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.030 [Centralized purchasing.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.24.030 Centralized purchasing.
There is hereby created a centralized purchasing and stores division within the Administrative Services Department, in which is vested authority for the purchase of supplies and equipment."

SECTION 4. AMENDMENT OF SECTION 3.24.040 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.040 [Director of Finance to serve as general purchasing agent.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.24.040 Administrative Services Director to serve as general purchasing agent.
The Administrative Services Director shall be the head and have general supervision of the Purchasing Division. The Administrative Services Director or their designee, serving as the Purchasing Agent shall have the authority to:

A. Purchase or contract for supplies and equipment required by any using City department in accordance with purchasing procedures prescribed by this chapter, such administrative regulations as the Administrative Services Director shall adopt for the internal management and operation of the Purchasing Division and such

other rules and regulations as shall be prescribed by the City Council or the City Manager.

B. Negotiate and recommend execution of contracts for the purchase of supplies and equipment.

C. Act to procure for the City the needed quality in supplies and equipment at least expense to the City.

D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases.

E. Prepare and recommend to the City Council rules governing the purchase of supplies and equipment for the City.

F. Prepare and recommend to the City Council revisions and amendments to the purchasing rules.

G. Keep informed of current developments in the field of purchasing, prices, market conditions and new products.

H. Prescribe and maintain such forms as reasonably necessary to the operation of this chapter and other rules and regulations.

I. Supervise the inspection of all supplies and equipment purchased to insure conformance with specifications.

J. Recommend the transfer of surplus or unused supplies and equipment between departments as needed, and the sale or disposition of supplies and equipment which cannot be used by any department or which have become unsuitable for City use.

K. Maintain an approved vendors list, vendors' catalog file and records needed for the efficient operation of the Purchasing Division."

SECTION 5. AMENDMENT OF SECTION 3.24.050 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.050 [Exemptions from centralized purchasing.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

“3.24.050 Exemptions from centralized purchasing.
The City Manager or Administrative Services Director may authorize any City department head to contract for the purchase of supplies and equipment provided that such purchases shall be made in conformity with the procedures established by this chapter, and any administrative regulations as the Administrative Services Director shall adopt for the internal management and operation of the Purchasing Division and such other rules and regulations as shall be prescribed by the City Council or the City Manager.”

SECTION 6. AMENDMENT OF SECTION 3.24.060 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.060 [Encumbrance of funds.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

“3.24.060 Encumbrance of funds.
Except in cases of emergency or in cases where specific authority has been first obtained from the City Council, no purchase order for supplies or equipment shall be issued unless the Administrative Services Director or his/her designee has certified that there exists an unencumbered appropriation in the fund account (or available budget balance) against which the purchase is to be charged.”

SECTION 7. AMENDMENT OF SECTION 3.24.070 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.070 [Emergency purchases.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

“3.24.070 Emergency purchases.
While the need for occasional emergency purchases is recognized, the practice must be curtailed as much as possible by anticipating needs so that the normal purchasing procedure utilizing bidding may be used.

A. An emergency shall be deemed to exist if:

1. There is a great public calamity.

2. There is immediate need to prepare for national or local defense.

3. There is a breakdown in machinery or an essential service which requires the immediate purchase of supplies and equipment to protect the public health, welfare or safety.

4. An essential departmental operation affecting the public health, welfare or safety

would be greatly hampered if the prescribed purchasing procedure would cause an undue delay in procurement of the needed item.

B. In case of an emergency which requires immediate purchase of supplies and equipment, the City Manager may authorize the Administrative Services Director or his/her designee to secure by the process set forth in Section **3.24.090** any supplies and equipment regardless of the amount of the expenditure."

SECTION 8. AMENDMENT OF SECTION 3.24.080 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.080 [Purchasing methods.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.24.080 Purchasing methods.

A. The table in this section sets forth the required methods for purchasing supplies and equipment. (Contracting for consultants and professional services is addressed in Chapter 3.28.)

Value of Purchase	Purchase Method	Agreement Format
Under $10,000	None	None. Purchase Order required for $5,000 and above.
$10,000 - $29,999	3 verbal quotations[1]	Purchase order approved by the Administrative Services Director or contract signed by City Manager for supplies or equipment.[1]
$30,000 - $75,000	3 written quotations[1]	Purchase order approved by Administrative Services Director and City Manager or contract signed by City Manager for supplies or equipment.[1]
Over $75,000	Notice inviting sealed bids[2]	City Council approved bid

[1] See Section 3.24.090
[2] See Section 3.24.110

B. Notwithstanding the table in subsection A of this section, the purchase method for the purchase of supplies or equipment may be dispensed with under the following circumstances:

1. An emergency, as described in Section 3.24.070, requires that an order be placed immediately to protect the public health, safety or welfare; or

2. The supply or equipment can only be obtained from one source ("sole source")

– sole source justification form is required - ; or

3. The supply or equipment is available through or in conjunction with another public agency's purchase of such supply or equipment and the other public entity has gone through a bidding process which the City Manager determines is comparable to the processes described above ("piggybacking").

C. The agreement format required by the table in subsection A of this section shall be required for any purchase pursuant to subsection B of this section.

D. In its discretion, the City Council may at any time, by a majority vote and without amending this chapter, waive the purchasing procedures or alter these proceedings to fit a specific purchase."

SECTION 9. AMENDMENT OF SECTION 3.24.090 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.090 [Verbal and written quotations.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.24.090 Verbal and written quotations.

A. Minimum Number of Bids. Wherever possible, purchases utilizing verbal and written quotations shall be based on at least three bids and shall be awarded to the bidder offering the most advantageous bid to the City after consideration of price, quantity, durability, servicing, delivery time, standardization, and other factors.

B. Solicitation of Bids. Quotations shall be obtained as follows:

1. By telephone provided the amount of the purchase is $10,000.00 or more but less than $30,000.00; and

2. In writing provided the amount of the purchase is $30,000.00 or more, but not more than $75,000.00.

C. Written Bids. All bids received pursuant to this section shall be submitted to the Purchasing Agent who shall keep a record of all open market orders and bids for a period of one year after the submission of bids or the placing of orders. This record, while so kept, shall be open to public inspection."

SECTION 10. AMENDMENT OF SECTION 3.24.100 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.100 [Bidding preference for local businesses.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

“3.24.100 Bidding preference for local businesses.
For the purpose of determining the lowest responsible bidder as required by Sections **3.24.110** and **3.24.090**, two percent of that portion of any bid subject to sales or use tax shall be deducted from such bid where it is determined that if such bid were accepted by the City as the lowest responsible bid received, the City would receive a refund of the two percent sales and use tax imposed by Chapter **3.20** (Sales and Use Tax) of this Code. For purposes of this section, a “local business” shall be defined as any individual, partnership or corporation which regularly maintains a place of business within the limits of the city, and which maintains the necessary business registration, and which has paid all applicable fees and taxes imposed by the City.”

SECTION 11. AMENDMENT OF SECTION 3.24.110 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.110 [Sealed bid procedure for purchases greater than $50,000.00.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

“3.24.110 Sealed bid procedure for purchases greater than $75,000.00.
Purchases of supplies and equipment of an estimated value greater than $75,000.00 shall be by written contract pursuant to the procedure hereinafter prescribed.

A. Notice Inviting Bids or Requests for Proposals. Notices inviting formal bids or Requests for Proposals for the purchase of supplies or equipment shall include a general description of the articles to be purchased, shall state where bid forms and specifications or requests for proposals may be obtained, and the time and place for the opening of bids or proposals. This can be either through written notice or via the City’s electronic bids management system.

    1. Published Notice for formal bids or Requests for Proposals. Notices inviting formal bids or requests for proposals shall be published one time at least 10 days before the date of opening of the bids or proposals, in a newspaper of general circulation within the City. The City Manager may waive the publication requirements of this section if they find that requirements for publication would not likely increase the number or quality of bidders or proposers beyond those on the approved vendor list.

    2. Approved Vendors List. The Administrative Services Director or his/her designee shall also solicit sealed bids from all responsible prospective suppliers whose names are on the approved vendors list, or who have made written request that their names be added thereto, or who have registered in the City’s electronic bids management system.

B. Bidder's Security. Where deemed necessary by the Administrative Services Director or their designee, formal bids may be accompanied by security, either cash, cashier’s

check, certified check, or surety bond, in a sum equal to ten percent of the total aggregate of the bid and shall be designated in the notice inviting bids. Bidders shall be entitled to return of bid security; provided, however, that a successful bidder shall forfeit their bid security upon their refusal or failure to execute the contract within 10 days after the preparation and mailing of the contract, unless in the latter event the City is solely responsible for the delay in executing the contract. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. In such event, if the City Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the contract price differential between the lowest bid and the second lowest bid, and the surplus less any City expenses related to the lowest bidder, if any, shall be returned to the lowest bidder

C. Bid Opening Procedure. Sealed bids shall be submitted to the City and shall be identified as "BID" on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be available for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening. Once opened, the bids shall be public records. In the event that the City utilizes an electronic bids management system, bids shall be submitted and opened in accordance with the instructions set forth in the notice inviting bids and related bid materials.

Notwithstanding the foregoing, any bid deemed nonresponsive at the time of bid opening shall not be kept by the City and shall be returned to the bidder once deemed nonresponsive. Grounds for determining a bid is nonresponsive include, but are not limited to, failure to provide the required bid bond and failure to attend any mandatory walk through or pre-bid meeting.

D. Rejection of Bids. In its discretion, the City Council may reject any and all bids presented and readvertise for bids pursuant to the procedure hereinabove prescribed. However, when all bids exceed the authorized budgeted amount, the City Manager may authorize rejection of all bids and authorize rebidding based upon the original specifications or as they may be modified, in accordance with procedures prescribed in this chapter.

E. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the City Council in its discretion may accept the one it chooses or accept the lowest bid made by and after negotiation with the tie bidders at the time of the bid opening or award of contract.

F. No Bids. When no formal bids or no responsive bids are received, the Administrative Services Director or their designee is authorized to negotiate for written proposals, and their recommendation shall be presented to the City Manager and the award, if any, shall be made in accordance with applicable provisions prescribed in this chapter.

G. Performance Bonds. The City Manager shall have the authority to require a performance bond or other bonds in an amount reasonably necessary to protect the best interests of the City before entering a contract in such amounts as they shall find reasonably necessary to protect the best interests of the City. If the City Manager requires such bond or bonds, the form and amount of same shall be described in the notice inviting bids."

SECTION 12. AMENDMENT OF SECTION 3.24.120 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.120 [Surplus supplies and equipment.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.24.120 Surplus supplies and equipment.
All using agencies shall submit to the Administrative Services Director, at such times and in such forms as they shall prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Administrative Services Director shall have authority to sell, exchange for or trade in on new supplies and equipment all supplies and equipment which cannot be used by any agency or which have become unsuitable for City use. These options include the following:

A. Sale. For City property deemed suitable for sale, Administrative Services Director or their designee may offer the City property for sale via the approved methods:

1. Public Auction. Surplus property may be sold at public auction. Online auctions are an acceptable auction method. City may contract with a professional auctioneer, at its discretion.

2. Sealed Bids. Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.

3. Selling for Scrap. Surplus property may be sold as scrap if it is deemed that the value of the raw materials exceeds the value of the property as a whole.

4. Negotiated Sale. Surplus property may be sold outright if it is determined that only one known buyer is available or interested in acquiring the property. The advertisement for the sale must be published in a newspaper for at least two weeks prior to the negotiated sale to ensure no other interested buyers are available.

5. A receipt or other proof of disposal from the outright sale, the contracted auctioneer, licensed scrap dealer, individual buyer, etc. is required and is to

be forwarded to the Administrative Services Department. The City will return proceeds to the appropriate revenue fund.

6. All surplus property is for sale “as is” and “where is”, with no warranty, guarantee, or representation of any kind, express or implied, as to the condition, utility or usability of the property offered for sale.

B. Trade-in. Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property.

C. Donation. With the approval of the Administrative Services Director or their designee, the City may donate usable items with a minimal fair market value (such as outdated computer equipment and furniture) to a registered charitable organization or community organization. Surplus property may also be donated to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code. “Public Agency” means the State of California or any agency or subdivision thereof, including any City, County, Special District, or School District. A letter from the public agency or organization, acknowledging receipt of the asset(s) is required.

D. Return to Manufacturer. Surplus property may, when possible, be returned to the manufacturer for buy-back or credit toward the purchase of new property. Documentation related to such a transaction shall be forwarded to the Administrative Services Department.

E. Disposal. When the cost of locating a buyer exceeds the estimated sales price of surplus property, the property may be recycled, destroyed, or disposed of as junk”.

SECTION 13. AMENDMENT OF SECTION 3.24.130 OF THE WILDOMAR MUNICIPAL CODE

Section 3.24.130 [Recovered organic material product procurement and recycled-content paper procurement.] of Chapter 3.24 [Purchasing of Supplies and Equipment] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

“3.24.130 Recovered organic material product procurement and recycled-content paper procurement.
All City departments, and direct service providers to the jurisdiction, as applicable, must comply with the City's Recovered Organic Material Produce and Recycled-Content Paper Procurement Policy, as amended.

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

1. Use Compost and SB 1383 Eligible Mulch produced from recovered Organic Waste for landscaping maintenance, renovation, or construction as practicable whenever available and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)1 through 3. Compost and SB 1383 Eligible Mulch are as defined below:

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

   Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State's composting operations regulatory requirements.

   ii) SB 1383 Eligible Mulch: means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993 1(f)(4):

   - Produced at one of the following facilities:
     (a) A combustible material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)10:

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

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

   - Meet or exceed the physical contamination, maximum metal concentration and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3 as enforced by this municipal code chapter.

B. All vendors providing paper products and printing and writing paper shall:

1. If fitness and quality are equal, provide recycled-content paper products and recycled-content printing and writing paper that consists of at least 30%, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled paper products and printing and writing paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than one percent of the total cost for non-recycled items.

2. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

3. Other paper products shall consist of at least 30 percent, by fiber weight of postconsumer recycled content fiber, except as specified below:

    - Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber.

    - Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

    - Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber.

    - Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber.

    - General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

    - Food serviceware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

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

5. Certify in writing, on invoices or receipts provided, that the paper products and

printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

6. Provide records to the City's recordkeeping designee, of all paper products and printing and writing paper purchases (both recycled-content and non-recycled content, if any is purchased). Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in this section, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content paper products or printing and writing papers are provided, include a description of why recycled-content paper products or printing and writing papers were not provided."

SECTION 14. AMENDMENT OF SECTION 2.08.060 OF THE WILDOMAR MUNICIPAL CODE

Section 2.08.060 [Powers and duties.] of Chapter 2.08 [City Manager] of Title 2 [Administration and Personnel] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"2.08.060 Powers and duties.
The City Manager shall be the administrative head of the City government and is under the direction and control of the City Council, except as otherwise provided in this chapter. The City Manager shall be responsible for the efficient administration of all affairs of the City which are under his or her control. In addition to the general powers as administrative head of the City government, and not as a limitation thereon, the City Manager shall be expected to, and shall have the power to:

A. Enforce all laws and ordinances of the City and to see that all franchises, contracts, permits, and privileges granted by the City Council are faithfully observed;

B. Appoint, remove, promote, and demote any and all officers and employees of the City, including the City Clerk and City Treasurer, but not including elected officers and the City Attorney, subject to all applicable personnel rules and regulations which may be adopted by the City Council;

C. Control, order, and give directions to all department heads who are subject to his or her appointment and removal authority and to subordinate officers and employees of the City under his or her jurisdiction through their department heads;

D. Conduct studies and effect such organization and reorganization of offices, positions, or units under his or her direction as may be indicated in the interest of efficient, effective, and economical conduct of the City's business;

E. Recommend to the City Council for adoption such measures and ordinances as he

or she deems necessary;

F. Attend all meetings of the City Council unless excused by the Mayor individually or the City Council as a whole, except when his or her evaluation or removal is under consideration;

G. Prepare and submit the proposed annual budget and the proposed annual salary plan to the City Council for its approval;

H. Keep the City Council at all times fully advised as to the financial condition and needs of the City;

I. Make investigations into the affairs of the City, any City department or division, and any contract or other obligation of the City; and further to investigate all complaints in concerning the administration of the City government and concerning the service maintained by public utilities in the City;

J. Exercise general supervision over all public buildings, public parks, and all other public properties which are under the control and jurisdiction of the City;

K. Sign contracts and other documents as specified in California Government Code section 40602 on the City's behalf when directed and authorized to do so by the City Council by resolution, ordinance, minute order or any provision of this code.

L. Perform such other responsibilities and exercise such other powers as may be delegated to the City Manager from time to time by ordinance or resolution or other official action of the City Council."

SECTION 15. AMENDMENT OF SECTION 3.28.020 OF THE WILDOMAR MUNICIPAL CODE

Section 3.28.020 [Contracts of $50,000.00 or less.] of Chapter 3.28 [Contracts for Services] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.28.020 Contracts for Professional or Other Services Bid Process.
All contracts for professional or other services, will adhere to the following bid process:

A. The City Manager, or designee, shall be empowered to contract for professional or other services without the necessity of competitive bid, without notice of competitive bid, and without City Council approval of the contract if the total fee for services and materials under the contract is $75,000.00 or less. If the total fee for services and materials under the contract is equal to or more than $30,000.00 and less than $75,000.00, then three written quotations are required. If the total fee for services and materials under the contract is $10,000.00 or more, and $29,999.00 or less, then three verbal quotations are required. There are no requirements for quotations under

$10,000.00. The total fee must include all reasonably foreseeable costs and work under the proposed contract. The proposed contract must include any reasonably related work on the same project, and larger contracts shall not be divided into smaller contracts, divided among multiple contractors, or divided by any other method intended to avoid competitive bidding.

B. A contract for professional or other services valued over $75,000.00 must be entered into by use of competitive sealed proposals. Proposals for the contract shall be solicited through a request for proposals.

1. Evaluation Factors. The request for proposals shall state the relative importance of evaluation factors, including price.

2. Public Notice. Public notice of the request for proposals shall be given in the same manner as provided in Section 3.24.110(A) (Sealed bid procedure for purchases greater than $75,000, Notice Inviting Bids or Requests for Proposals).

3. Receipt of Proposals and Release as Public Records. Proposals shall be received and opened in a method that avoids disclosure of contents to competing proposers until after award of the contract or final rejection of all proposals. The request for proposals must state that after award of the contract or final rejection of all proposals, all responses become public records subject to disclosure. A copy of each proposal received shall be retained in the City's online purchasing portal and shall be open for public inspection after award of the contract or final rejection of all proposals.

4. Evaluation of Proposals. After the due date for proposals, the City Manager or their designee shall evaluate the proposals and may contact any proposer for clarification of a proposal, to solicit additional information, or for purposes of interviewing. The City Manager or designee may choose to contact all, some, or none of the responding proposers after the proposals are submitted to the City.

5. Award. The contract shall be awarded to the responsible proposer whose proposal conforms to the request for proposals and is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the request for proposals and price. The City Manager shall prepare and place in the contract file maintained by the City Clerk's office a written report detailing the basis on which the recommendation for award of contract is made.

6. Contracts for architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services, as defined by California Government Code Sections 4525 and 4526, shall be awarded based on demonstrated competence and qualification for the type of

services required, and at fair and reasonable prices.

C. Contractors may submit statements of qualifications and expressions of interest in providing services to the City, whether in response to a request for qualifications issued by the City or not. The City may specify a uniform format for statements of qualifications. Statements of qualifications may be project specific or may be for multiple projects which occur during a time period not exceeding one three calendar years. Statements of qualifications shall be maintained by the Administrative Services Department, consistent with the City's document retention policies. A copy of any request for proposals for services issued pursuant to Section 3.24.110 shall be provided to each person or firm that has a current statement of qualification on file with the City or a registration in PlanetBids for work relevant to the request for proposals.

D. The City Manager may designate a person or persons to exercise any authority granted to him or her by this chapter."

SECTION 16. AMENDMENT OF SECTION 3.28.030 OF THE WILDOMAR MUNICIPAL CODE

Section 3.28.030 [Contracts over $50,000.00.] of Chapter 3.28 [Contracts for Services] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.28.030 Interim Urgency Contracts.
The City Manager may execute a contract for professional or other services without the necessity of competitive bid, without notice of competitive bid, and without City Council approval of the contract if the following criteria are satisfied:

1. There is an immediate need for the professional or other services to protect the public health, safety or welfare.

2. The contract term is only for so long as is reasonably necessary for the professional or other services to be provided while the City conducts the competitive bidding process required by this section."

SECTION 17. AMENDMENT OF SECTION 3.28.050 OF THE WILDOMAR MUNICIPAL CODE

Section 3.28.050 [Amendments after award.] of Chapter 3.28 [Contracts for Services] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.28.050 Amendments after award.
In instances where the City effects a necessary change in the project during the course of performance of the contract, the compensation may be adjusted by mutual written

agreement in a reasonable amount. The reasonable amount shall reflect and compensate the contractor for the amount of work to be performed that is changed from the scope of work previously agreed to by both parties. For contracts where the City Council has delegated signature authority to the City Manager by resolution, ordinance or minute order per section 2.08.060(K) of this municipal code, the City Manager may approve one or more amendments to compensation. The City Council shall approve all other amendments to compensation, which would cause the total compensation to exceed $75,000.00."

SECTION 18. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Adoption of this ordinance is not subject to CEQA, as it is not a "Project" as defined by CEQA. (PRC Section 21065 and CEQA Guidelines Section 15378). The Guidelines define a "project" as the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is …an activity directly undertaken by any public agency including … public works construction and related activities. Under CEQA, "projects" must be discretionary, public agency actions which have the potential of affecting the environment. A project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

SECTION 19. SEVERABILITY

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

SECTION 20. EFFECTIVE DATE

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

SECTION 21. CITY CLERK ACTION

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

INTRODUCED AND APPROVED FOR FIRST READING this 13th day of November, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Purchasing Code Changes

3.24 Purchasing of Supplies and Equipment

- Cleaned up outdated language e.g. Administrative Services Director rather than Finance Director
- Removed requirement to award to lowest bidder – now most qualified responsible bidder
- Increases purchase limits – based on 46% reduction in purchasing power of today's dollar since 2009

Purchase Method	Was	Recommended
No quotations needed	Under $1,000	Under $10,000
3 verbal quotations	$1,000 - $9,999	$10,000 - $29,999
3 written quotations	$10,000 - $50,000	$30,000 - $75,000
Formal RFP	Over $50,000	Over $75,000

3.24 Purchasing of Supplies and Equipment

- Increased local business preference percentage – from 1% to 2%
  - Reflects 2% sales or use tax paid to the City
- Formalizes use of electronic "PlanetBids" system submittal of RFPs/Proposals
- Adds additional recycled content per CalRecycle requirements
  - Additional materials used by janitorial services and serveware
- Includes recovered organic waste product per SB1383
  - Requirement to pass an ordinance formalizing the City's use of compost and SB1383 eligible mulch

2.08/3.28 Contracts for Services

- 2.08 allows City Council to direct and authorize the City Manager via resolution, to sign contracts and other documents
- 3.28 purchasing limits are kept the same as for supplies and equipment
- Recommend City Council delegate authorization to City Manager to approve specified list of general contracts
  - Council to pre-approve the specified contracts as to form annually
  - Authorization to City Manager to be delegated via resolution annually
  - Terms and conditions of each contract approved by City Manager will not change from pre-approved state
  - Quarterly report of all approved contracts will be taken to Council
  - Streamlines existing process – 98 general contracts have gone to Council since 2022
    - Reduces administrative burden on staff and Council
    - Condenses the timeline for City contracted operations

2.08/3.28 Contracts for Services

- Anticipate approving the following contracts as to form this year:
  - MOU for Community Event Partnerships
  - Stormwater Management/BMP Facilities Agreement
  - Grading Agreement
  - Public Improvement Agreement
  - Subdivision Improvement Agreement
  - Agreement for Services
  - Agreement for Maintenance/Repair/Minor Construction Services

Questions?

SUBJECT: Resolution opting in to CUPCCAA and Ordinance amending Chapter 3.32 of City of Wildomar Municipal Code to provide informal bidding procedures under the Uniform Public Construction Cost Accounting Act

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
1. Adopt a resolution entitled:

RESOLUTION NO. 2024 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

2. Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 3.32 OF THE MUNICIPAL CODE OF THE CITY OF WILDOMAR TO PROVIDE INFORMAL AND FORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ. OF THE PUBLIC CONTRACT COD)

SUMMARY:
Adopting the resolution allows the City to opt in to the Uniform Public Construction Cost Accounting Act. Approving the Ordinance formalizes the required bid award process as a part of the City's Purchasing Municipal Code.

BACKGROUND:
The Uniform Public Construction Cost Accounting Act (Act) consists of Public Contract Code (PCC) 22000-22045. It was enacted in 1983 to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (PCC Section 22001). The Act is a voluntary program available to all public entities in California, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. A list of all of the agencies - which include a large percentage of the Cities, Counties, School and Special Districts within the State of California - can be reviewed as Attachment C to this report.

The Act currently allows for public project work in the amount of $60,000 or less to be

performed by a public agency's internal labor force, by negotiated contract, or by purchase order (PCC Section 22032(a)). Public projects in the amount of $200,000 or less may use the informal or formal bidding procedures set forth in PCC Section 22032(b) or (c) of the Act. Public projects at a cost of more than $200,000 must use formal RFP bidding procedures to let the contract pursuant to PCC Section 22032(c).The definition of public project under CUPCCAA includes construction, reconstruction, erection, alteration, renovation, improvement, demolition, installation, painting and repainting, and repair work involving any publicly owned, leased, or operated facility. Public Works regular maintenance projects like landscape maintenance, minor repainting, resurfacing streets at less than and inch, and routine, recurring, and usual work do not apply and would instead be subject to Chapter 3.28 of the City's Purchasing Municipal Code.

Subject to AB 2192, these limits will increase effective January 1, 2025. Based on this increase, public project work in the amount of $75,000 or less will be able to be performed by our internal labor force, by negotiated contract, or by purchase order. Public projects less than or equal to $220,000 would use the informal or formal bidding procedures, and $220,001 and greater would require formal RFP bidding procedures. The Ordinance attached as Attach. B will be effective in January and has been updated to comply with these new limits.

DISCUSSION:
Staff recommend Council adopt the attached resolution in order to opt in to the Act. Opting in to the Act has a number of benefits for the City. It allows the City more leeway in the execution of public works projects under $75,000, and in turn, under $220,000. It speeds up the award process and expedites project delivery, reducing the time, effort, and expense associated with bidding projects under $220,000. Projects over $220,000 will continue to use the formal bid process, and staff can utilize PlanetBids, the City's online bid portal.

FISCAL IMPACT:
While there is no fiscal impact associated with opting in to CUPCCAA, it is estimated that more projects would be completed in a timely manner as a result of the streamlined awards process.

ATTACHMENTS:
Attach A. CUCCAC_Resolution.docx
Attach B. CUCCAC_Ordinance.docx
Attach C. participating_agencies_-_general.pdf

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard; and

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects.

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

SECTION 1. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES. Upon adoption of this Resolution, City Council elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Administrative Services Director notify the State Controller forthwith of this election.

SECTION 2. This resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of November 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 3.32 OF THE MUNICIPAL CODE OF THE CITY OF WILDOMAR TO PROVIDE INFORMAL AND FORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ. OF THE PUBLIC CONTRACT CODE)

WHEREAS, the City of Wildomar desires to elect to participate in the Uniform Public Construction Cost Accounting Act (the Act); and

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, it is anticipated that more public projects will be completed in a timely manner as a result of the streamlined awards process and the reduction in paperwork related to the advertising and report filing requirements of the Act; and

WHEREAS, on November 13, 2024 at a regular City Council meeting, the City of Wildomar will present a resolution to opt in to the Act; and

WHEREAS, opting into the Act requires that the City of Wildomar adopt a bidding ordinance or City Council adopted policy pursuant to Public Contract Code section 22034.

THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. RECITALS

The above recitals are true and correct and are hereby incorporated herein by this reference.

SECTION 2. AMENDMENT OF SECTION 3.32.010 OF THE WILDOMAR MUNICIPAL CODE

Section 3.32.010 [Applicability of Chapter 3.24] of Chapter 3.32 [Bidding and Contracts for Public Projects] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"**3.32.010 Bid Procedures.**
The City Council has adopted a resolution electing to make the City subject to the procedures set forth in the Uniform Public Construction Cost Accounting Act, Section 22000, et seq. of the California Public Contract Code (the "Act") and has notified the State Controller of such election. As such, public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let

to contract by procedures as set forth in Section 22032, et seq., of the Public Contract Code."

SECTION 3. AMENDMENT OF SECTION 3.32.020 OF THE WILDOMAR MUNICIPAL CODE

Section 3.32.020 [Bidder's security] of Chapter 3.32 [Bidding and Contracts for Public Projects] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be amended in its entirety to read as follows:

"3.32.020 Bidder's security.
When deemed necessary by the Administrative Services Director or designee, notices inviting bids may require that each bid be accompanied by bidder's security."

SECTION 4. ADDITION OF SECTION 3.32.060 TO THE WILDOMAR MUNICIPAL CODE

Section 3.32.060 [Dollar Amount of Public Project] of Chapter 3.32 [Bidding and Contracts for Public Projects] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be added in its entirety to read as follows:

"3.32.060 Dollar Amount of Public Project.
The dollar amount thresholds provided in this section shall automatically adjust upon the effectiveness of any adjustment notification by the State Controller in accordance with California Public Contract Code Section 22020 et seq., without the necessity of amending this section or any division herein to reflect any such adjustment.

1. Public projects of $75,000 or less may be performed by City employees by force account, by negotiated contract or by purchase order. Per California Public Contract Code Section 22032, no bidding is required. Such contracts may be approved and executed by the City Manager or designee.
2. Public projects of $75,000.01 to $220,000 may be let to contract by informal bidding procedures as set forth in Section 3.32.040 below.
3. Public projects of more than $220,000 shall, except as otherwise provided in this section, be let to contract by formal bidding procedure as set forth in Section 3.32.050 below."

SECTION 5. ADDITION OF SECTION 3.32.070 TO THE WILDOMAR MUNICIPAL CODE

Section 3.32.070 [Informal Bidding Procedures] of Chapter 3.32 [Bidding and Contracts for Public Projects] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be added in its entirety to read as follows:

"3.32.070 Informal Bidding Procedures.
Projects eligible for informal bidding, pursuant to subsection (b) of Section 22032 of the

Public Contract Code, shall be awarded to the lowest responsive and responsible bidder in accordance with the Uniform Construction Cost Accounting Act, California Public Contract Code Section 22034 et seq., as follows:

1. Contractors list: The Director of Public Works shall maintain a list of qualified contractors identified according to categories of work. Such list shall comply with the requirements of Public Contract Code Section 22034.
2. Notice Inviting Informal Bids: Pursuant to subsection (b) of Section 22032 of the Public Contract Code, A notice inviting informal bids shall be prepared, which shall describe the project in general terms, describe how to obtain more detailed information about the project, and state the time and place for the submission of bids. The notice inviting informal bids shall be circulated using one or both of the following alternatives:
    a) Notices inviting informal bids may be mailed, faxed, or emailed not less than ten days before bids are due, to all contractors for the category of work to be bid as shown on the list developed in accordance with this section.
    b) Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:
        1) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
3. Award of Contracts: The informal bids for public projects shall be awarded by the City Manager or his designee."

SECTION 6. ADDITION OF SECTION 3.32.080 TO THE WILDOMAR MUNICIPAL CODE

Section 3.32.080 [Formal Bidding Procedures] of Chapter 3.32 [Bidding and Contracts for Public Projects] of Title 3 [Revenue and Finance] of the Wildomar Municipal Code shall be added in its entirety to read as follows:

"3.32.080. Formal Bidding Procedures.

Public projects to be let pursuant to formal bidding procedures shall be awarded to the lowest responsive and responsible bidder in accordance with, but not limited to, the procedures set forth below.

1. Notice inviting formal bids. The following are required:
    a) Contents of notice. Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.
    b) Publication of notice. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the City, or otherwise comply with the requirements of California Public Contracts Code Section 22037.
    c) Electronic transmission of notice. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed

to all construction trade journals as specified in California Public Contract Code Section 22036. The notice shall be sent at least 15 calendar days before the date of opening the bids.

d) Per California Labor Code Section 1771.1, the notice must state that a contractor or subcontractor is not qualified to bid on, be last in a bid proposal for, or perform work on a project unless it is registered and qualified under California Labor Code Section 1725.5.

e) Instructions to bidders. The notice inviting formal bids should also identify the contract documents to be considered, the availability of information, any scheduled pre-bid meetings, bid protest procedures, addenda, and any other procedures to be followed for bids to be considered.

f) Bid package. The bid package should include the following:
   1) The proposal form;
   2) Submission of sealed bids;
   3) A public bid opening;
   4) Award to the lowest, responsive and responsible bidder;
   5) City reservation in notice inviting bids of the right to reject any or all bids and to waive minor irregularities;
   6) Award and execution of a written contract;
   7) Reference to applicable state or federally funded project requirements;
   8) Performance and payment bonds;
   9) Listing of subcontractors; and
   10) Any other materials required by the City in the bid documents.

SECTION 7. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Adoption of this ordinance is not subject to CEQA, as it is not a “Project” as defined by CEQA. (PRC Section 21065 and CEQA Guidelines Section 15378). The Guidelines define a "project" as the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is …an activity directly undertaken by any public agency including … public works construction and related activities. Under CEQA, "projects" must be discretionary, public agency actions which have the potential of affecting the environment. A project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

SECTION 8. SEVERABILITY

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

more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 9. **EFFECTIVE DATE**

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

SECTION 10. **CITY CLERK ACTION**

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

INTRODUCED AND APPROVED FOR FIRST READING this 13th day of November, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Opted-in Participating Agencies

	AGENCY	COUNTY	DATE - OPTED IN
City			
	City of Adelanto	San Bernardino	5/9/2007
	City of Alameda	Alameda	1/17/1990
	City of Aliso Viejo	Orange	5/16/2018
	City of American Canyon	Napa County	9/19/2023
	City of Anderson	Shasta	1/21/1986
	City of Angels	Calaveras	8/18/2009
	City of Antioch	Contra Costa	11/24/1998
	City of Arcata	Humboldt	8/1/2001
	City of Arroyo Grande	San Luis Obispo	4/13/1999
	City of Artesia	Los Angeles	5/11/2009
	City of Atascadero	San Luis Obispo	5/27/1986
	City of Atwater	Merced	7/28/2008
	City of Auburn	Placer	8/11/2003
	City of Avalon	Los Angeles	12/4/2018
	City of Azusa	Los Angeles	8/22/1999
	City of Baldwin Park	Los Angeles	10/15/2014
	City of Banning	Riverside	8/27/2019
	City of Barstow	San Bernardino	4/4/2011
	City of Beaumont	Riverside	11/7/2017
	City of Bellflower	Los Angeles	8/24/2020
	City of Belmont	San Mateo	1/11/2011
	City of Belvedere	Marin	1/5/1987
	City of Benicia	Solano	4/3/1990
	City of Beverly Hills	Los Angeles	9/18/1996
	City of Bishop	Inyo	5/28/2019
	City of Blue Lake	Humboldt	5/22/1984
	City of Bradbury	Los Angeles	6/17/1997
	City of Brawley	Imperial	10/31/2019
	City of Brea	Orange	8/17/2004
	City of Brentwood	Contra Costa	4/28/2009
	City of Brisbane	San Mateo	10/28/1991
	City of Buellton	Santa Barbara	2/1/1992
	City of Burlingame	San Mateo	8/2/1993
	City of Calabasas	Los Angeles	2/22/2012
	City of Calexico	Imperial	1/21/2014

AGENCY	COUNTY	DATE - OPTED IN
City of California	Kern	12/3/1991
City of Calimesa	Riverside	12/4/2023
City of Calistoga	Napa	2/7/1991
City of Camarillo	Ventura	5/13/2009
City of Campbell	Santa Clara	2/4/1986
City of Canyon Lake	Riverside	3/1/2000
City of Capitola	Santa Cruz	7/12/2012
City of Carlsbad	San Diego	11/8/1988
City of Carpinteria	Santa Barbara	5/22/2000
City of Carson	Los Angeles	2/7/2017
City of Ceres	Stanislaus	8/22/1988
City of Chino	San Bernardino	10/1/2019
City of Chino Hills	San Bernardino	12/1/1991
City of Chowchilla	Madera	12/11/2000
City of Claremont	Los Angeles	1/10/1989
City of Clayton	Contra Costa	11/16/2021
City of Cloverdale	Sonoma	3/17/1986
City of Clovis	Fresno	10/21/2013
City of Coachella	Riverside	8/19/1986
City of Coalinga	Fresno	10/10/2019
City of Colusa	Colusa	4/2/1991
City of Commerce	Los Angeles	6/1/2021
City of Concord	Contra Costa	3/26/2013
City of Corcoran	Kings	12/15/1997
City of Corning	Tehama	10/28/2003
City of Corona	Riverside	3/16/1988
City of Coronado	San Diego	4/1/2008
City of Costa Mesa	Orange	6/6/2006
City of Cotati	Somona	9/24/2008
City of Covina	Los Angeles	9/15/2015
City of Crescent	Del Norte	1/20/1986
City of Cupertino	Santa Clara	12/9/1986
City of Daly City	San Mateo	5/23/2011
City of Dana Point	Orange	4/11/2017
City of Davis	Yolo	5/20/1987
City of Del Mar	San Diego	2/21/2012
City of Desert Hot Springs	Riverside	4/18/2017

AGENCY	COUNTY	DATE - OPTED IN
City of Diamond Bar	Los Angeles	6/19/2018
City of Dixon	Solano	2/9/2016
City of Dublin	Alameda	8/21/2012
City of El Centro	Imperial	6/6/1990
City of El Cerrito	Contra Costa	11/15/2016
City of El Monte	Los Angeles	5/18/2004
City of El Segundo	Los Angeles	1/17/2006
City of Elk Grove	Sacramento	2/1/2016
City of Emeryville	Alameda	5/6/2003
City of Encinitas	San Diego	10/14/2020
City of Escondido	San Diego	2/7/2007
City of Fairfield	Solano	9/6/1988
City of Farmersville	Tulare	1/12/2009
City of Fillmore	Ventura	12/6/2017
City of Fontana	San Bernardino	4/28/2009
City of Fort Bragg	Mendocino	4/13/1987
City of Foster	San Mateo	2/16/1999
City of Fountain Valley	Orange	8/19/2008
City of Fowler	Fresno	4/21/2020
City of Fremont	Alameda	11/12/2002
City of Fullerton	Orange	7/1/1997
City of Galt	Sacramento	3/18/1997
City of Garden Grove	Orange	9/27/2005
City of Gardena	Los Angeles	12/11/2012
City of Glendora	Los Angeles	5/28/2024
City of Goleta	Santa Barbara	10/20/2003
City of Gonzales	Monterey	6/21/2010
City of Grand Terrace	San Bernardino	11/10/2020
City of Greenfield	Monterey	11/18/1986
City of Gridley	Butte	7/3/1989
City of Gustine	Merced	10/6/2009
City of Half Moon Bay	San Mateo	9/19/2006
City of Hanford	Kings	5/15/2012
City of Hawthorne	Los Angeles	12/23/1985
City of Healdsburg	Sonoma	10/20/2014
City of Hemet	Riverside	10/25/1988
City of Hercules	Contra Costa	10/15/2015

AGENCY	COUNTY	DATE - OPTED IN
City of Hermosa Beach	Los Angeles	9/12/2023
City of Hidden Hills	Los Angeles	5/14/2001
City of Highland	San Bernardino	9/10/2002
City of Hollister	San Benito	6/5/2023
City of Hughson	Stanislaus	8/23/2004
City of Imperial Beach	San Diego	3/20/1990
City of Indio	Riverside	2/18/2009
City of Industry	Los Angeles	2/25/1999
City of Ione	Amador	3/3/2009
City of Irvine	Orange	2/27/2003
City of Irwindale	Los Angeles	2/27/1986
City of Jackson	Amador	3/25/2019
City Of Jurupa Valley	Riverside	7/1/2011
City of Kerman	Fresno	12/16/1986
City of La Cañada Flintridge	Los Angeles	10/19/2021
City of La Habra Heights	Los Angeles	7/10/2023
City of La Mirada	Los Angeles	3/14/2017
City of La Puente	Los Angeles	4/10/2018
City of La Verne	Los Angeles	2/1/1988
City of Lafayette	Contra Costa	6/13/2005
City of Laguna Hills	Orange	4/28/1992
City of Laguna Niguel	Orange	12/6/2005
City of Lake Elsinore	Riverside	7/22/2014
City of Lake Forest	Orange	2/6/2007
City of Lakeport	Lake	6/20/2017
City of Lakewood	Los Angeles	12/14/2021
City of Lancaster	Los Angeles	1/9/2007
City of Larkspur	Marin	2/18/1998
City of Lathrop	San Joaquin	11/28/2006
City of Lawndale	Los Angeles	9/3/2013
City of Lemon Grove	San Diego	11/15/2011
City of Lemoore	Kings	5/17/2017
City of Livermore	Alameda	4/9/2018
City of Lodi	San Joaquin	4/7/2021
City of Lompoc	Santa Barbara	11/19/1991
City of Los Banos	Merced	8/6/1986
City of Lynwood	Los Angeles	10/10/2005

AGENCY	COUNTY	DATE - OPTED IN
City of Madera	Madera	12/21/2022
City of Malibu	Los Angeles	10/9/2020
City of Manhattan Beach	Los Angeles	7/18/2017
City of Manteca	San Joaquin	2/9/2019
City of Martinez	Contra Costa	2/4/1987
City of Maywood	Los Angeles	6/12/2019
City of Mendota	Fresno	7/23/2019
City of Menlo Park	San Mateo	10/21/2008
City of Mesa	San Diego	5/10/2011
City of Mill Valley	Marin	9/8/1987
City of Millbrae	San Mateo	5/22/2018
City of Milpitas	Santa Clara	6/21/2016
City of Mission Viejo	Orange	12/12/1988
City of Monrovia	Los Angeles	4/7/2015
City of Monte Sereno	Santa Clara	5/6/1997
City of Montebello	Los Angeles	2/12/2020
City of Monterey Park	Los Angeles	2/15/2012
City of Moorpark	Ventura	3/3/1986
City of Moreno Valley	Riverside	5/13/1986
City of Morgan Hill	Santa Clara	7/15/2015
City of Morro Bay	San Luis Obispo	1/12/2004
City of Murrieta	Riverside	7/1/1991
City of Newark	Alameda	6/22/2023
City of Norwalk	Los Angeles	4/28/1986
City of Novato	Marin	1/17/1984
City of Oakdale	Stanislaus	11/4/2002
City of Oakley	Contra Costa	8/11/2020
City of Oceanside	San Diego	12/19/2012
City of Ojai	Ventura	3/11/2014
City of Ontario	San Bernardino	7/19/2016
City of Orange	Orange	6/22/1999
City of Orange Cove	Fresno	2/26/2014
City of Orinda	Contra Costa	8/3/2010
City of Oroville	Butte	7/19/2022
City of Oxnard	Ventura	3/8/1994
City of Pacifica	San Mateo	9/11/2000
City of Palm Springs	Riverside	12/19/2001

AGENCY	COUNTY	DATE - OPTED IN
City of Parlier	Fresno	4/1/2017
City of Paso Robles	San Luis Obispo	6/4/2002
City of Patterson	Stanislaus	8/19/2003
City of Perris	Riverside	10/11/1988
City of Pico Rivera	Los Angeles	5/1/1989
City of Pinole	Contra Costa	11/15/2016
City of Pismo Beach	San Luis Obispo	5/1/2012
City of Pittsburg	Contra Costa	3/2/1992
City of Pleasant Hill	Contra Costa	3/4/2003
City of Pleasanton	Alameda	10/1/1991
City of Plymouth	Plymouth	10/12/2023
City of Portola	Plumas	9/8/1987
City of Poway	San Diego	2/1/2022
City of Rancho Cordova	Sacramento	12/5/2016
City of Rancho Cucamonga	San Bernardino	6/21/2017
City of Rancho Mirage	Riverside	7/30/1987
City of Rancho Palos Verdes	Los Angeles	4/3/2007
City of Rancho Santa Margarita	Orange	1/17/2002
City of Redding	Shasta	2/18/1992
City of Redlands	San Bernardino	9/17/1996
City of Reedley	Fresno	9/8/2015
City of Rialto	San Bernardino	9/28/2021
City of Rio Dell	Humboldt	4/18/2006
City of Rio Vista	Solano	7/1/2010
City of Ripon	San Joaquin	10/8/2019
City of Riverbank	Stanislaus	3/27/2006
City of Rohnert Park	Sonoma	3/23/2004
City of Rolling Hills Estates	Los Angeles	11/10/2015
City of San Bruno	San Mateo	6/25/2019
City of San Carlos	San Mateo	6/25/2001
City of San Clemente	Orange	3/17/1993
City of San Dimas	Los Angeles	9/10/2019
City of San Fernando	Los Angeles	4/18/2016
City of San Gabriel	Los Angeles	5/20/2008
City of San Jacinto	Riverside	8/2/2001
City of San Joaquin	Fresno	6/11/1991
City of San Juan Bautista	San Benito	8/20/2019

AGENCY	COUNTY	DATE - OPTED IN
City of San Juan Capistrano	Orange	9/19/2006
City of San Luis Obispo	San Luis Obispo	4/15/2003
City of San Marino	Los Angeles	3/19/2008
City of San Pablo	Contra Costa	11/2/2009
City of Sanger	Fresno	3/19/2015
City of Santa Clarita	Los Angeles	3/28/1989
City of Santa Fe Springs	Los Angeles	1/9/1986
City of Santa Maria	Santa Barbara	12/7/1993
City of Santa Paula	Ventura	11/3/2003
City of Saratoga	Santa Clara	3/5/1986
City of Sausalito	Marin	9/11/2012
City of Scotts Valley	Santa Cruz	3/5/1986
City of Seaside	Monterey	3/19/2009
City of Sebastopol	Sonoma	7/21/2009
City of Sierra Madre	Los Angeles	10/3/2017
City of Simi Valley	Ventura	10/21/1985
City of Solana Beach	San Diego	6/14/2017
City of Soledad	Monterey	9/2/2020
City of Solvang	Santa Barbara	4/14/2008
City of Sonoma	Sonoma	5/15/2002
City of Sonora	Tuolume	10/19/2020
City of South El Monte	Los Angeles	2/12/2002
City of South Gate	Los Angeles	5/9/2000
City of South Lake Tahoe	El Dorado	4/15/2014
City of South Pasadena	Los Angeles	6/6/2016
City of South San Francisco	San Mateo	3/12/2003
City of St. Helena	Napa County	11/13/2001
City of Stanton	Orange	5/24/2011
City of Suisun	Solano	5/21/1996
City of Susanville	Lassen	8/13/2003
City of Tehama	Tehama	6/12/1990
City of Temecula	Riverside	3/12/1991
City of Temple City	Los Angeles	7/16/2013
City of Thousand Oaks	Ventura	7/9/1991
City of Tracy	San Joaquin	9/1/2009
City of Trinidad	Humboldt	5/14/2024
City of Tulelake	Siskiyou	8/16/2022

AGENCY	COUNTY	DATE - OPTED IN
City of Turlock	Stanislaus	9/10/1985
City of Tustin	Orange	3/17/2003
City of Twentynine Palms	San Bernardino	9/22/1998
City of Ukiah	Mendocino	8/16/1989
City of Union City	Alameda	4/12/2005
City of Vacaville	Solano	6/8/1993
City of Victorville	San Bernardino	7/15/2003
City of Villa Park	Orange	7/24/2007
City of Vista	San Diego	7/26/1994
City of Walnut	Los Angeles	4/22/1987
City of Walnut Creek	Contra Costa	11/18/2014
City of Waterford	Stanislaus	9/6/2018
City of Watsonville	Santa Cruz	6/24/1986
City of West Covina	Los Angeles	12/18/2007
City of West Hollywood	Los Angeles	5/2/1988
City of Westlake Village	Los Angeles	3/25/2009
City of Westminster	Orange	1/14/2009
City of Wheatland	Yuba	4/9/2019
City of Williams	Colusa	4/7/2010
City of Willits	Mendocino	4/12/1986
City of Winters	Yolo	3/1/2011
City of Woodland	Yolo	1/16/2007
City of Yorba Linda	Orange	3/3/1986
City of Yuba	Sutter	12/7/1993
City of Yucaipa	San Bernardino	2/26/2001
Town of Colma	San Mateo	4/8/2009
Town of Corte Madera	Marin	1/19/1988
Town of Fairfax	Marin	4/3/2013
Town of Hillsborough	San Mateo	7/13/2003
Town Of Loomis	Placer	10/24/1995
Town of Los Altos Hills	Santa Clara	11/8/2007
Town of Los Gatos	Santa Clara	11/16/2021
Town of Moraga	Contra Costa	5/26/2004
Town of Portola Valley	San Mateo	6/24/2015
Town of Ross	Marin	8/11/1994
Town of San Anselmo	Marin	1/8/2013
Town of Tiburon	Marin	1/21/1987

AGENCY	COUNTY	DATE - OPTED IN
Town of Windsor	Sonoma	9/16/2015
Town of Woodside	San Mateo	6/26/2001
Town of Yountville	Napa	5/16/1989
Town of Yucca Valley	San Bernardino	11/27/1991
Total Cities	**298**	

AGENCY	COUNTY	DATE - OPTED IN
Community College District		
Allan Hancock Joint Community College District	Santa Barbara	1/20/2018
Antelope Valley College	Los Angeles	7/11/2016
Barstow Community College District	San Bernardino	10/20/2021
Butte-Glenn Community College District	Butte	1/30/2013
Cabrillo Community College District	Santa Cruz	9/12/2005
Cerritos Community College District	Los Angeles	8/10/2011
Chabot-Las Positas Community College District	Alameda	2/20/2007
Chaffey Community College District	San Bernardino	3/25/2010
Citrus Community College District	Los Angeles	4/12/1994
City College of San Francisco	San Mateo	1/24/2019
College of the Sequoias Community College District	Tulare	9/18/2003
College School District	Santa Barbara	7/1/2015
Compton Community College District	Los Angeles	1/19/2010
Contra Costa Community College District	Contra Costa	10/25/2006
Desert Community College District	Riverside	4/19/2006
El Camino Community College District	Los Angeles	4/15/2019
Foothill-De Anza Community College	Santa Clara	4/4/2016
Gavilan Joint Community College District	Santa Clara	1/12/2016
Grossmont-Cuyamaca Community College District	San Diego	11/9/2021
Hartnell Community College District	Monterey	10/4/2011
Imperial Valley College	Imperial	4/17/2019
Kern Community College District	Kern	3/2/1995
Lake Tahoe Community College District	El Dorado	4/10/2018
Lassen Community College District	Lassen	5/8/2018
Long Beach City College	Los Angeles	10/23/2012
Los Angeles Community Colleges District	Los Angeles	5/16/2001
Los Rios Community College District	Sacramento	4/10/2019
Marin Community College District	Marin	4/18/2017
Mark Twain Union Elementary School District	Calaveras	4/25/2024
Mendocino-Lake Community College District	Mendocino	8/1/2007
Merced Community College District	Merced	6/13/2006
Mira Costa Community College District	San Diego	11/16/2010
Monterey Peninsula Community College District	Monterey	7/27/2006
Mt. San Antonio Community College	Los Angeles	12/17/2008
Mt. San Jacinto Community College District	Riverside	6/28/2007
Napa Valley Community College District	Napa	10/9/2008
North Orange County Community College District	Orange County	10/8/2013

AGENCY	COUNTY	DATE - OPTED IN
Ohlone Community College District	Alameda	6/10/2009
Palo Verde Community College District	Riverside	4/12/2016
Palomar Community College District	San Diego	5/9/2023
Pasadena City College	Los Angeles	8/21/2013
Peralta Community College District	Alameda	5/13/2020
Rancho Santiago Community College District	Orange	11/20/1995
Redwoods Community College District	Humboldt	2/7/2012
Rio Hondo Community College District	Los Angeles	2/18/2015
Riverside Community College District	Riverside	2/16/2010
San Bernardino Community College District	San Bernardino	9/13/2007
San Diego Community College District	San Diego	1/25/2018
San Francisco City College	San Mateo	1/24/2019
San Joaquin Delta College	San Joaquin	4/18/2017
San Jose Evergreen Community College District	Santa Clara	12/11/2018
San Luis Obispo County Community College District	San Luis Obispo	1/7/2015
San Mateo County Community College District	San Mateo	5/9/2007
Santa Barbara City College	Santa Barbara	6/28/2007
Santa Clarita Community College District	Los Angeles	1/21/2004
Shasta-Tehama-Trinity Joint Community College District	Shasta	10/13/2010
Sierra Joint Community College District	Placer	6/13/2006
Siskiyou Joint Community College District	Siskiyou	6/3/2008
Solano Community College District	Solano	7/18/2018
Sonoma County Junior College District	Sonoma	3/14/2006
South Orange County Community College District	Orange County	11/19/2018
State Center Community College District	Fresno	8/1/2017
Ventura County Community College District	Ventura	2/10/2015
Victor Valley Community College District	San Bernardino	6/11/2019
West Hills Community College District	Fresno	4/11/1995
West Kern Community College District	Kern	2/9/2005
West Valley Mission Community College District	Santa Clara	3/16/2006
Yuba Community College District	Yuba	7/9/2020
Total Community College Districts	**68**	

	AGENCY	COUNTY	DATE - OPTED IN
County			
	County of Alameda	Alameda	3/15/1994
	County of Alpine	Alpine	9/18/2001
	County of Butte	Butte	6/22/1999
	County of Calaveras	Calaveras	2/27/2006
	County of Contra Costa	Contra Costa	9/14/1993
	County of Del Norte	Del Norte	9/14/1993
	County of El Dorado	El Dorado	5/6/1986
	County of Fresno	Fresno	12/10/1997
	County of Glenn	Glenn	7/18/1995
	County of Humboldt	Humboldt	2/21/1995
	County of Imperial	Imperial	3/9/1999
	County of Inyo	Inyo	8/9/2022
	County of Kern	Kern	12/3/2013
	County of Kings	Kings	9/20/1994
	County of Lake	Lake	9/6/1994
	County of Lassen	Lassen	11/27/2007
	County of Madera	Madera	1/13/2000
	County of Marin	Marin	6/17/1986
	County of Mariposa	Mariposa	4/11/1995
	County of Mendocino	Mendocino	5/18/1999
	County of Mono	Mono	11/16/1999
	County of Napa	Napa	11/1/2010
	County of Orange	Orange County	8/18/1998
	County of Plumas	Plumas	8/15/2006
	County of Riverside	Riverside	7/11/1995
	County of Sacramento	Sacramento	10/14/1999
	County of San Benito	San Benito	11/10/2023
	County of San Bernardino	San Bernardino	5/25/1993
	County of San Joaquin	San Joaquin	10/7/2014
	County of San Luis Obispo	San Luis Obispo	11/17/1987
	County of San Mateo	San Mateo	6/28/1994
	County of Santa Barbara	Santa Barbara	4/7/1986
	County of Santa Clara	Santa Clara	6/11/1991
	County of Shasta	Shasta	8/2/1994
	County of Sierra	Sierra	2/3/2015
	County of Siskiyou	Siskiyou	4/20/2010
	County of Solano	Solano	11/22/2013

AGENCY	COUNTY	DATE - OPTED IN
County of Sonoma	Sonoma	2/7/1995
County of Stanislaus	Stanislaus	3/11/1986
County of Sutter	Sutter	6/6/1995
County of Tehama	Tehama	7/19/2024
County of Trinity	Trinity	10/17/1989
County of Tulare	Tulare	2/21/1995
County of Tuolumne	Tuolumne	9/22/1992
County of Ventura	Ventura	7/1/1996
County of Yolo	Yolo	8/27/2002
County of Yuba	Yuba	12/31/1990
Total Counties	**47**	

AGENCY	COUNTY	DATE - OPTED IN
School District		
Acalanes Union High School District	Contra Costa	5/15/2019
Adelanto School District	Alameda	9/11/2006
Alameda County Office of Education	Alameda	9/12/2023
Alameda Unified School District	Alameda	2/25/2014
Albany Unified School District	Alameda	6/24/2014
Alexander Valley Union School District	Sonoma	10/19/2015
Alhambra Unified School District	Los Angeles	5/13/2014
Alisal Union School District	Monterey	3/9/2009
Allensworth Elementary School District	Tulare	5/10/2016
Alpaugh Unified School District	Tulare	9/14/2017
Alpine County Office of Education	Alpine	6/23/2016
Alpine County Unified School District	Alpine	6/23/2016
Alpine Union School District	San Diego	5/13/2020
Alta Vista Elementary School District	Tulare	12/11/2006
Alum Rock Union Elementary School District	Santa Clara	11/13/2008
Alvord Unified School District	Riverside	12/12/2019
Anaheim Elementary School District	Orange	5/29/2019
Anderson Union High School District	Shasta	7/1/1994
Anderson Valley Unified School District	Mendocino	1/18/2018
Antelope Valley Joint Union High School District	Los Angeles	2/7/2007
Antioch Charter Academy	Contra Costa	5/20/2024
Antioch Charter Academy II	Contra Costa	5/20/2024
Antioch Unified School District	Contra Costa	2/23/1994
Apple Valley Unified School District	San Bernardino	4/21/2004
Arcadia Unified School District	Los Angeles	11/10/2015
Arcata School District	Humboldt	10/14/2019
Armona Union Elementary School District	Kings	1/22/2009
Aromas-San Juan Unified School District	San Benito	6/19/2013
Arvin Union School District	Kern	4/9/2019
Atwater Elementary School District	Merced	4/12/2011
Auburn Union Elementary School District	Placer	10/22/2008
Azusa Unified School District	Los Angeles	2/20/2018
Baker Valley Unified School District	San Bernardino	6/12/2014
Bakersfield City School District	Kern	3/8/1994
Baldwin Park Unified School District	Los Angeles	2/14/2017
Ballico-Cressey School District	Merced	3/11/2021
Banning Unified School District	Riverside	2/14/2008

AGENCY	COUNTY	DATE - OPTED IN
Banta Elementary School District	San Joaquin	11/14/2019
Barstow Unified School District	San Bernardino	10/8/2002
Bear Valley Unified School District	San Bernardino	3/18/2020
Beardsley School District	Kern	12/13/2021
Beaumont Unified School District	Riverside	5/8/2007
Bella Vista Elementary School	Shasta	8/13/2019
Belleview Elementary School District	Tuolumne	2/25/2016
Bellevue Union School District	Sonoma	4/15/2014
Bellflower Unified School District	Los Angeles	12/9/2019
Belmont-Redwood Shores School District	San Mateo	8/17/2023
Bend Elementary School District	Tehama	8/9/2006
Benicia Unified School District	Solano	5/21/2015
Bennett Valley Union School District	Sonoma	10/7/2015
Berkeley Unified School District	Alameda	12/13/2001
Berryessa Union School District	Santa Clara	12/6/2016
Beverly Hills Unified School District	Los Angeles	1/26/2016
Big Creek Elementary School District	Fresno	9/6/2023
Big Pine Unified School District	Inyo	11/9/2010
Big Springs Union Elementary School District	Siskiyou	10/12/2023
Big Sur Unified School District/Public Valley School	Monterey	8/27/2019
Biggs Unified School District	Butte	6/25/2018
Black Oak Mine Unified School District	El Dorado	8/9/2018
Blochman Union School District	Santa Barbara	5/13/2014
Blue Lake Union Elementary School District	Humboldt	6/29/2023
Bonita Unified School District	Los Angeles	12/10/2014
Bonsall Union School District	San Diego	5/12/2011
Borrego Springs Unified School District	San Diego	7/22/2015
Brea Olinda Unified School District	Orange	11/9/2015
Brentwood Union School District	Contra Costa	12/7/1994
Bret Harte Union High School District	Calaveras	6/30/2008
Briggs Elementary School District	Ventura	5/9/2007
Brittan Elementary School District	Sutter	3/14/2023
Buellton Union School District	Santa Barbara	6/14/2017
Buena Park School District	Orange	1/25/2021
Buena Vista Elementary School	Tulare	9/3/2008
Burbank Unified School District	Los Angeles	2/2/2012
Burlingame School District	San Mateo	3/15/2022

AGENCY	COUNTY	DATE - OPTED IN
Burnt Ranch School District	Trinity	11/8/2018
Burrel Union Elementary School District	Fresno	2/2/2016
Burton School District	Tulare	4/16/2018
Butte County Office of Education	Butte	11/19/2007
Butte Valley Unified School District	Siskiyou County	7/19/2023
Buttonwillow Union School District	Kern	5/8/2023
Byron Union Elementary	Contra Costa	5/5/1993
Cabrillo Unified School District	San Mateo	11/8/2012
Cajon Valley Union School District	San Diego	10/23/2012
Calaveras Unified School District	Calaveras	1/12/2016
Calexico Unified School District	Imperial	11/8/2018
Calistoga Joint Unified School District	Napa	3/3/2014
Cambrian School District	Santa Clara	5/13/2003
Camino Union School District	El Dorado	2/9/2016
Campbell Union High School District	Santa Clara	10/1/2010
Campbell Union School District	Santa Clara	9/23/2010
Camptonville Academy Governing Board (CORE)	Los Angeles	6/12/2012
Cardiff School District	San Diego	4/22/2004
Carlsbad Unified School District	San Diego	11/12/2014
Carmel Unified School District	Monterey	3/30/2016
Caruthers Unified School District	Fresno	8/25/2014
Cascade Union Elementary School District	Shasta	5/13/2020
Castaic Union School District	Los Angeles	2/21/2013
Castro Valley Unified School District	Alameda	3/9/2005
Center (Joint) Unified School District	Sacramento	4/21/2010
Centinela Valley Union High School District	Los Angeles	7/26/2011
Central School District	San Bernardino	10/11/2018
Central Unified School District	Fresno	1/22/2013
Central Union High School District	Imperial	5/14/2024
Central Union School District	Kings	6/13/2016
Chaffey Joint Union High School District	San Bernardino	5/17/2005
Charter Oak Unified School District	Los Angeles	8/9/2018
Chatom Union Elementary School District	Stanislaus	4/12/2022
Chawanakee Unified School District	Madera	7/19/2016
Chicago Park Elementary School District	Nevada	4/15/2021
Chico Unified School District	Butte	11/15/2000
Chino Valley Unified School District	San Bernardino	5/9/2013

AGENCY	COUNTY	DATE - OPTED IN
Chowchilla Elementary School District	Madera	10/15/2007
Chula Vista Elementary School District	San Diego	1/20/2016
Cinnabar Elementary School District	Sonoma	6/27/2017
City of Menifee	Riverside	10/1/2008
Claremont Unified School District	Los Angeles	3/18/2013
Clay Joint Elementary School District	Fresno	8/4/2015
Clear Creek Elementary School District	Nevada	1/10/2023
Cloverdale Unified School District	Sonoma	11/14/2016
Clovis Unified School District	Fresno	1/5/2011
Coalinga-Huron Unified School District	Fresno	7/23/2019
Coast Unified School District	San Luis Obispo	12/14/2000
Coffee Creek Elementary School	Trinity	5/10/2019
Cold Spring Elementary School District	Santa Barbara	2/11/2013
Colfax Elementary School District	Placer	4/10/2024
Colton Joint Unified School District	San Bernardino	10/4/2007
Colton, Redlands, Yucaipa Regional Occupational Progr	San Bernardino	2/17/2017
Columbia Elementary School District	Shasta	9/15/2015
Columbia Union School District	Tuolumne	11/10/2015
Columbine School	Tulare	3/13/2019
Colusa County Office of Education	Colusa	6/21/2023
Colusa Unified School District	Colusa	9/20/2011
Compton Unified School District	Los Angeles	12/12/2000
Conejo Valley Unified School District	Ventura	10/2/2007
Contra Costa County Office of Education	Contra Costa	6/28/2006
Corcoran Unified School District	Kings	1/10/2012
Corning Union Elementary School District	Tehama	7/12/2016
Corning Union High School District	Tehama	5/17/2018
Coronado Unified School Districr	San Diego	2/8/2018
Corona-Norco Unified School District	Riverside	5/1/2018
Cotati-Rohnert Park	Sonoma	6/28/2016
Cottonwood Creek Charter School	Shasta	2/13/2018
Cottonwood Union School District	Shasta	6/6/2017
County Unified School District	Amador	6/14/2017
Covina-Valley Unified School District	Los Angeles	9/8/2020
Cuddeback Union Elementary School District	Humboldt	3/8/2023
Culver City Unified School District	Los Angeles	9/29/2015
Cupertino Union School District	Santa Clara	8/20/2013

AGENCY	COUNTY	DATE - OPTED IN
Curtis Creek School District	Tuolumne	9/17/2019
Cutler-Orosi Joint Unified School District	Tulare	6/12/2002
Dehesa School District	San Diego	9/16/2016
Del Mar Union School District	San Diego	9/25/2013
Del Norte County Unified School District	Del Notre	3/12/2009
Delano Joint Union High School District	Kern	6/14/2004
Delano Union School District	Kern	6/10/2008
Delhi Unified School District	Merced	12/13/2016
Delphic Elementary School District	Siskiyou	10/11/2023
Denair Unified School District	Stanislaus	3/14/2002
Desert Center Unified School District	Riverside	12/13/2016
Desert Sands Unified School District	Riverside	4/2/2019
Di Giorgio Elementary School District	Kern	3/16/2022
Dinuba Unified School District	Tulare	3/25/1999
Dixon Unified School District	Solano	11/17/2011
Dos Palos - Oro Loma Joint Unified School District	Merced	7/25/2017
Douglas City Elementary School	Trinity	3/26/2020
Downey Unified School District	Los Angeles	4/9/2019
Duarte Unified School District	Los Angeles	1/15/2015
Dublin Unified School District	Alameda	3/2/1994
Ducor Union Elementary School District	Tulare	2/13/2024
Dunsmuir Elementary School District	Siskiyou	4/20/2021
Dunsmuir Joint Union High School District	Siskiyou	4/15/2015
Durham Unified School District	Butte	5/20/2020
Earlimart School District	Tulare	8/20/2019
East Nicolaus Joint Union High School Districts	Sutter	6/11/2020
East Side Union High School District	Santa Clara	2/14/2013
East Whittier City School District	Los Angeles	12/7/2015
Eastern Sierra Unified School District	Mono	5/29/2008
Eastside Union School District	Los Angeles	2/14/2013
El Centro Elementary School District	Imperial	8/11/2016
El Dorado County Office of Education	El Dorado	12/14/2021
El Dorado Union High School District	El Dorado	8/23/2011
El Monte City School District	Los Angeles	10/17/2016
El Monte Union High School District	Los Angeles	8/5/2015
El Nido Elementary School District	Merced	6/13/2023
El Segundo Unified School District	Los Angeles	6/14/2022

AGENCY	COUNTY	DATE - OPTED IN
El Tejon Unified School District	Kern	4/11/2019
Elk Grove Unified School District	Sacramento	2/4/2020
Emery Unified School District	Alameda	9/23/2020
Empire Union School District	Stanislaus	8/5/2004
Encinitas Union School District	San Diego	1/20/2015
Enterprise Elementary School District	Shasta	3/7/2012
Escalon Unified School District	San Joaquin	6/14/2005
Escondido Union High School District	San Diego	12/11/2018
Escondido Union School District	San Diego	9/26/2018
Esparto Unified School District	Yolo	9/23/2015
Etiwanda School District	San Bernardino	11/8/2012
Eureka City School Distict	Eureka	12/14/2017
Eureka Union School District	Placer	3/7/2006
Evergreen School District	Santa Clara	6/23/2005
Evergreen Union School District	Tehama	5/17/1994
Exeter Unified School District	Tulare	6/12/2014
Fairfax School District	Kern	9/11/2014
Fairfield-Suisun Unified School District	Solano	3/26/2009
Fall River Joint Unified School District	Shasta	6/28/2017
Fallbrook Union Elementary School District	San Diego	10/3/2022
Fallbrook Union High School District	San Diego	5/1/1997
Farmersville Unified School District	Tulare	9/24/2019
Ferndale Unified School District	Humboldt	10/11/2023
Fieldbrook School District	Humboldt	11/15/2016
Fillmore Unified School District	Ventura	1/15/2013
Firebaugh-Las Deltas Unified School District	Fresno	10/8/2015
Flournoy Elementary School District	Tehama	9/19/2023
Folsom Cordova Unified School District	Sacramento	11/18/2010
Fontana Unified School District	San Bernardino	12/12/2007
Forestville Union School District	Sonoma	6/11/2018
Fort Bragg Unified School District	Mendocino	3/14/2024
Fort Ross Elementary School District	Sonoma	3/27/2017
Fort Sage Unified School District	Lassen	3/20/2024
Fortuna Elementary School District	Humboldt	8/9/2018
Fortuna Union High School District	Humboldt	12/10/2019
Fountain Valley School District	Orange	9/7/2017
Fowler Unified School District	Fresno	5/11/2016

AGENCY	COUNTY	DATE - OPTED IN
Franklin Elementary School District	Sutter	12/11/2018
Franklin-McKinley School District	Santa Clara	8/26/2008
Fremont Unified School District	Alameda	6/19/1996
Fremont Union High School District	Santa Clara	11/13/2018
Fresno County Office of Education	Fresno	6/19/2008
Fresno Unified School District	Fresno	1/8/2014
Fruitvale School District	Kern	5/10/1994
Fullerton Joint Union High School District	Orange	6/6/2023
Fullerton School District	Orange	11/9/2022
Galt Joint Union Elementary School District	Sacramento	9/21/2022
Garden Grove Unified School District	Orange	12/17/2013
Garvey School District	Los Angeles	4/4/2002
Gateway Unified School District	Shasta	4/15/2015
General Shafter School District	Kern	4/5/2019
Gerber Union Elementary School District	Tehama	10/18/2021
Geyserville Unified School District	Sonoma	8/12/2020
Gilroy Unified School District	Santa Clara	1/19/2006
Glendale Unified School District	Los Angeles	12/13/2011
Glendora Unified School District	Los Angeles	6/24/2019
Glenn County Office of Education	Glenn	6/8/2018
Gold Oak Union School District	El Dorado	1/25/2016
Gold Trail Union School District	El Dorado	4/26/2006
Golden Feather Union School District	Butte	5/1/2019
Golden Plains Unified School District	Fresno	9/13/2016
Golden Valley Unified School District	Madera	4/25/2017
Goleta Union School District	Santa Barbara	4/12/2017
Gonzales Unified School District	Monterey	5/23/2023
Grant Elementary School District	Shasta	6/14/2018
Grass Valley School District	Nevada	9/10/2013
Gratton School District	Stanislaus	2/3/2015
Gravenstein Union School District	Sonoma	5/11/1994
Graves School District	Monterey County	4/26/2023
Great Valley Academy Charter School	Stanislaus	7/16/2009
Greenfield Union School District	Monterey	11/6/2007
Greenfield Union School District - Bakersfield	Kern	2/22/2012
Gridley Unified School District	Butte	11/4/2020
Grossmont Union High School District	San Diego	4/29/2004

AGENCY	COUNTY	DATE - OPTED IN
Guadalupe Union School District	Santa Barbara	6/20/2013
Guerneville School District	Sonoma	5/27/2016
Hacienda La Puente Unified School District	Los Angeles	6/10/2021
Hamilton Unified School District	Glenn	2/28/2018
Hanford Elementary School District	Kings	10/28/2015
Happy Valley Union Elementary School District	Shasta	10/8/2019
Harmony Union School District	Sonoma	4/20/2017
Hart-Ransom Union School District	Stanislaus	3/25/2015
Hayward Unified School District	Alameda	6/27/2007
Healdsburg Unfied School District	Sonoma	4/25/2017
Heber Elementary School District	Imperial	4/11/2019
Helendale School District	San Bernardino	12/12/2007
Hemet Unifed School District	Riverside	3/4/2008
Hermosa Beach School District	Los Angeles	5/13/2009
Hesperia Unified School District	San Bernardino	7/9/2001
Hickman Community Charter District	Stanislaus	5/30/2007
Hillsborough City School District	San Mateo	4/17/2019
Hilmar Unified School District	Merced	3/13/2012
Hollister School District	San Benito	1/22/2008
Holtville Unified School District	Imperial	3/11/2021
Hope Elementary School Distrct	Tulare	1/11/2023
Hope School District	Santa Barbara	11/14/2016
Hueneme Elementary School District	Ventura	10/24/2016
Hughson Unified School District	Stanislaus	6/12/2007
Huntington Beach City School District	Orange	11/15/2022
Huntington Beach Union High School District	Orange	11/18/2019
Igo-Ono-Platina Union School District	Shasta	1/12/2015
Imperial Unified School District	Imperial	6/24/2021
Indian Diggings School District	El Dorado	10/14/2020
Indian Springs Elementary School District	Shasta	1/12/2022
Inglewood Unified School District	Los Angeles	6/27/2014
Island Union School District	Kings	11/20/2019
Jamestown Elementary School District	Tuolumne	11/9/2022
Jamul Dulzura Union Elementary School District	San Diego	4/19/2016
Jefferson Elementary School District	San Mateo	11/9/2016
Jefferson School District	San Joaquin	6/22/2010
Jefferson Union High School District	San Mateo	4/17/2007

AGENCY	COUNTY	DATE - OPTED IN
John Swett Unified School District	Contra Costa	4/13/2011
Johnstonville Elementary School District	Lassen	10/11/2023
Julian Union High School	San Diego	
Junction City Elementary School District	Trinity	2/13/2020
Junction Elementray School District	Shasta	1/19/2017
Jurupa Unified School District	Riverside	3/14/2016
Kelseyville Unified School District	Lake	11/15/2016
Kentfield School District	Marin	5/9/2017
Kenwood School District	Sonoma	10/14/2015
Keppel Union School District	Los Angeles	3/23/2000
Kerman Unified School District	Fresno	5/21/2015
Kern County Superintendent of Schools	Kern	1/8/2019
Kern High School District	Kern	5/2/1994
Kernville Union School District	Kern	7/24/2013
Keyes Union School District	Stanislaus	4/9/2008
King City Union School District	Monterey	6/17/2009
Kings Canyon Joint Unified	Fresno	4/15/1996
Kings County Office of Education	Kings	5/6/1998
Kings River Union Elementary School District	Fresno	5/12/2008
Kings River-Hardwick School District	Kings	3/12/2024
Kingsburg Elementary Charter School District	Fresno	10/13/2016
Kingsburg Joint Union High School District	Fresno	12/11/2017
Kit Carson Union Elementary School District	Kings	8/19/2015
Kneeland School District	Humboldt	3/6/2024
Knights Ferry Elementary School District	Stanislaus	4/15/2021
Knightsen Elementary School District	Contra Costa	4/13/2016
Konocti Unified School District	Lake	6/20/2018
La Cañada Unified School District	Los Angeles	10/15/2013
La Habra City School District	Orange	3/14/2019
La Honda-Pescadero Unified School District	San Mateo	7/4/2009
La Mesa-Spring Valley Schools	San Diego	10/3/2017
Lafayette School District	Contra Costa	4/13/2017
Laguna Salada Union Elementary	San Mateo	8/10/1995
Lagunitas School District	Marin	3/15/2018
Lake County Office of Education	Lake	4/18/2018
Lake Elementary School District	Glenn	4/17/2018
Lake Elsinore Unified School District	Riverside	11/20/2008

AGENCY	COUNTY	DATE - OPTED IN
Lakeport Unified School District	Lake	11/12/2015
Lakeside Joint School District	Santa Clara	3/3/2021
Lakeside Union Elementary School District	Kings	4/11/2019
Lakeside Union Elementary School District (Kings)	Kings	4/11/2019
Lakeside Union School District (Bakersfield)	Kern	11/10/2009
Lakeside Union School District (Lakeside)	San Diego	8/10/2017
Lamont Elementary School District	Kern	7/29/2015
Lancaster School District	Los Angeles	12/7/2010
Las Lomitas Elementary School District	San Mateo	8/18/2021
Las Virgenes Unified School District	Los Angeles	12/11/2007
Lassen Union High School District	Lassen	12/12/2017
Lassen View Union Elementary School District	Tehama	4/15/2019
Laton Unified School District	Fresno	11/10/2015
Latrobe School District	El Dorado	5/17/2006
Lawndale Elementary School District	Los Angeles	5/19/2022
Laytonville Unified School District	Mendocino	2/2/2017
Le Grand Union Elementary School	Merced	3/19/2024
Lemon Grove School District	San Diego	6/12/2018
Lemoore Union Elementary School District	Kings	10/13/2015
Lemoore Union High School District	Kings	5/19/1994
Lennox School District	Los Angeles	9/24/2021
Lewiston Elementary School	Trinity	6/24/2019
Liberty Elementary School District (Petaluma)	Sonoma	1/16/2020
Liberty Elementary School District (Tulare)	Tulare	11/9/2010
Liberty Union High School District	Contra Costa	9/25/2013
Linden Unified School District	San Joaquin	7/20/2005
Lindsay Unified School District	Tulare	9/11/2006
Linns Valley -Poso Flat School District	Kern	6/24/2019
Little Lake City School District	Los Angeles	9/24/2013
Live Oak School District	Santa Cruz	10/4/2023
Livermore Valley Joint Unified School District	Alameda	3/15/2016
Livingston Union School District	Merced	8/11/2011
Lodi Unified School District	San Joaquin	9/4/2012
Loma Prieta Elementary School District	Santa Clara	3/8/2006
Lompoc Unified School District	Santa Barbara	6/14/2016
Long Beach Unified School District	Los Angeles	3/21/2018
Loomis Union School District	Placer	8/8/2024

AGENCY	COUNTY	DATE - OPTED IN
Los Altos School District	Santa Clara	9/19/2022
Los Angeles County Office of Education	Los Angeles	2/13/2024
Los Banos Unified School District	Merced	7/17/2008
Los Gatos Union School District	Santa Clara	4/20/2010
Los Gatos-Saratoga High School District	Santa Clara	7/29/2008
Los Molinos Unified School District	Tehama	7/19/1994
Los Olivos School District	Santa Barbara	5/8/2017
Lost Hills Union School District	Kern	1/12/2015
Lowell Joint School District	Los Angeles	4/6/2020
Lucerne Elementary School District	Lake	2/9/2022
Lucerne Valley Unified School District	San Bernadino	11/2/2005
Lucia Mar Unified School District	San Luis Obispo	7/13/1999
Lynwood Unified School District	Los Angeles	5/8/2007
Madera Unified School District	Madera	1/9/1996
Mammoth Unified School District	Mono	6/13/2019
Manchester Union Elementary School District	Mendocino	4/17/2018
Manhattan Beach Unified School District	Los Angeles	11/9/2022
Manteca Unified School District	San Joaquin	7/12/2005
Manzanita Elementary School District	Butte	6/16/2021
Maple Elementary School District	Kern County	9/14/2023
Marcum-Illinois Union Elementary School District	Sutter	5/11/2020
Maricopa Elementary School	Kern	4/5/1995
Mariposa County Office of Education	Mariposa	6/16/2016
Mariposa County Unified School District	Mariposa	6/16/2016
Martinez Unified School District	Contra Costa	6/12/2006
Marysville Joint Unified School District	Yuba	4/26/2016
Maxwell Unified School District	Colusa	9/10/2014
McCabe Union Elementary School District	Imperial	1/10/2023
McSwain Union Elementary School District	Merced	5/9/2017
Mendocino County Office of Education	Mendocino	6/17/2016
Mendocino Unified School District	Menodcino	12/17/2015
Mendota Unified School District	Fresno	9/13/2023
Menifee Union School District	Riverside	10/27/2020
Menlo Park City School District	San Mateo	4/4/2007
Merced City School District	Merced	10/19/2004
Merced County Office of Education	Merced	4/7/2008
Merced Union High School District	Merced	6/10/2015

AGENCY	COUNTY	DATE - OPTED IN
Mesa Union School District	Ventura	12/13/2011
Metropolitan Education District	Santa Clara	6/24/2009
Middletown Unified School District	Lake	4/19/2006
Mill Valley School District	Marin	6/1/2020
Millbrae School District	San Mateo	4/12/2018
Miller Creek School District	Marin	5/11/2021
Millville Elementary School	Shasta	12/13/2011
Milpitas Unified School District	Santa Clara	11/25/2003
Modesto City School District	Stanislaus	8/9/2004
Modoc County Office of Education	Modoc	11/15/2011
Modoc Joint Unified School District	Modoc	4/21/1994
Mojave Unified School District	Kern	3/9/2010
Monroe Elementary School District	Fresno	3/10/2020
Monrovia Unified School District	Los Angeles	8/22/2018
Monson-Sultana Joint Union Elementary School District	Tulare	8/6/2019
Monte Rio Union School District	Sonoma	12/8/2011
Montecito Union School District	Santa Barbara	5/1/2024
Monterey County Board of Education	Monterey	4/18/2012
Monterey Peninsula Unified School District	Monterey	2/13/1996
Montgomery School District	Sonoma	3/9/2015
Moorpark Unified School District	Ventura	6/14/2016
Moraga School District	Contra Costa	6/12/2007
Moreland School District	Santa Clara	3/25/2008
Moreno Valley Unified School District	Riverside	3/8/2005
Morgan Hill Unified School District	Santa Clara	6/5/2018
Morongo Unified School District	San Bernardino	11/5/2013
Mount Pleasant Elementary School District	Santa Clara	4/19/2023
Mount Shasta Union School District	Siskiyou	11/12/2019
Mountain Elementary School District	Santa Cruz	9/12/2018
Mountain Empire Unified School District	San Diego	10/8/2013
Mountain Union Elementary School District	Shasta	3/13/2019
Mountain Valley Unified School District	Trinity	11/14/2018
Mountain View School District (El Monte)	Los Angeles	1/16/2019
Mountain View School District (Ontario)	San Bernardino	4/10/2017
Mountain View-Los Altos Union High School District	Santa Clara	2/12/2001
Mountain View-Whisman School District	Santa Clara	6/3/2004
Mt. Diablo Unified School District	Contra Costa	2/24/2004

AGENCY	COUNTY	DATE - OPTED IN
Mupu Elementary School District	Ventura	11/18/2015
Murrieta Valley Unified School District	Riverside	5/18/2006
Napa County Office of Education	Napa	10/1/2016
Napa Valley Unified School District	Napa	12/6/2018
National School District	San Diego	1/23/2013
Natomas Unified School District	Sacramento	11/13/2013
Needles Unified School District	San Bernardino	2/15/2022
Nevada City School District	Nevada	2/14/2017
Nevada County Superintendent of Schools	Nevada	4/12/2023
Nevada Joint Union High School District	Nevada	11/13/1996
New Haven Unified School District	Alameda	3/1/1994
New Hope Elementary School District	San Joaquin	8/13/2024
Newark Unified School District	Alameda	7/5/2005
Newcastle Elementary School District	Placer	5/10/2017
Newhall School District	Los Angeles	11/27/2007
Newport-Mesa Unified School District	Orange	11/15/2022
Norris School District	Kern	2/28/1996
North County Joint Union School District	San Benito	2/16/2023
North Cow Creek Elementary School District	Shasta	9/20/2016
North Monterey County Unified School District	Monterey	6/12/2014
North Orange County Regional Occupational Program	Orange	4/8/2020
Northern Humboldt Union High School District	Humboldt	8/9/2016
Norwalk-La Mirada Unified School District	Los Angeles	1/6/2014
Novato Unified School District	Marin	1/29/2013
Nuestro Elementary School District	Sutter	3/8/2022
Nuview Union School District	Riverside	3/14/2019
Oak Grove Elementary School District	Santa Clara	8/22/1996
Oak Grove Union School District	Sonoma	4/13/2016
Oak Park Unified School District	Ventura	11/19/2013
Oak Valley Union School District	Tulare	3/8/2022
Oakdale Joint Unified School District	Stanislaus	8/14/2006
Oakland Unified School District	Alameda	10/14/2009
Oakley Union Elementary School District	Contra Costa	2/20/2002
Ocean View School District	Ventura	11/14/2006
Oceanside Unified School District	San Diego	10/9/2018
Ojai Unified School District	Ventura	2/7/2012
Old Adobe Union School District	Sonoma	12/11/2012

AGENCY	COUNTY	DATE - OPTED IN
Ontario-Montclair School District	San Bernardino	1/15/2009
Orange Center School District	Fresno	7/10/2019
Orange Unified School District	Orange	1/17/2019
Orcutt Union School District	Santa Barbara	10/9/2019
Orick Elementary School District	Humboldt	6/8/2023
Orinda Union School District	Contra Costa	6/13/2016
Orland Unified School District	Glenn	2/13/2018
Oro Grande Elementary School District	San Bernardino	5/9/2006
Oroville City Elementary School District	Butte	3/22/2017
Oroville Union High School District	Butte	8/15/2018
Oxnard School District	Ventura	6/16/2010
Oxnard Union High School District	Ventura	9/28/1994
Pacheco Union School District	Shasta	4/13/2021
Pacific Grove Unified School District	Monterey	6/29/2017
Pacific Union Elementary School District	Fresno	10/11/2022
Pacific Union School District	Humboldt	9/8/2016
Pacifica Union School District.	San Mateo	8/28/2019
Pajaro Valley Unified School District	Santa Cruz	11/8/2000
Palermo Union School District	Butte	8/17/2016
Palm Springs Unified School District	Riverside	1/12/1999
Palmdale School District	Los Angeles	9/16/2008
Palo Alto Unified School District	Santa Clara	3/13/2001
Palo Verde Union Elementary School District	Tulare	12/12/2018
Palos Verdes Peninsula Unified School District	Los Angeles	4/18/2018
Panama-Buena Vista Union School District	Kern	11/14/2006
Paramount Unified School District	Los Angeles	9/14/2022
Parlier Unified School District	Fresno	10/27/2009
Pasadena Unified School District	Los Angeles	10/7/2008
Paso Robles Joint Unified School District	San Luis Obispo	8/26/1997
Patterson Joint Unified School District	Stanislaus	5/5/2019
Perris Union High School District	Riverside	9/21/2005
Petaluma City School District	Sonoma	8/22/2023
Piedmont Unified School District	Alameda	1/9/2019
Pierce Joint Unified School District	Colusa	3/12/2015
Pine Ridge Elementary School District	Fresno	5/22/2017
Piner-Olivet Union School District	Sonoma	6/14/2005
Pioneer Union Elementary School District	Kings	2/9/2022

AGENCY	COUNTY	DATE - OPTED IN
Pioneer Union School District	El Dorado	6/25/2015
Pittsburg Unified School District	Contra Costa	1/24/2007
Pixkey Union School District	Tulare	2/9/2016
Placer County Office of Education	Placer	7/13/2006
Placer Hills Union School District	Placer	12/16/2019
Placer Union High School District	Placer	7/12/2005
Placerville Union School District	El Dorado	2/17/2016
Plaza Elementary School District	Glenn	4/26/2018
Pleasant Valley Joint Union Elementary School District	San Luis Obispo	12/9/2015
Pleasant Valley School District	Ventura	2/16/2012
Pleasant View School District	Tulare	7/14/2014
Pleasanton Unified School District	Alameda	3/14/2017
Plumas Lake Elementary School District	Yuba	2/20/2020
Plumas Unified School District	Plumas	10/10/2018
Pollack Pines Elementary School District	El Dorado	3/8/2011
Pomona Unified School District	Los Angeles	12/10/2014
Pond Union School District	Kern	8/11/2015
Pope Valley Union Elementary School District	Napa	2/15/2017
Porterville Unified School District	Tulare	9/8/2016
Portola Valley School District	San Mateo	3/6/2019
Potter Valley Community Unified School District	Mendocino	4/5/2017
Poway Unified School District	San Diego	9/14/2017
Princeton Joint Unified School District	Colusa	5/20/2021
Raisin City Elementary School District	Fresno	10/11/2022
Ramona Unified School District	San Diego	3/17/2015
Ravenswood City School District	San Mateo	4/27/2017
Red Bluff Joint Union High School District	Tehama	5/18/1994
Red Bluff Union School District	Tehama	10/26/1999
Redding School District	Shasta	1/12/2015
Redlands Unified School District	San Bernardino	1/15/2008
Redondo Beach Unified School District	Los Angeles	1/22/2019
Redwood City School District	San Mateo	8/24/2005
Reed Union School District	Marin	6/13/2023
Reeds Creek Elementary School District	Tehama	12/15/2022
Reef-Sunset Unified School District	Kings	11/18/1999
Rescue Union School District	El Dorado	8/7/2001
Rialto Unified School District	San Bernardino	11/18/2002

AGENCY	COUNTY	DATE - OPTED IN
Richfield Elementary School District	Tehama	6/18/2024
Richgrove Elementary School District	Tulare	10/14/2010
Richland School District	Kern	8/21/2006
Richmond Elementary School District	Lassen	5/11/2017
RIM of the World Unified School District	San Bernardino	6/10/2009
Rincon Valley Union School District	Sonoma	6/21/1994
Rio Bravo-Greeley Union School District	Kern	10/8/2018
Rio School District	Ventura	2/17/2004
Ripon Unified School District	San Joaquin	3/11/2019
River Delta Unified School District	Solano	5/11/2021
Riverbank Unified School District	Stanislaus	3/6/2018
Riverdale Joint Unified School District	Fresno	6/8/2016
Riverside County Office of Education	Riverside	11/17/2011
Riverside Unified School District	Riverside	6/21/2004
Roberts Ferry Union School District	Stanislaus	4/17/2018
Rockford School District	Tulare	12/13/2018
Rocklin Unified School District	Placer	10/18/2017
Romoland School District	Riverside	2/13/2018
Rosedale Union School District	Kern	7/12/2005
Roseland Charter School	Sonoma	4/16/2019
Roseland School District	Sonoma	8/15/2007
Roseville City School District	Placer	6/23/2005
Ross Elementary School District	Marin	6/9/2021
Ross Valley School District	Marin	5/16/2017
Round Valley Joint Elementary School District	Inyo	5/14/2012
Rowland Unified School District	Los Angeles	8/18/2008
Sacramento City Unified School District	Sacramento	1/27/1992
Sacramento County Office of Education	Sacramento	5/17/2022
Saddleback Valley Unified School District	Orange	2/9/2017
Salinas City Elementary School District	Monterey	1/9/2006
Salinas Union High School District	Monterey	9/11/2018
San Benito High School District	San Benito	10/22/2019
San Bernardino City Unified School District	San Bernardino	1/21/2021
San Bernardino County Superintendent of Schools	San Bernardino	4/3/2017
San Bruno Park School District	San Mateo	6/14/2000
San Carlos Elementary School District	San Mateo	2/13/1996
San Diego County Office of Education (K-12 Public Scho	San Diego	11/4/2015

AGENCY	COUNTY	DATE - OPTED IN
San Dieguito Union High School District	San Diego	8/17/2017
San Francisco Unified School District	San Francisco	10/27/2015
San Gabriel Unified School District	Los Angeles	12/13/2022
San Jacinto Unified School District	Riverside	8/17/2010
San Jose Unified School District	Santa Clara	12/10/1998
San Juan Unified School District	Sacramento	5/28/1996
San Leandro Unified School District	Alameda	5/20/2014
San Lorenzo Unified School District	Alameda	3/1/1994
San Lorenzo Valley Unified School District	Santa Cruz	9/16/2020
San Luis Coastal Unified School District	San Luis Obispo	4/23/1996
San Luis Obispo County Office of Education	San Luis Obispo	1/6/2000
San Marcos Unified School District	San Diego	7/15/2014
San Marino Unified Scool District	Los Angeles	9/14/2010
San Mateo County Office of Education	San Mateo	10/17/2017
San Mateo Union High School District	San Mateo	11/18/2021
San Mateo-Foster City School District	San Mateo	5/7/2009
San Miguel Unified School District	San Luis Obispo	4/4/2006
San Pasqual Union School District	San Diego	8/10/2004
San Rafael City Schools	Marin	4/10/1995
San Ramon Valley Unified School District	Contra Costa	3/6/2007
San Ysidro School District	San Diego	2/8/2018
Sanger Unified School District	Fresno	10/9/2012
Santa Ana Unified School District	Orange County	2/12/2019
Santa Barbara School Districts	Santa Barbara	1/27/2009
Santa Clara County Office of Education	Santa Clara	3/20/2019
Santa Clara Elementary School District	Ventura	11/18/2015
Santa Clara Unified School District	Santa Clara	5/27/1999
Santa Cruz City Schools	Santa Cruz	10/26/2005
Santa Cruz County Office of Education	Santa Cruz	10/21/2021
Santa Maria Joint Union High School District	Santa Barbara	7/11/2005
Santa Maria-Bonita School District	Santa Barbara	4/8/2009
Santa Monica-Malibu Unifed School District	Los Angeles	11/18/2010
Santa Paula Unified School District	Ventura	5/16/2013
Santa Rita Union Elementary School District	Monterey	5/1/2012
Santa Rosa City School District	Sonoma	10/28/2015
Santa Ynez Valley Union High School District	Santa Barbara	4/3/2017
Santee School District	San Diego	9/4/2012

AGENCY	COUNTY	DATE - OPTED IN
Saratoga Union School District	Santa Clara	2/8/2018
Saucelito School District	Tulare	7/19/2016
Saugus Union School District	Los Angeles	2/2/2004
Schools Insurance Group	Placer County	10/9/2019
Scotia Union School District	Humboldt	3/9/2023
Scott Valley Unified School District	Siskiyou	6/15/2016
Scotts Valley Unified School District	Santa Cruz	10/26/2021
Sebastopol Union School District	Sonoma	6/9/2016
Seeley Union School District	Imperial	12/17/2019
Selma Unified School District	Fresno	8/23/2021
Sequoia Union Elementary School District	Tulare	6/25/2020
Sequoia Union High School District	San Mateo	10/5/1994
Shandon Joint Unified School District	San Luis Obispo	5/16/2015
Shasta County Office of Education	Shasta	11/12/2014
Shasta Trinity Regional Occupation Program Joint Powe	Shasta	5/4/2021
Shasta Union Elementary School District	Shasta	1/12/2015
Shasta Union High School District	Shasta	5/12/2015
Shoreline Unified School District	Sonoma	1/19/2017
Sierra Charter School	Fresno	6/10/2021
Sierra County Office of Education	Sierra	9/13/2019
Sierra Sands Unified School District	Kern	6/16/1994
Sierra Unified School District	Fresno	4/9/2008
Sierra-Plumas Joint Unified School District	Sierra	9/13/2019
Silver Fork Elementary School District	El Dorado	3/1/2011
Silver Valley Unified School District	San Bernardino	12/9/2002
Simi Valley Unified School District	Ventura	9/11/2012
Siskiyou County Office of Education	Siskiyou	3/15/2023
Siskiyou Union High School District	Siskiyou	8/12/2015
Snowline Joint Unified School District	San Bernardino	6/10/2003
Solana Beach School District	San Diego	4/23/2015
Soledad Unified School District	Monterey	12/9/2015
Solvang Elementary School District	Santa Barbara	10/11/2023
Somis Union School District	Ventura	3/13/2007
Sonoma County Office of Education	Sonoma	2/11/2016
Sonoma Valley Unified School District	Sonoma	4/9/1991
Sonora Elementary School District	Tuolumne	1/18/2012
Sonora Union High School District	Tuolumne	5/5/2005

AGENCY	COUNTY	DATE - OPTED IN
Soquel Union Elementary School District	Santa Cruz	9/6/2006
South Bay Union School District	San Diego	6/14/2004
South Fork Union School District	Kern	8/12/2013
South Monterey Joint Union High School District	Monterey	6/10/2009
South Pasadena Unified School District	Los Angeles	6/25/1996
South San Francisco Unified School District	San Mateo	5/24/2018
South Whittier School District	Los Angeles	12/15/2020
Southern California Regional Occupational Center	Los Angeles	6/17/2021
Southern Humboldt Joint Unified School District	Humboldt	2/9/2023
Southern Kern Unified School District	Kern	5/14/2014
Southern Trinity Joint Unified School District	Trinity	1/18/2022
Spencer Valley School District	San Diego	7/10/2003
Springville Union School District	Tulare	5/14/2008
St. Helena Unified School District	Napa	9/18/2008
Standard School District	Kern	11/21/2006
Stanislaus County Office of Education	Stanislaus	2/6/2006
Stanislaus Union School District	Stanislaus	12/18/2008
Stockton Unified School District	San Joaquin	2/27/2007
Stony Creek Joint Unified School District	Glenn	3/26/2024
Sulphur Springs Union School District	Los Angeles	4/13/2013
Summerville Elementary School District	Tuolumne	1/4/2011
Summerville Union High School District	Tuolumne	6/27/2000
Sundale Union Elementary School District	Tulare	10/10/2006
Sunnyside Union Elementary School	Tulare	7/16/2018
Sunnyvale School District	Santa Clara	3/30/2017
Sunol Glen Unified School District	Alameda	6/13/2017
Sutter County Superintendent of Schools	Sutter	2/11/2015
Sweetwater Union High School District	San Diego	11/14/2022
Sylvan Union School District	Modesto	11/17/2015
Taft City School District	Kern	10/8/2014
Taft Union High School District	Kern	4/19/2022
Tahoe Truckee Unified School District	Placer	6/6/2007
Tamalpias Union High School District	Marin	11/14/2017
Tehachapi Unified School District	Kern	5/19/1992
Tehama County Department of Education	Tehama	10/9/2019
Temecula Valley Unified School District	Riverside	4/17/2012
Temple City Unitfied School District	Los Angeles	10/28/2015

AGENCY	COUNTY	DATE - OPTED IN
Templeton Unified School District	San Luis Obispo	4/28/1994
Terra Bella Union Elementary School District	Tulare	6/17/2021
Thermalito Union Elementary School District	Butte	8/25/2016
Tipton Elementary School District	Tulare	11/3/2020
Torrance Unified School District	Los Angeles	7/16/2018
Tracy Unified School District	San Joaquin	2/22/2005
Traver Joint Elementary School District	Tulare	6/13/2023
Travis Unified School District	Solano	2/1/2019
Tree of Life International Charter School	Shasta	8/31/2021
Tri-County School Insurance Group (TCSIG)	Yuba	1/18/2019
Trinidad Union School District	Humboldt	8/17/2022
Trinity Alps Unified School District	Trinity	3/9/2016
Trinity Center Elementary School District	Trinity	4/12/2024
Trinity County Office of Education	Trinity	9/26/2020
Trona Joint Unified School District	San Bernardino	5/9/2019
Tulare City School District	Tulare	6/28/2022
Tulare County Office of Education	Tulare	2/13/2019
Tulelake Basin Joint Unified School District	Siskiyou	4/2/2009
Tuolumne County Superintent of Schools	Tuolumne	10/14/2019
Tustin Unified School District	Orange	10/23/2023
Twin Rivers Unified School District	Sacramento	6/24/2008
Two Rock Union School District	Sonoma	4/11/1995
Ukiah Unified School District	Mendocino	11/12/2015
Union Hill School District	Nevada County	4/4/2017
Union School District	Santa Clara	4/14/2014
Upland Unified School District	San Bernardino	10/22/2019
Upper Lake Elementary School District	Lake	3/16/2016
Vacaville Unified School District	Solano	6/11/2015
Val Verde Unified School District	Riverside	1/10/2017
Valle Lindo School District	Los Angeles	3/9/2016
Vallecitos School District	San Diego	8/14/2018
Vallejo City Unified School District	Solano	6/19/2019
Valley Center-Pauma Unified School District	San Diego	6/12/2001
Valley Home Joint School District	Stanislaus	6/20/2019
Ventura Unified School District	Ventura	10/8/2013
Victor Elementary School District	San Bernardino	1/15/2008
Victor Valley Union High School District	San Bernardino	4/27/2000

AGENCY	COUNTY	DATE - OPTED IN
Vineland School District	Kern	2/18/2020
Visalia Unified School District	Tulare	1/13/2009
Vista Del Mar Union School District	Santa Barbara	11/16/2016
Vista Unified School District	San Diego	11/19/2015
Walnut Creek School District	Contra Costa	6/20/1994
Warner Unified School District	San Diego	3/14/2016
Wasco Union Elementary School District	Kern	11/12/2013
Wasco Union High School District	Kern	2/13/2014
Washington Colony Elementary School District	Fresno	1/9/2018
Washington Unified School District	Sacramento	1/21/2016
Washington Unified School District - Fresno	Fresno	5/2/2012
Waterford Unified School District	Stanislaus	8/8/2019
Waugh Elementary School	Sonoma	5/25/1995
Waukena Joint Union Elementary	Tulare	5/11/2020
Weaver Union School District	Merced	4/13/2011
Weed Union Elementary School District	Siskiyou	6/10/2021
West Contra Costa Unified School District	Contra Costa	5/20/2009
West Covina Unified School District	Los Angeles	4/25/2017
West Park Elementary School District	Fresno	4/8/2019
West Side Union School District	Sonoma	6/25/2015
West Sonoma County High School District	Sonoma	6/17/2020
Westminster School District	Orange	3/29/2019
Westmorland Union Elementary School	Imperial	10/10/2023
Westside Elementary School District	Sacramento	11/18/2021
Westside Union School District	Los Angeles	2/3/2015
Wheatland Union High School District	Yuba	7/12/2018
Whittier City School District	Los Angeles	6/20/2017
Whittier Union High School	Los Angeles	12/11/2018
William S. Hart Union High School District	Los Angeles	8/15/2018
Williams Unified School District	Colusa	4/23/2020
Willits Unified School District	Mendocino	2/16/2012
Willows Unified School District	Glenn	12/10/2015
Wilmar Union School District	Sonoma	5/9/2024
Wilsona School District	Los Angeles	1/21/2021
Windsor Unified School District	Sonoma	3/9/1987
Winship-Robbins Elementary School District	Sutter	10/18/2021
Winters Joint Unified School District	Yolo	10/1/2015

AGENCY	COUNTY	DATE - OPTED IN
Wiseburn Unified School District	Los Angeles	3/23/2023
Woodlake Unified School District	Tulare	10/10/2012
Woodland Joint Unified School District	Yolo	2/12/2016
Woodside Elementary School District	San Mateo	2/23/2016
Woodville Union School District	Tulare	3/12/2019
Wright Elementary School District	Sonoma	5/21/2015
Yolo County Office of Education	Yolo	7/26/2016
Yosemite Unified School District	Madera	8/19/2019
Yreka Union High School District	Siskiyou	8/16/2023
Yuba City Unified School District	Sutter	4/20/1999
Yuba County Office of Education	Yuba	3/14/2007
Yucaipa-Calimesa Joint Unified School District	San Bernardino	8/20/2019
Total School Districts	**789**	

AGENCY	COUNTY	DATE - OPTED IN
Special District		
Alameda County Resource Conservation District	Alameda	6/19/2007
Alameda County Waste Management Authority	Alameda	12/18/2015
Alleghany County Water District	Sierra	5/2/2017
Almonte Sanitary District	Marin	7/28/2014
American River Fire Protection	Sacramento	8/19/1987
American River Flood Control District	Sacramento	11/13/1985
American Valley Community Services District	Plumas	6/11/2020
Anderson Springs Lighting District	Lake	9/6/1994
Antelope Valley Transit Authority	Los Angeles	6/27/2023
Apple Valley Fire Protection District	San Bernardino	7/18/2023
Arden Manor Recreation and Park District	Sacramento	11/20/2008
Arden Park Recreation & Park	Sacramento	3/1/1994
Beach Cities Health District	Los Angeles	3/22/2017
Bear Valley Community Services District	Kern	1/28/2016
Beaumont Library District	Riverside	4/27/2023
Bel Marin Keys Community Services District	Marin	11/19/2015
Big Bear Area Regional Wastewater Agency	San Bernardino	5/27/2020
Big Bear City Community Services District	San Bernardino	2/20/2024
Big Bear Municipal Water District	San Bernardino	9/7/2023
Big Pine Community Services District	Inyo	1/17/2024
Birchim Community Services District	Mono	10/17/2023
Bodega Bay Public Utility District	Sonoma	6/19/2019
Bolinas Fire Protection District	Marin	10/23/2017
Brannan-Andrus Levee Maintenance District	Sacramento	11/9/2023
Bridgeport Public Utility District	Mono	7/31/2017
Brooktrails Community Services	Mendocino	6/26/1986
Buena Park Library District	Orange	12/5/2023
Calaveras Public Utilities District	Calaveras	1/13/1987
California Fair Services Authority	Sacramento	12/7/1999
Cambria Community Services District	San Luis Obispo	6/27/2013
Cameron Estates Community Services District	El Dorado	10/19/2006
Cameron Park Community Services District	El Dorado	7/15/2015
Capital SouthEast Connector Joint Powers Authority	Sacramento	5/31/2024
Carmichael Recreation & Park	Sacramento	9/8/1987
Carpinteria Sanitary District	Santa Barbara	5/3/2016
Castro Valley Sanitary District	Alameda	10/3/2006
Cayucos Sanitary District	San Luis Obispo	4/15/2009

AGENCY	COUNTY	DATE - OPTED IN
Centerville Community Services District	Shasta	2/17/2021
Central Coast Blue Regional Recycled Water Authority	San Luis Obispo	2/5/2024
Central Contra Costa Sanitary District	Contra Costa	5/3/2018
Central Fire District of Santa Cruz County	Santa Cruz	6/8/2023
Central Marin Sanitation Agency	Marin	1/14/2004
Chester Public Utility District	Plumas	1/31/1991
Chico Area Recreation & Park District	Butte	4/27/2023
Clearlake Oaks Lighting District	Lake	9/6/1994
Clovis Cemetery District	Fresno	4/19/2011
Conejo Recreation & Park District	Contra Costa	9/4/2008
Contra Costa County Fire Protection	Contra Costa	9/14/1993
Contra Costa County Flood Control & Water Conservatio	Contra Costa	9/14/1993
Contra Costa County Sanitation #19	Contra Costa	9/14/1993
Contra Costa County Sanitation #5	Contra Costa	9/14/1993
Contra Costa County Sanitation #6	Contra Costa	9/14/1993
Cordova Recreation and Parks District	Sacramento	8/11/2001
Corinthian Bay Sanitation District	Lake	9/6/1994
Costa Mesa Sanitary District	Orange	8/26/2010
County Sanitation District No. 1 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 14 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 15 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 16 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 17 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 18 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 19 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 2 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 20 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 21 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 22 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 23 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 26 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 27 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 28 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 29 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 3 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 32 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 34 of Los Angeles County	Los Angeles	7/1/2020

AGENCY	COUNTY	DATE - OPTED IN
County Sanitation District No. 35 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 4 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 5 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 8 of Los Angeles County	Los Angeles	7/1/2020
County Sanitation District No. 9 of Los Angeles County	Los Angeles	7/1/2020
Crescent City Harbor District	Del Norte	7/16/1996
Crockett Community Services District	Contra Costa	3/28/2019
Crockett-Carquinez Fire Protection	Contra Costa	9/14/1993
Cupertino Sanitary District	Santa Clara	7/7/2010
Del Norte Solid Waste Management Authority	Del Norte	9/10/1997
Descanso Community Water District	San Diego	10/22/1992
Desert Water Agency	Riverside	9/23/1987
Diablo Community Services District	Contra Costa	2/9/2021
Dublin San Ramon Services District	Alameda	4/6/2018
East Bay Dischargers Authority	Alameda	12/17/2020
East Contra Costa Fire Protection District	Contra Costa	6/6/2016
East Palo Alto Sanitary District	San Mateo	9/16/1993
Ebbetts Pass Veterans Memorial District	Calaveras	10/8/1995
Elk Grove Community Services District	Sacramento	2/10/1987
Estero Municipal Improvement District	San Mateo	2/16/1999
Fair Oaks Recreation & Park District	Sacramento	9/8/1987
Fall River Valley Community Services District	Shasta	2/14/2024
Fallbrook Public Utility District	San Diego	6/26/2017
Florin Resource Conservation District	Sacramento	2/26/2000
Ford City-Taft Heights Sanitation District	Kern	4/8/2014
Forestville County Sanitation District	Sonoma	1/12/1995
Fresno County Fire Protection District	Fresno	5/17/2023
Fresno Metropolitan Flood Control District	Fresno	11/13/1990
Fulton-El Camino Recreation & Park District	Sacramento	5/18/1995
Georgetown Divide Public Utility District	El Dorado	4/11/2023
Georgetown Divide Recreation District	Glenn	10/28/2010
Gilsizer County Drainage District	Sutter	10/13/2021
Gilsizer Drainage District	Sutter	8/14/1996
Glenhaven Lighting District	Lake	9/6/1994
Gold Mountain Community Services District	Plumas	6/19/2015
Golden Hills Community Services District	Kern	11/9/1993
Golden West Community Services District	El Dorado	11/14/2015

AGENCY	COUNTY	DATE - OPTED IN
Goleta Sanitary District	Santa Barbara	4/18/2016
Great Basin Unified Air Pollution Control District	Mono	5/2/2019
Greater Hayfork Valley Park and Recreation District	Trinity	11/9/2020
Grizzly Lake Community Services District	Plumas	5/11/2017
Groveland Community Services District	Tuolumne	1/23/2006
Hamilton Branch Community Services District	Plumas	8/18/1993
Happy Camp Community Services District	Siskiyou	8/8/1990
Hayward Area Recreation and Park District	Alameda	6/26/2017
Hidden Valley Lake Community Services District	Lake	10/15/2019
Homestead Valley Sanitary District	Marin	7/22/2014
Honey Lake Valley Resource Conservation District	Lassen	10/20/1993
Hornbrook Community Services District	Siskiyou	4/25/2017
Housing Authority of the City of Alameda	Alameda	5/20/2020
Humboldt Bay Municipal Water District	Humboldt	10/14/2021
Humboldt Community Services District	Humboldt	12/14/2021
Humboldt County Resource Conservation District	Humboldt	7/8/2021
Humboldt Waste Management Authority	Humboldt	7/25/2001
Imperial Valley Emergency Cimmunications Authority (IV	Imperial	5/23/2019
Inland Empire Health Plan	San Bernardino	12/8/2014
Irish Beach Water District	Mendocino	9/12/1992
Ironhouse Sanitary District	Contra Costa	12/21/2021
Isla Vista Recreation & Park District	Santa Barbara	8/16/1990
Jamestown Sanitary District	Tuolumne	6/23/2011
Johnsville Public Utility District	Plumas	4/8/1984
June Lake Public Utility District	Mono	11/8/2023
Kelseyville County Waterworks District	Lake	9/6/1994
Kelseyville Lighting District	Lake	9/6/1994
Kern County Water Agency	Kern	3/27/1986
Kern Health Systems	Kern	2/9/2017
Kern Sanitation Authority	Kern	4/8/2014
Keyes Fire Protection District	Stanislaus	4/15/2009
Lake County Air Quality Management District	Lake	9/6/1994
Lake County Fire Protection District	Lake	7/24/2024
Lake County Flood Control District #5	Lake	9/6/1994
Lake County Flood Control District Zone #1	Lake	9/6/1994
Lake County Flood Control District Zone #4	Lake	9/6/1994
Lake County Flood Control District Zone #6	Lake	9/6/1994

AGENCY	COUNTY	DATE - OPTED IN
Lake County General Flood Control District	Lake	9/5/1994
Lake County Sanitation District	Lake	9/6/1994
Lake Don Pedro Community Services District	Stanislaus	1/20/2015
Lands End Sanitation District	Lake	9/6/1994
Las Gallinas Valley Sanitary District	Marin	4/26/2018
Lemon Grove Roadway Lighting District	San Diego	12/7/2011
Lemon Grove Sanitation District	San Diego	12/7/2011
Livermore Area Recreation & Park District	Alameda	12/10/1986
Lockwood Fire Protection District	Amador	1/28/2019
Los Altos Hills County Fire District	Santa Clara	9/16/2008
Lower Lake Lighting District	Lake	9/6/1994
Lucerne Lighting District	Lake	9/6/1994
Madera County Flood Control & Water Conservation	Madera	1/11/2000
Madera County Maintenance District No. 1	Madera	1/11/2000
Madera County Maintenance District No. 10	Madera	1/11/2000
Madera County Maintenance District No. 100 - Cattle W	Madera	1/11/2000
Madera County Maintenance District No. 101 - Old Corra	Madera	1/11/2000
Madera County Maintenance District No. 11	Madera	1/11/2000
Madera County Maintenance District No. 13	Madera	1/11/2000
Madera County Maintenance District No. 14	Madera	1/11/2000
Madera County Maintenance District No. 15	Madera	1/11/2000
Madera County Maintenance District No. 16	Madera	1/11/2000
Madera County Maintenance District No. 17	Madera	1/11/2000
Madera County Maintenance District No. 18	Madera	1/11/2000
Madera County Maintenance District No. 19	Madera	1/11/2000
Madera County Maintenance District No. 2 - Oakhurst Ar	Madera	1/11/2000
Madera County Maintenance District No. 20	Madera	1/11/2000
Madera County Maintenance District No. 21	Madera	1/11/2000
Madera County Maintenance District No. 22	Madera	1/11/2000
Madera County Maintenance District No. 23	Madera	1/11/2000
Madera County Maintenance District No. 24	Madera	1/11/2000
Madera County Maintenance District No. 25	Madera	1/11/2000
Madera County Maintenance District No. 26	Madera	1/11/2000
Madera County Maintenance District No. 27	Madera	1/11/2000
Madera County Maintenance District No. 28	Madera	1/11/2000
Madera County Maintenance District No. 29	Madera	1/11/2000
Madera County Maintenance District No. 30	Madera	1/11/2000

AGENCY	COUNTY	DATE - OPTED IN
Madera County Maintenance District No. 31	Madera	1/11/2000
Madera County Maintenance District No. 32	Madera	1/11/2000
Madera County Maintenance District No. 33	Madera	1/11/2000
Madera County Maintenance District No. 35	Madera	1/11/2000
Madera County Maintenance District No. 36	Madera	1/11/2000
Madera County Maintenance District No. 37 - La Vina	Madera	1/11/2000
Madera County Maintenance District No. 38	Madera	1/11/2000
Madera County Maintenance District No. 39	Madera	1/11/2000
Madera County Maintenance District No. 40	Madera	1/11/2000
Madera County Maintenance District No. 41	Madera	1/11/2000
Madera County Maintenance District No. 42	Madera	1/11/2000
Madera County Maintenance District No. 43	Madera	1/11/2000
Madera County Maintenance District No. 44 -Stillmeado	Madera	1/11/2000
Madera County Maintenance District No. 45 - River Knoll	Madera	1/11/2000
Madera County Maintenance District No. 46 - Ahwahnee	Madera	1/11/2000
Madera County Maintenance District No. 47 - Spook Lan	Madera	1/11/2000
Madera County Maintenance District No. 48 - Thornberry	Madera	1/11/2000
Madera County Maintenance District No. 49	Madera	1/11/2000
Madera County Maintenance District No. 5	Madera	1/11/2000
Madera County Maintenance District No. 50 - Morava	Madera	1/11/2000
Madera County Maintenance District No. 51 - Quail Ridg	Madera	1/11/2000
Madera County Maintenance District No. 52 - Lindy Lane	Madera	1/11/2000
Madera County Maintenance District No. 53 - Knolls Jun	Madera	1/11/2000
Madera County Maintenance District No. 54 - Happy Holl	Madera	1/11/2000
Madera County Maintenance District No. 55 - Woodland	Madera	1/11/2000
Madera County Maintenance District No. 56 - River Crest	Madera	1/11/2000
Madera County Maintenance District No. 57 - Adobe	Madera	1/11/2000
Madera County Maintenance District No. 58 - Sierra High	Madera	1/11/2000
Madera County Maintenance District No. 59 - Eagle	Madera	1/11/2000
Madera County Maintenance District No. 6	Madera	1/11/2000
Madera County Maintenance District No. 60 - Dillon Esta	Madera	1/11/2000
Madera County Maintenance District No. 61 - Vista Del	Madera	1/11/2000
Madera County Maintenance District No. 62 - Jennifer La	Madera	1/11/2000
Madera County Maintenance District No. 63 - Coarsegol	Madera	1/11/2000
Madera County Maintenance District No. 64 - Little Cree	Madera	1/11/2000
Madera County Maintenance District No. 65	Madera	1/11/2000
Madera County Maintenance District No. 66 - Bushy Kno	Madera	1/11/2000

AGENCY	COUNTY	DATE - OPTED IN
Madera County Maintenance District No. 67 - Whiskey C	Madera	1/11/2000
Madera County Maintenance District No. 68 - Bisset Stat	Madera	1/11/2000
Madera County Maintenance District No. 69 - Oak Juncti	Madera	1/11/2000
Madera County Maintenance District No. 7	Madera	1/11/2000
Madera County Maintenance District No. 70 - Blueberry	Madera	1/11/2000
Madera County Maintenance District No. 71 - Thornberry	Madera	1/11/2000
Madera County Maintenance District No. 72 - North Oak	Madera	1/11/2000
Madera County Maintenance District No. 73 - Quartz Mo	Madera	1/11/2000
Madera County Maintenance District No. 74 - Munson La	Madera	1/11/2000
Madera County Maintenance District No. 75 - Fairlane C	Madera	1/11/2000
Madera County Maintenance District No. 76 - River Falls	Madera	1/11/2000
Madera County Maintenance District No. 77 - Whittenbur	Madera	1/11/2000
Madera County Maintenance District No. 78 - San Ramo	Madera	1/11/2000
Madera County Maintenance District No. 79 - Serpa Can	Madera	1/11/2000
Madera County Maintenance District No. 8	Madera	1/11/2000
Madera County Maintenance District No. 80 - City View	Madera	1/11/2000
Madera County Maintenance District No. 81 - Blue Oak	Madera	1/11/2000
Madera County Maintenance District No. 82 - Poison Swi	Madera	1/11/2000
Madera County Maintenance District No. 83 - Lone Olive	Madera	1/11/2000
Madera County Maintenance District No. 84 - Mill Creek	Madera	1/11/2000
Madera County Maintenance District No. 85 - Valeta	Madera	1/11/2000
Madera County Maintenance District No. 86 - Hidden Me	Madera	1/11/2000
Madera County Maintenance District No. 87 - Madera So	Madera	1/11/2000
Madera County Maintenance District No. 88 - Safari Wor	Madera	1/11/2000
Madera County Maintenance District No. 89 - Silver Spur	Madera	1/11/2000
Madera County Maintenance District No. 9	Madera	1/11/2000
Madera County Maintenance District No. 90 - Raymond	Madera	1/11/2000
Madera County Maintenance District No. 91 - Hensley E	Madera	1/11/2000
Madera County Maintenance District No. 92	Madera	1/11/2000
Madera County Maintenance District No. 93 - Wilcox	Madera	1/11/2000
Madera County Maintenance District No. 94 - Deadwood	Madera	1/11/2000
Madera County Maintenance District No. 95 - Ranchos E	Madera	1/11/2000
Madera County Maintenance District No. 96 - Garnel Cre	Madera	1/11/2000
Madera County Maintenance District No. 97 - Cascadel	Madera	1/11/2000
Madera County Maintenance District No. 98 - Pine Mead	Madera	1/11/2000
Madera Irrigation District	Madera	10/17/2023
Madera-Chowchilla Water & Power Authority	Madera	12/7/2023

AGENCY	COUNTY	DATE - OPTED IN
Majestic Pines Community Services District	San Diego	9/19/2018
Manila Community Services District	Humboldt	10/10/1985
Marin Clean Energy	Marin	2/15/2018
Marin County Flood Control & Water Conservation Distri	Marin	10/29/1991
Marin County Open Space District	Marin	7/25/2006
Marin County Sanitary District No. 5	Marin	5/6/1996
Marin Wildfire Prevention Authority	Marin	12/10/2020
Marinwood Community Services District	Marin	6/11/2019
Maxwell Parks & Recreation Disitrict	Colusa	7/28/1994
McCloud Community Services District	Siskiyou	1/8/2007
McFarland Recreation & Park District	Kern	5/7/1984
McKinleyville Community Services District	Humboldt	8/8/1991
Meiners Oaks Sanitary District	Ventura	9/4/1984
Middletown Lighting District	Lake	9/6/1994
Middletown Sanitation	Lake	9/6/1994
Mission Oaks Recreation & Park District	Sacramento	9/8/1987
Mission Resource Conservation District	San Diego	11/22/1994
Mokelumne Hill Sanitary District	Calaveras	2/17/1987
Monterey Peninsula Airport District	Monterey	1/8/1997
Monterey Peninsula Water Management District	Monterey	4/16/2024
Monticello Public Cemetery District	Napa	10/5/2021
Moorpark Mosquito Abatement	Ventura	4/10/1987
Moreno Valley Community Services District	Riverside	11/23/1993
Mountain House Community Services District	San Joaquin	1/10/2018
Murphys Sanitary District	Calaveras	12/14/2023
Napa County Flood Control and Water Conservation Dist	Napa	7/14/2015
Napa County Transportation and Planning Agency	Napa	2/15/2012
Napa Sanitation District	Napa	3/11/1998
Napa-Vallejo Waste Management Authority	Napa	6/3/2013
Newhall Ranch Sanitation District of Los Angeles County	Los Angeles	7/1/2020
Nipomo Community Service District	San Luis Obispo	11/14/2018
North County Transit District	San Diego	2/21/2019
North Highlands Recreation & Park District	Sacramento	10/12/1988
North of River Sanitary District No. 1	Kern	6/5/2018
North Tahoe Public Utility District	Placer	12/14/2021
Novato Sanitary District	Marin	8/28/2006
Noyo Harbor District	Mendocino	11/9/2017

AGENCY	COUNTY	DATE - OPTED IN
Occidental County Sanitation District	Sonoma	12/6/1994
Oceano Community Services District	San Luis Obispo	11/9/2016
Ojai Valley Sanitary District	Ventura	11/21/1985
Orange County Fire Authority	Orange	1/26/1996
Orange County Sanitation #1	Orange	7/9/1986
Orange County Sanitation #11	Orange	7/9/1986
Orange County Sanitation #13	Orange	7/9/1986
Orange County Sanitation #14	Orange	7/9/1986
Orange County Sanitation #2	Orange	7/9/1986
Orange County Sanitation #3	Orange	7/9/1986
Orange County Sanitation #5	Orange	7/9/1986
Orange County Sanitation #6	Orange	7/9/1986
Orange County Sanitation #7	Orange	7/9/1986
Orangevale Recreation & Park District	Sacramento	10/10/1991
Oro Loma Sanitary District	Alameda	2/6/2007
Otay Water District	San Diego	10/1/2016
Pajaro Regional Flood Management Agency	Santa Cruz	3/8/2023
Palm Desert Water & Services District	Riverside	3/5/1987
Palo Verde Healthcare District	Riverside	8/31/2011
Palomar Pomerado Health	San Diego	10/17/2005
Peninsula Corridor Joint Powers Board	San Mateo	3/7/2024
Pilocene Ridge Community Services District	Sierra	6/21/2017
Placentia Library District	Orange	8/24/2023
Pleasant Hill Recreation & Park District	Contra Costa	10/24/2019
Pleasant Valley Recreation and Park District	Ventura	7/3/2024
Pliocene Ridge Community Services District	Sierra	6/21/2017
Plumas Eureka Community Services District	Plumas	8/9/2001
Point Dume Community Services District	Los Angeles	12/13/1990
Port of San Diego Unified Port District	San Diego	7/28/1998
Public Agency Risk Sharing Authority of California	Sacramento	12/1/2005
Quincy Sanitary District	Plumas	2/10/1986
Rancho Adobe Fire Protection District	Sonoma	10/16/2019
Reclamation District 2115	San Joaquin	10/31/2018
Reclamation District 556	Sacramento	12/19/2023
Reclamation District 773	San Joaquin	10/31/2018
Reclamation District No. 1608	San Joaquin	7/11/2018
Reclamation District No. 2126	San Joaquin	10/11/2018

AGENCY	COUNTY	DATE - OPTED IN
Reclamation District No. 828	San Joaquin	7/19/2018
Rio Linda Elverta Recreation and Park District	Sacramento	4/28/2010
Riverside County Flood Control & Water Conservation	Riverside	11/8/1994
Riverside County Regional Park & Open Space District	Riverside	1/12/2021
Riverside-Corona Resource Conservation District	Riverside	5/11/1998
Rodeo Sanitary District	Contra Costa	2/14/2023
Rosamond Community Services District	Kern	5/10/2023
Ross Valley Sanitary District	Marin	8/19/2020
Russian River County Sanitation District	Sonoma	12/6/1994
Russian River Flood Control & Water Conservation Impr	Mendocino	1/10/2011
Russian River Recreation and Park District	Sonoma	5/1/2014
Sacramento Area Flood Control Agency (SAFCA)	Sacramento	12/15/2016
Sacramento County Water Agency	Sacramento	5/23/2000
Sacramento Housing & Redevelopment Agency	Sacramento	1/22/2019
Sacramento Metropolitan Fire District	Sacramento	6/12/2014
Saddle Creek Community Services District	Calaveras	4/16/2019
samTrans - San Mateo County Transit District	San Mateo	6/6/2018
San Benito County Water District	San Benito	1/29/1986
San Bernardino County Special Districts & Services Area	San Bernardino	10/26/1993
San Bernardino Flood Control District	San Bernardino	7/1/1993
San Joaquin County Flood Control and Water Conservat	San Joaquin	10/7/2014
San Joaquin County Flood Control and Water Conservat	San Joaquin	10/7/2014
San Joaquin County Flood Control Water Investigation Z	San Joaquin	10/7/2014
San Joaquin Regional Rail Commission	San Joaquin	5/8/2009
San Joaquin Regional Transit District	San Joaquin	2/19/2021
San Luis Obispo County Flood Control and Water Conse	San Luis Obispo	11/7/2000
San Mateo Resource Conservation District	San Mateo	5/18/2023
San Miguel Community Services District	San Luis Obispo	8/24/2023
San Simeon Community Services District	San Luis Obispo	4/11/2014
Santa Clara County Central Fire protection District	Santa Clara	11/19/2019
Santa Clara County Library District Joint Powers Authorit	Santa Clara	10/27/2022
Santa Clarita Valley Sanitation District of Los Angeles C	Los Angeles	7/1/2020
Santa Cruz County Regional Transportation Commission	Santa Cruz	6/6/2019
Santa Cruz Metropolitan Transit District	Santa Cruz	4/28/2023
Santa Cruz Port District	Santa Cruz	9/21/2010
Sausalito-Marin City Sanitary District	Marin	8/1/2016
Sewerage Agency of Southern Marin	Marin	1/17/2019

AGENCY	COUNTY	DATE - OPTED IN
Shasta Resource Conservation District	Shasta	7/28/1993
Silverado Community Services District	Napa	10/5/2021
Simi Valley County Sanitation District	Ventura	10/21/1985
Siskiyou County Flood Control and Water Conservation	Siskiyou	6/23/2015
Siskiyou Power Authority	Siskiyou	6/23/2015
Sky View County Water District	Tehama	7/10/2009
Smith River Community Resources District	Del Norte	4/27/1998
Solano County Water Agency	Solano	4/13/1995
Soledad Community Health Care District	Monterey	5/26/2022
Sonoma Clean Power Authority	Sonoma	5/4/2023
Sonoma County Agricultural Preservation and Open Spa	Sonoma	1/6/2015
Sonoma County Library	Somona	10/1/2018
Sonoma County Water Agency	Sonoma	4/29/1986
Sonoma Valley County Sanitation District	Sonoma	12/6/1994
Sonoma Valley Healthcare District	Sonoma	11/3/2016
Sonoma-Marin Area Rail Transit	Sonoma	7/17/2013
South Bay Cities Sanitation District of Los Angeles Coun	Los Angeles	7/1/2020
South Park County Sanitation District	Sonoma	12/6/1994
South San Luis Obispo County Sanitation District	San Luis Obispo	9/4/2013
Southern Marin Fire District	Marin	3/24/2010
Southgate Recreation & Park District	Sacramento	6/17/1986
Southwest Transportation Agency	Fresno	5/24/1994
Stege Sanitary District	Contra Costa	4/21/2022
SunLine Transit Agency	Riverside	6/28/2017
Sunrise Recreation & Park District	Sacramento	9/8/1987
Susanville Sanitary District	Lassen	5/12/2015
Sutter Butte Flood Control Agency	Sutter	11/14/2012
Tahoe City Public Utility District	Placer	2/15/2024
Tahoe Forest Hospital District	Nevada	9/28/2017
Tamalpais Community Services District	Marin	7/13/2022
Templeton Community Services District	San Luis Obispo	12/11/1986
Three Valleys Municipal Water District	Los Angeles	5/19/2010
Tranquility Irrigation District	Fresno	11/10/1992
Tres Hermanos Conservation Authority	San Bernardino	11/8/2023
Trinity County Resource Conservation District	Trinity	9/19/1990
Triunfo Water & Sanitation District	Ventura	4/25/2022
Truckee Donner Public Utility District	Nevada	2/1/1988

AGENCY	COUNTY	DATE - OPTED IN
Tuolumne City Sanitary District	Tuolumne	7/11/2012
Twain Harte Community Services District	Tuolumne	9/11/2006
Union Public Utility District	Calaveras	8/24/2022
Upper Lake Lighting District	Lake	9/6/1994
Vallejo Flood and Wastewater District	Solano	9/8/2020
Valley of the Moon Water District	Sonoma	5/7/2024
Valley Springs Public Utility District	Calaveras	4/23/1987
Valley Springs Sanitary District	Calaveras	11/11/1987
Ventura County Fire Protection District	Ventura	7/1/1986
Ventura County Watershed Protection District	Ventura	7/1/1986
Ventura County Waterworks District #8	Ventura	10/21/1985
Ventura Port District	Ventura	2/27/2013
Ventura River County Water District	Ventura	12/20/1989
Ventura Waterworks District #1	Ventura	7/1/1986
Ventura Waterworks District #16	Ventura	7/1/1986
Ventura Waterworks District #17	Ventura	7/1/1986
Ventura Waterworks District #19	Ventura	7/1/1986
Victor Valley Wastewater Reclamation Authority	San Bernardino	8/13/2009
Waterloo Morada Fire District	San Joaquin	11/11/2020
Weaverville/Douglas City Parks & Recreation District	Trinity	9/23/2021
West County Wastewater District	Contra Costa	2/5/2020
Willow County Water District	Mendocino	6/15/1992
Windsor Water District	Sonoma	9/16/2015
Wrightwood Community Services District	San Bernardino	6/26/2018
Yolo County Flood Control & Water Conservation District	Yolo	7/3/2001
Yolo County Housing Authority	Yolo	5/26/2021
Yuba County Water Agency	Yuba	3/12/1990
Total Special Districts	**434**	
Total Participating Agencies	**1636**	

SUBJECT: Ordinance amending Chapter 5.04 (Bingo) of the Wildomar Municipal Code related to Nonprofit Bingo Overhead per Senate Bill (SB) 1044

SUBMITTED BY: Janet Morales, City Clerk

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 5.04 (BINGO) OF THE WILDOMAR MUNICIPAL CODE

SUMMARY:
Amending the Wildomar Municipal Code to be consistent with the new State Law related to Nonprofit Bingo Overhead.

BACKGROUND:
In 2008, the City Council adopted Chapter 5.04 of the Wildomar Municipal Code (WMC) which authorizes qualified organizations to conduct bingo games pursuant to Section 19 of Article IV of the California Constitution and Section 326.5 of the Penal Code. On July 15, 2024, the Governor approved an amendment to Penal Code 326.5 related to bingo overhead costs which requires an amendment to WMC Chapter 5.04 to be consistent with State law.

DISCUSSION:
Under the existing law, nonprofits are allowed to use a portion of the proceeds from bingo games for prizes and overhead costs such as rental costs and bingo equipment, administrative expenses, security equipment, and security personnel. The current overhead costs are limited to 20% of the proceeds before the deduction for prizes, or $2,000, a month, whichever is less. Beginning January 1, 2025, SB 1044 increases the overhead costs to 20% of the proceeds before the deduction for prizes, or $3,000, a month, whichever is less. In addition, SB 1044 allows the $3,000 threshold to be increased annually by the annual average percentage in the California Consumer Price Index for All Urban Consumers for the preceding calendar year. This Ordinance amendment ensures consistency between the Wildomar Municipal Code and State Law.

FISCAL IMPACT:
None.

ENVIRONMENTAL ANALYSIS:
Adoption of this ordinance amendment is not a project within the meaning of section 15378 of the CEQA guidelines because it will not cause either a direct physical change in the

environment or a reasonably foreseeable indirect physical change in the environment and it involves continuing administrative activities under Section 15378(b)(2) of the CEQA Guidelines.

ATTACHMENTS:

1. Ordinance Amendment
2. Ordinance Redlined

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 5.04 (BINGO) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, the City Council of the City of Wildomar, pursuant to police powers delegated to it by the California Constitution has the authority to enact legislation that promotes the public health, safety and general welfare of its residents; and

WHEREAS, the City of Wildomar ("City") has the authority to adopt an ordinance authorizing the game of bingo for charitable purposes in accordance with Section 19 of Article IV of the California Constitution and Section 326.5 of the Penal Code; and

WHEREAS, the City desires to make amendments to Chapter 5.04 of the Wildomar Municipal Code to adjust the per month overhead cap for charitable purposes to $3,000 per month increased annually by the annual average percentage in the Consumer Price Index for the preceding calendar year effective January 1, 2025, per SB 1044; and

WHEREAS, these amendments are authorized under the authority of Section 326.5 of the Penal Code; and

THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CHAPTER 5.04 OF THE WILDOMAR MUNICIPAL CODE

A. *Section 5.04.010 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows:*

"Whenever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section.

""Bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random. The game may include cards having numbers or symbols which are concealed and preprinted in a manner providing for distribution of prizes. The winning cards shall not be known prior to the game by any person participating in the playing or operation of the bingo game. All such preprinted cards shall bear the legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinance."

""City Manager" means the City Manager for the City of Wildomar or designee.

""Minor" is any person under the age of 18 years.

""Qualified organization" is a mobilehome park association, a senior citizens organization, or an organization exempted from the payment of the bank and

corporation tax by Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code."

"Consumer Price Index" means the California Consumer Price Index for all Urban Consumers published by the Department of Industrial Relations.

B. *Section 5.04.080 of Chapter 5.04 the Wildomar Municipal Code is amended in its entirety to read as follows*:

"A. A qualified organization shall conduct a bingo game only on property owned or leased by it, or on property whose use is donated to such organization, and which property is used by such organization for an office or for the performance of the purposes for which the organization is organized. Nothing in this subsection shall be construed to require that the property owned or leased by, or whose use is donated to, the organization be used or leased exclusively by, or donated exclusively to, such organization.

"B. No minors shall be allowed to participate in any bingo game.

"C. All bingo games shall be open to the public, not just to the members of the qualified organization.

"D. A bingo game shall be operated and staffed only by members of the qualified organization which organized it. Only the organization authorized to conduct a bingo game shall operate such game or participate in the promotion, supervision or any other phase of such game. Such organization shall have written policies incorporated in its constitution, articles, by-laws or other regulations setting forth the manner in which a person may become a member of the organization, and absent any such written policies, it shall be presumed that the organization has no members who may operate and staff a bingo game. This subsection does not preclude the employment of security personnel, who are not members of the qualified organization, at a bingo game by the organization conducting the game.

"E. No person shall receive or pay a profit, wage, salary or percentage from any bingo game authorized by this chapter.

"F. No individual, corporation, partnership or other legal entity except the organization authorized to conduct a game shall hold a financial interest in the conduct of such bingo game.

"G. With respect to organizations exempt from payment of the bank and corporation tax by Section 23701(d) of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such profits shall be used only for charitable purposes, that is, for the purposes for which such organizations are organized pursuant to their articles of incorporation or for purposes clearly incidental thereto. With respect to other organizations authorized to conduct bingo games pursuant to the provisions of this chapter, all proceeds derived from a bingo game shall be kept in a special fund and account and shall not be commingled with any other fund or account. Such proceeds

shall be distributed to organizations that are tax exempt under Section 23701(d) of the Revenue and Taxation Code to be used for charitable purposes as above defined, except as follows:

"1. Such proceeds may be used for prizes.

"2. A portion of such proceeds, not to exceed 20% of the proceeds before the deduction for prizes, or $3,000.00 per month, whichever is less, may be used for rental of property, overhead, including the purchase of bingo equipment, administrative expenses, security equipment and security personnel. Beginning January 1, 2025, the $3,000 per month shall be increased annually by the annual average percentage in the Consumer Price Index for the preceding calendar year.

"The licensee shall keep full and complete accounting records supported by properly executed contracts, leases, receipts, and other related documents which pertain to all monies, or other forms of income, collected in connection with the conduct of any of its bingo games, disbursed for expenditures in connection therewith and remaining or distributed for charitable purposes. Such records shall be clearly identified and readily accessible. Officials of the City shall have the right to examine and audit such records at any reasonable time, and the licensee shall fully cooperate with such officials by making such records available. At the end of any month during which any bingo game is conducted, the licensee shall file with the City Manager a full and complete financial amount remaining or distributed for charitable purposes.

"3. Such proceeds may be used to pay license fees.

"H. No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

"I. The total value of prizes awarded during the conduct of any bingo games shall not exceed $500.00 in cash or kind, or both, for each separate game which is held."

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Adoption of this ordinance is not a project within the meaning of section 15378 of the CEQA guidelines because it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves continuing administrative activities under Section 15378(b)(2) of the CEQA Guidelines.

SECTION 3. SEVERABILITY

If any chapter, sections, subsections, subdivisions, sentences, clauses, phrases, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of

the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each chapter, sections, subsections, subdivisions, sentences, clauses, phrases, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. **EFFECTIVE DATE**

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

SECTION 5. **CITY CLERK ACTION**

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

INTRODUCED AND APPROVED FOR FIRST READING this 13th, day of November, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CHAPTER 5.04
BINGO

§ 5.04.010. Definitions.

Whenever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section.

"Bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random. The game may include cards having numbers or symbols which are concealed and preprinted in a manner providing for distribution of prizes. The winning cards shall not be known prior to the game by any person participating in the playing or operation of the bingo game. All such preprinted cards shall bear the legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinance.

"City Manager" means the City Manager for the City of Wildomar or designee.

"Minor" is any person under the age of 18 years.

"Qualified organization" is a mobilehome park association, a senior citizens organization, or an organization exempted from the payment of the bank and corporation tax by Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code.

"Consumer Price Index" means the California Consumer Price Index for all Urban Consumers published by the Department of Industrial Relations.

(Ord. 18 § 2, 2008, RCC § 5.04.010; Ord. 233 § 1, 2023)

§ 5.04.020. Authority.

The authority for this chapter is contained in Section 19 of Article IV of the California Constitution and Section 326.5 of thePenal Code.
(Ord. 18 § 2, 2008, RCC § 5.04.020)

§ 5.04.030. License required.

A. It is unlawful for any organization to conduct any bingo games in the City unless such organization is a qualified organization and has been issued a license as provided in this chapter.

B. It is unlawful for any person to conduct any bingo games in the City unless such person is a member of a qualified organization acting on behalf of such qualified organization that has been issued a license as provided by this chapter.

(Ord. 18 § 2, 2008, RCC § 5.04.030)

§ 5.04.040. Application for license.

Applications for a license or renewal thereof shall be filed with the City Clerk and approved by the City Manager on forms prescribed by the City Manager and shall be signed under penalty of perjury. Such applications shall be filed:

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A. Not less than 30 days prior to the proposed date of the bingo game or games;

B. Not later than 30 days after obtaining written verification from the Planning Department that there is improved vehicular access to the premises wherein a bingo game is to be conducted and that such premises contain off-street vehicle parking facilities on the basis of not less than one parking space for each two seats; one seat is defined as an area of seven and one- half square feet; and

C. Not later than 30 days after obtaining written verification from the Building and Safety Department that the operation of such game or games is in compliance with Title 15 and Chapter 8.28.

(Ord. 18 § 2, 2008, RCC § 5.04.040; Ord. 233 § 1, 2023)

§ 5.04.050. Term of license and fees.

A. The term of a bingo license is 12 months and may be renewed for a period of 12 months any time with-in one year from its date of issuance, upon application therefor.

B. The fee for an initial bingo license shall be $50.00 and shall accompany the filing of the application. A license may be renewed upon the payment of a renewal fee of $50.00 which has been paid at least 30 days prior to the expiration of the term of the current license and provided the applicant is in good standing under the current license. When the renewal fee is not paid at least 30 days prior to expiration of the current license, an additional late fee of $25.00 shall be paid.

(Ord. 18 § 2, 2008, RCC § 5.04.050; Ord. 233 § 1, 2023)

§ 5.04.060. Application investigation.

A. Upon receipt of an application for a license, along with the appropriate fee, the City Manager shall investigate the truth of the matters set forth in the application and the character of the applicant and may examine the premises to be used for the bingo game or games.

B. The City Manager may make inquiries to any office or department of the City, and to any County, State of California, and federal agencies which the City Manager deems essential in order to carry out a proper investigation of applicant and the organization.

C. Upon approval of any application for a bingo license, the City Manager shall issue the license.

(Ord. 18 § 2, 2008, RCC § 5.04.060; Ord. 233 § 1, 2023)

§ 5.04.070. License not transferable.

Each license issued hereunder shall be issued to a specified qualified organization to conduct a bingo game at a specific location and shall in no event be transferable from one organization to another nor from one location to another.

(Ord. 18 § 2, 2008, RCC § 5.04.070)

§ 5.04.080. Limitations.

A. A qualified organization shall conduct a bingo game only on property owned or leased by it, or on property whose use is donated to such organization, and which property is used by such

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organization for an office or for the performance of the purposes for which the organization is organized. Nothing in this subsection shall be construed to require that the property owned or leased by, or whose use is donated to, the organization be used or leased exclusively by, or donated exclusively to, such organization.

B. No minors shall be allowed to participate in any bingo game.

C. All bingo games shall be open to the public, not just to the members of the qualified organization.

D. A bingo game shall be operated and staffed only by members of the qualified organization which organized it. Only the organization authorized to conduct a bingo game shall operate such game or participate in the promotion, supervision or any other phase of such game. Such organization shall have written policies incorporated in its constitution, articles, by-laws or other regulations setting forth the manner in which a person may become a member of the organization, and absent any such written policies, it shall be presumed that the organization has no members who may operate and staff a bingo game. This subsection does not preclude the employment of security personnel, who are not members of the qualified organization, at a bingo game by the organization conducting the game.

E. No person shall receive or pay a profit, wage, salary or percentage from any bingo game authorized by this chapter.

F. No individual, corporation, partnership or other legal entity except the organization authorized to conduct a game shall hold a financial interest in the conduct of such bingo game.

G. With respect to organizations exempt from payment of the bank and corporation tax by Section 23701(d) of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such profits shall be used only for charitable purposes, that is, for the purposes for which such organizations are organized pursuant to their articles of incorporation or for purposes clearly incidental thereto. With respect to other organizations authorized to conduct bingo games pursuant to the provisions of this chapter, all proceeds derived from a bingo game shall be kept in a special fund and account and shall not be commingled with any other fund or account. Such proceeds shall be distributed to organizations that are tax exempt under Section 23701(d) of the Revenue and Taxation Code to be used for charitable purposes as above defined, except as follows:

1. Such proceeds may be used for prizes.

2. A portion of such proceeds, not to exceed 20% of the proceeds before the deduction for prizes, or $3~~2~~,000.00 per month, whichever is less, may be used for rental of property, overhead, including the purchase of bingo equipment, administrative expenses, security equipment and security personnel. Beginning January 1, 2025, the $3,000 per month shall be increased annually by the annual average percentage in the Consumer Price Index for the preceding calendar year.

   The licensee shall keep full and complete accounting records supported by properly executed contracts, leases, receipts, and other related documents which pertain to all monies, or other forms of income, collected in connection with the conduct of any of its bingo games, disbursed for expenditures in connection therewith and remaining or

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distributed for charitable purposes. Such records shall be clearly identified and readily accessible. Officials of the City shall have the right to examine and audit such records at any reasonable time, and the licensee shall fully cooperate with such officials by making such records available. At the end of any month during which any bingo game is conducted, the licensee shall file with the City Manager a full and complete financial amount remaining or distributed for charitable purposes.

3. Such proceeds may be used to pay license fees.

H. No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

I. The total value of prizes awarded during the conduct of any bingo games shall not exceed $500.00 in cash or kind, or both, for each separate game which is held.

(Ord. 18 § 2, 2008, RCC § 5.04.080; Ord. 233 § 1, 2023)

§ 5.04.090. Inspection.

Any peace officer of the City shall have free access to any bingo game licensed under this chapter. The licensee shall have the bingo license, lists of approved staff and accounting documents relating to all monies collected, disbursed and distributed available to such peace officer for inspection at all times during any bingo game or during licensee's normal business hours.

(Ord. 18 § 2, 2008, RCC § 5.04.090)

§ 5.04.100. Denial of application, license suspension or revocation.

A. An application for a bingo license may be denied for any of the following findings:

1. That the applicant does not fulfill the specific requirements for such license as set forth in this chapter;

2. That the applicant, or any agent or representative thereof, has knowingly made any false, misleading or fraudulent statement of a material fact in the application or any document in connection therewith;

3. That the applicant, or any of its members, is not of good moral character. If the applicant has, or any of its members have, been convicted of any felony under the laws of this state or has been previously convicted of an offense under the laws of any other state of the United States which offense if committed in this state would have been punishable as a felony, it shall be presumed that the applicant is not of good moral character; or

4. That the applicant is unfit to conduct bingo games.

B. A bingo license may be suspended or revoked for any of the following findings:

1. That the licensee has, or any of its members have, violated any of the provisions of this chapter; or

2. That the bingo games will not comport with the public welfare for any reason or that the same have been conducted in an illegal, improper or disorderly manner, or in a manner substantially different from that described in the application, or for any reason for which

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the license application could have been denied.

C. If, after an investigation, the City Manager determines that a bingo license should be suspended or revoked or that an application for such license be denied, they shall prepare a notice of suspension or revocation or denial of application setting forth the reasons for such suspension, revocation or denial. Such notice shall be served personally on the licensee or applicant, or sent by registered or certified mail, postage prepaid, return receipt requested to the licensee's or applicant's last address as provided in the application.

D. Any organization whose bingo license has been denied or revoked may not apply for a license to conduct any bingo games for a period of one year from the date notice of such denial or revocation was served on it, or if affirmed on appeal by the City Council as provided in Section 5.04.110, from the date of such affirmation; provided, however, if the reason for revocation is cancellation of the exemption granted under Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code, such organization may again apply for a bingo license upon proof of reinstatement of such exemption.

(Ord. 18 § 2, 2008, RCC § 5.04.100; Ord. 233 § 1, 2023)

§ 5.04.110. Appeal.

A. Any person who has had an application for a bingo license denied by the City Manager, or who has had a bingo license suspended or revoked by the City Manager may appeal the decision by filing with the City Clerk, within 15 days after the date of such decision, a written notice of appeal briefly setting forth the reasons why such denial, suspension or revocation is not proper. The Clerk shall give written notice of the time and place of the hearing to the appellant.

B. Such appeal shall be heard by the City Council which may affirm, amend or reverse the decision or take such other action as it deems appropriate. In conducting the hearing, the City Council shall not be limited by the technical rules of evidence.

(Ord. 18 § 2, 2008, RCC § 5.04.110; Ord. 233 § 1, 2023)

§ 5.04.120. Violation—Penalties.

A. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed $1,000.00 or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

B. Notwithstanding provisions of subsection A of this section, any violation of Section 5.04.080(E) shall be a misdemeanor, punishable by a fine not to exceed $10,000.00. Such fine shall be deposited in the general fund of the City.

C. All sanctions provided in this chapter shall be cumulative and not exclusive.

(Ord. 18 § 2, 2008, RCC § 5.04.120)

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§ 5.04.130. Other remedies.

The provisions of Section 5.04.120 are to be construed as added remedies and not in conflict or derogation of any other actions or proceedings or remedies otherwise provided by law. (Ord. 18 § 2, 2008, RCC § 5.04.130)

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CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS

Meeting Date: November 13, 2024

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:
Title- Councilmember-Anticipated Date
1. Expand Pavement Management/Road Rehab Program for private and public roads - Marquez - TBD
2. Discuss restricting certain future uses on major corridors - Marquez - TBD
3. Review current Planning Commission Appointments and reappoint or nominate a new member - Marquez - Nov 2024

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: November 13, 2024

SUBJECT: City Council/Cemetery District Minutes - October 9, 2024.

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 10-09-2024 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, OCTOBER 9, 2024
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 5:30 PM | Regular Session 6:00 PM

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

The Regular Closed Session was called to order by Mayor Moore at 5:30 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

Project: Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) Right-of-Way AcquisitionProperties:?See below Agency negotiator: Dan York, City ManagerNegotiating parties: See below

Negotiating Party/ Property Owner | APN | Location

Western Riverside County Regional Conservation Authority | 366-320-045| North side of Bundy Canyon Road, approximately 637' SW of Raciti Road

Western Riverside County Regional Conservation Authority | 366-320-012| Southeast side of Bundy Canyon Road, beginning +/- 200' northeast of Oak Circle Dr.

Western Riverside County Regional Conservation Authority | 366-320-008 and 366-310-006| Southeast side of Bundy Canyon Road, beginning +/- 200' northeast of Oak Circle Dr.

Bundy Canyon 38, LLC et al (Rancon) | 366-320-053 | North side of Bundy Canyon Road, north of Tulip Lane.

RECONVENE INTO OPEN SESSION

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

ANNOUNCEMENTS

City Attorney Jex stated there were no reportable actions.

ADJOURN CLOSED SESSION

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

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

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

ROLL CALL

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

Members absent: None.

Staff in attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Services Director Torres, Administrative Services Director Schrader, Community Development Director Bassi, Public Works Director Farag, Finance Manager Jantz, Code Enforcement Manager Berroteran and Human Resources and Risk Manager Wolf.

FLAG SALUTE

The flag salute was led by Councilmember Nigg.

PRESENTATIONS

There were no presentations.

DEPARTMENT REPORTS

City Clerk Department Report - Election Update

PUBLIC COMMENTS

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

1. Greg Langworthy, resident
2. Andy Morris, resident

COUNCIL COMMUNICATIONS

The City Council members spoke regarding various committees, comm1ss1ons, and boards that they serve on locally and regionally and community events including:

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

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Dustin Nigg; seconded by Carlos Marquez to approve the agenda as presented.

Motion Approved: 5 - 0

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

1) CONSENT CALENDAR

Mayor Moore stated that is going to recuse herself on agenda Item #1.12 due to a conflict of interest because she received a donation in excess of $250 from one of the parties.

Greg Langworthy, resident, provided public comment on Agenda Item #1.3.

Moved by Joseph Morabito; seconded by Dustin Nigg to approve the Consent Calendar.

Motion Approved: 5 - 0

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

With Mayor Moore abstaining from Agenda Item 1.12.

1.1) City Council Special Meeting Minutes - August 21, 2024

Approved the minutes as presented.

1.2) City Council/Cemetery District Minutes - September 11, 2024.

Approved the minutes as presented.

1.3) September 2024 Warrant Register

Approved the following:

For Fiscal Year 2023/2024:

1. Warrant Register dated 09-12-2024 in the amount of $926,922.27.

For Fiscal Year 2024/2025:
1. Warrant Register dated 09-05-2024 in the amount of $30,739.89
2. Warrant Register dated 09-12-2024 in the amount of $648,948.37
3. Warrant Register dated 9-16-2024 through 9-30-2024 in the amount of $138,843.48
4. Wire Transfer Register dated 09-30-2024 in the amount of $898,220.92
5. Payroll Register dated 10-01-2024 in the amount of $313,448.43.

1.4) August 2024 City Treasurers Report

Approved the Treasurer's Report for August 2024.

1.5) Annexation No. 7, Tract Nos. 36781 and 36782 into Community Facilities District No. 2022-1 (Services) for Westpark Promenade

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 60
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 7) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.6) Annexation No. 11 into Community Facilities District No. 2022-1 (Services) for Wildomar Commerce Center (PM 38646)

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 61
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES), OF THE CITY OF WILDOMAR, ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED (ANNEXATION NO. 11) AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

1.7) Designation of Authority for IRS 945 Form Examination for Calendar Year 2021

Adopted the IRS Authorization and Declaration Form 4564 for the Examination of the City's Form 945 for calendar year 2021.

1.8) Cooperative Funding Agreement with Elsinore Valley Municipal Water District (EVMWD) for the Design of the Bundy Canyon Rd. Waterline Relocation

Authorized the City Manager to execute the Cooperative Funding Agreement with Elsinore Valley Municipal Water District (EVMWD) for the Bundy Canyon Rd. Improvement Project, Segment 2

1.9) Marriott Hotel Precise Grading and BMP Agreements

Authorized the City Manager to execute the Precise Grading Agreement and BMP Agreement with Wildomar DCW, LP.

1.10) Public Improvement Agreement for Offsite Storm Drain for Wildomar Commerce Center

Authorized the City Manager to execute the Public Improvement Agreement for Offsite Storm Drain with White Sable, LLC and Wildomar One, LLC (Developer).

1.11) Measure AA Oversight Advisory Committee Appointment

Reviewed the application for Committee Membership on the Measure AA Oversight Advisory Committee and appointed Hannah Rinehart for a term ending June 2025.

1.12) Bundy Canyon Plaza BMP and Precise Grading Agreements

Authorized the City Manager to execute the Precise Grading Agreement and BMP Agreement with Bundy I-15, LP

2) PUBLIC HEARINGS

2.1) Public Hearing for Annexation No. 12, (Oak Springs Ranch II PP 20-0044) 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. 12

Mayor Moore opened the public hearing.

There were no public comments.

Public Works Director Farag stated that the developer requested that the item be continued to November 13, 2024.

CALL TO ORDER WILDOMAR CEMETERY DISTRICT MEETING & ROLL CALL

Mayor Moore called to order the Wildomar Cemetery District Meeting at 6:48 p.m.

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

Members absent: None.

3) GENERAL BUSINESS

3.1) Construction Contract Award - Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1)

Public Works Director Farag presented the staff report.

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to
1. Authorize the City Manager to execute a construction contract with Van Engineering, Inc. in the amount of $7,695,693 for the Palomar Street Widening, Phase 2, and Cemetery Improvements, Phase 1, Projects (CIP 028-2 and 067-1) (Projects) and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director to approve change orders not to exceed 5% of the construction contract amount (contingency).

3. Authorize the Public Works Director to execute a Task Agreement with GeoCon West, Inc., under their existing on-call services agreement with the City, in the amount of $87,774.88 for material testing for the Projects, plus Extra Work

Authorizations not to exceed $10,000, for a total not to exceed of $97,774.88.

4. Authorize the City Manager to execute the Fifth Amendment with Mark Thomas, Inc. in the amount of $103,124 for design construction support, for a total not to exceed $103,124.

5. Authorize the Public Works Director to execute a Task Agreement with Interwest Consulting Group, under their existing on-call services agreement with the City, in the amount of $246,882 for Construction Management and Inspection services for the Projects, plus Extra Work Authorizations not to exceed $12,118, for a total not to exceed of $259,000.

6. Approve a supplemental appropriation for Fund 503 (TUMF) to add $374,500 in revenue and expenditures.

7. Approve a supplemental appropriation for Fund 201 (Measure A) to add $56,000 in expenditures.

8. Approve a revised appropriation for Fund 120 (Measure AA) to reduce expenditures by $506,500.

9. Approve a supplemental appropriation to Fund 300 (Cemetery) for an additional $500,000 in transfers out expenditures to Cemetery Fund 302.

10. Approve a revised appropriation for Fund 302 (Cemetery CIP) to increase expenditure appropriations by $925,000 and budgeted transfers in revenue by $1,743,000 to bring both the total appropriations and revenue to $1,843,000 each.

11. Approve a supplemental appropriation in Fund 440 (DIF) for an additional $405,000 in expenditures.

12. Approve a decrease in appropriations and revenues in Fund 500 Capital Reinvestment in the amount of $13,000.

13. Approve a supplemental appropriation in the General Fund to increase contractual service appropriations by $1,243,000 in the Police department in order to account for the reallocation of ARPA to the Cemetery Improvements Fund 302.

14. Adopt a Resolution entitled:

RESOLUTION 2024 - 64
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING PROJECT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE PALOMAR STREET WIDENING PROJECT, PHASE 2 (CIP 028-2) AND THE CEMETERY IMPROVEMENTS PROJECT, PHASE 1 (CIP 067-1) (“PROJECTS”) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH VAN ENGINEERING, INC. FOR THE PROJECTS

Motion Approved: 5 - 0

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

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

CITY MANAGER REPORT

City Manager York presented the update.

Community Development Director Bassi presented the General Plan and Development Code Update.

FUTURE AGENDA ITEMS

Future Agenda Items

Added:

Restricting certain future uses on major corridors - Marquez
Review current Planning Commission appointments and potentially reappoint or nominate a new commissioner of the Council's choosing. - Marquez

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 7:25 p.m.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular Meeting of the Wildomar Cemetery District Meeting was called to order by Chair Moore at 7:25 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez; seconded by Dustin Nigg to approve the agenda as presented.

Motion Approved: 5 - 0

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

4) CEMETERY CONSENT CALENDAR

4.1) City Council/Cemetery District Minutes - September 11, 2024.

Approved the minutes as presented.

4.2) September 2024 Cemetery Warrant Register

Approved the following:

For Fiscal Year 2024/2025
1. Warrant Register dated 09-05-2024 in the amount of $124.59
2. Warrant Register dated 09-12-2024 in the amount of $92.39.

4.3) August 2024 Cemetery Treasurers Report

Approved the Treasurer's Report for August 2024.

Moved by Dustin Nigg; seconded by Carlos Marquez to approve the Cemetery Consent Calendar.

Motion Approved: 5 - 0

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

5) CEMETERY PUBLIC HEARINGS

There were no items scheduled.

6) CEMETERY GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no general manager report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Moore adjourned the Wildomar Cemetery District Meeting at 7:26 p.m.

Submitted by:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: November 13, 2024

SUBJECT: October 2024 Cemetery Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Year 2024/2025
1. Warrant Register dated 10-03-2024 in the amount of $974.10.
2. Warrant Register dated 10-10-2024 in the amount of $503.91.
3. Warrant Register dated 10-17-2024 in the amount of $55.07.
4. Warrant Register dated 10-24-2024 in the amount of $112.50.
5. Warrant Register dated 10-31-2024 in the amount of $936.41.

SUMMARY:
October 2024 Cemetery Warrant Register

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

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

ACCOUNT CODE:
Funds 300, 301, and 302.

ATTACHMENTS:
Warrant Register Cemetery October 2024.pdf

Date	Type	Document Number	Name	Account	Memo	Amount	Dep
10/3/2024	Bill Payment	218843	V02220 BOOT BARN HOLDINGS	1010 1010	Work Boots: C8P28,BCJC0R0WC (Josh Cortez)	(974.10)	Cem
10/10/2024	Bill Payment	218868	V01713 STERICYCLE, INC	1010 1010	Contractual Shredding Svc	(326.34)	Cem
10/10/2024	Bill Payment	218878	V00784 SPARKLETTS	1010 1010	Cemetery Drinking Water Through 10/05/24	(177.57)	Cem
10/17/2024	Bill Payment	218911	V00095 STAUFFERS LAWN EQUIPMENT	1010 1010	Cemetery Weed Eater Parts	(55.07)	Cem
10/24/2024	Bill Payment	218919	V01331 DEANZA TERMITE & PEST CONTROL, INC	1010 1010	Pest Control Cemetery 9/24/24	(112.50)	Cem
10/31/2024	Bill Payment	218949	V00363 CINTAS CORPORATION	1010 1010	Staff Uniform & Towel Maintenance	(303.88)	Cem
10/31/2024	Bill Payment	218960	V00104 ULINE	1010 1010	Kraft Paper Roll Towel 8"X800	(78.54)	Cem
10/31/2024	Bill Payment	218963	V00363 CINTAS CORPORATION	1010 1010	Staff Uniform & Towel Maintenance	(303.88)	Cem
10/31/2024	Bill Payment	218969	V00095 STAUFFERS LAWN EQUIPMENT	1010 1010	Furniture & Equipment - Weed Wacker	(250.11)	Cem
					TOTAL	(2,581.99)	

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: November 13, 2024

SUBJECT: September 2024 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasurer's Report for September 2024.

SUMMARY:
September 2024 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of September 2024.

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

ACCOUNT CODE:
300-1011
301-1011

ATTACHMENTS:
September 2024 Cemetery Treasurer's Report.pdf

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
September 2024

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 431,587.29	$ 431,587.29	$ 431,587.29	28.59%	N/A	5.290%
300	CAMP MANAGED ACCOUNT	$ 1,098,061.27	$ 1,098,061.27	$ 1,077,840.14	71.41%	881	4.400%
	TOTAL	$ 1,529,648.56	$ 1,529,648.56	$ 1,509,427.43	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 429,724.58	$ -	$ 1,862.71	$ -	$ 431,587.29	5.290%
300	CAMP MANAGED ACCOUNT	$ 1,096,283.77	$ -	$ 1,777.50	$ -	$ 1,098,061.27	4.400%
	TOTAL	$ 1,526,008.35	$ -	$ 3,640.21	$ -	$ 1,529,648.56	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

10/18/2024
Date